



**PUNJAB CATTLE MARKET MANAGEMENT AND
DEVELOPMENT COMPANY**

Bidding Document

NO. PCMMDC-HO / Admin-37 / 2023-24

**“PROCUREMENT OF STATIONARY ITEMS
FOR HEAD OFFICE-PCMMDC”**

**CHIEF EXECUTIVE OFFICER
PUNJAB CATTLE MARKET MANAGEMENT & DEVELOPMENT COMPANY
94 -Babar Block New Garden Town, Lahore
Ph. No. 042-99333505-8**

Email: gm.hr@pcmmdc.punjab.gov.pk
Company Website: www.pcmmdc.punjab.gov.pk

Table of Contents

1.	INVITATION TO BID	3
2.	INSTRUCTIONS TO BIDDERS / BIDDING DETAILS	4
3.	BID SCOPE / DELIVERY TIME / PLACE	4
4.	QUALIFICATION / EVALUATION CRITERIA	5
5.	GENERAL/ SPECIAL CONDITIONS OF BID	5
6	AWARD OF CONTRACT	5
7.	PERFORMANCE SECURITY	6
8.	TECHNICAL SPECIFICATIONS (BID SCOPE)	7
9.	SPECIAL STIPULATIONS	9
10.	BID SECURITY FORM	10
11.	CONTRACT AGREEMENT	11
12.	BID FORM (FINANCIAL PROPOSAL) <i>[TO BE DETACHED AND SUBMITTED AS FINANCIAL PROPOSAL IN A SEPARATE SEALED ENVELOPE]</i>	22
13.	PRICE SCHEDULE (FINANCIAL PROPOSAL) <i>[TO BE DETACHED AND SUBMITTED AS FINANCIAL PROPOSAL IN A SEPARATE SEALED ENVELOPE]</i>	23

1. **PROCURING AGENCY.** Punjab Cattle Market Management & Development Company-PCMMDC hereinafter shall be read and known as “Company” or “the Company” or “the Procuring Agency”.

2. **INVITATION TO BID**

Punjab Cattle Market Management & Development Company is a public sector company incorporated under section 42 of The Companies Act 2017.

2.1 Sealed technical and financial proposals are invited from firms/suppliers/companies registered with Tax Department in accordance with PPRA Rules 2014 “**Single Stage Two Envelope Bidding Procedure**” for “**Procurement of Stationary Items**”. Detailed description of items is given in this document under Technical Specifications which can be purchased immediately after the publication of this notice on payment of Rs. 3,000/- (non-refundable fee) from the Company’s Head Office.

Details	Estimated Price
PROCUREMENT OF STATIONARY ITEMS FOR HEAD OFFICE PCMMDC	Rs. 1,500,000/-

- 2.2 It will be a framework contract with need-based requirement of stationary items spanning the remaining portion of current financial year from the date of award of contract to the successful bidder to 30-6-2024. PCMMDC will issue periodic Purchase/Work Orders of required items which will be supplied by the contractor within three (03) days’ time.
- 2.3 The proposal must reach procuring agency office at 94, Babar Block, New Garden Town, Lahore **on or before January 16th, 2024 till 11:00 am.**
- 2.4 Technical and Financial proposals must be submitted in separate sealed envelopes. The word “Technical Proposal” and “Financial Proposal” being clearly written on the respective envelope.
- 2.5 Technical proposals will be opened on the same day i.e. **January 16th, 2024 at 11:30 am** in the presence of bidders or their authorized representatives who wish to witness the tender opening. After the technical evaluation, financial proposals of only technically qualified bidders shall be opened on a date/time to be announced subsequently.
- 2.6 Bid Security equal to 2% (two percent) of the Estimated Price must be attached with the technical proposal preferably in the form of Bank Guarantee or Pay Order or CDR in favor of “**Punjab Cattle Market Management & Development Company**”. **BID SECURITY MUST NOT BE PLACED INSIDE THE ENVELOPE OF FINANCIAL PROPOSAL.**
- 2.7 The financial proposal shall be inclusive of all applicable taxes.
- 2.8 Affidavit on Rs.100/- e-stamp paper, duly attested by Oath Commissioner, that the vendor/firm/company has never been blacklisted by any Government/Semi Government/autonomous body or private organization, must be included in the technical proposal.
- 2.9 The companies/ firms/ sole proprietors must have valid Registration Certificate for Income Tax (NTN) & Sales Tax (STRN), copy of which will be included in the technical proposal.
- 2.10 Signed and stamped bidding document (each page) must be included in the technical proposal

- 2.11 Incomplete proposals shall not be considered.
- 2.12 The bid validity period shall be 90 days from the last date for submission of the tender.
- 2.13 The Company reserves the right to reject all the proposals submitted in response to this tender notice prior to acceptance.
- 2.14 Interested eligible bidders may obtain further information from GM (HR & Admin) PCMMDC on any working day from 10:00 AM to 03:00 PM.

3. **INSTRUCTIONS TO BIDDERS / BIDDING DETAILS**

- 3.1 All bids must be accompanied with Bid Security (As per provisions of clause of “Bid Security” of this document) in favor of “**Punjab Cattle Market Management & Development Company**”. The bids along with Bid Security, Bid Form, Affidavits, etc., must be delivered into the **Bid Box** placed in Head Office of the Company at or before **11:00 am on January 16th, 2024**. The technical bids will be publicly opened in the Head Office of the Company, **94-Babar Block New Garden Town, Lahore, on January 16th, 2024 at 11:30 am**. Date and time of opening of Financial Bids will be intimated later. The prices quoted in bidding form shall remain constant till the expiry of the contract.
- 3.2 The bidder(s) are required to quote bids in accordance with the requirements in **Form of Bid for each individual item**.
- 3.3 Queries of the bidders / contractors (if any) for seeking clarifications regarding the specifications / terms of procurement of Stationary Items must be received in writing to the procuring agency within ten working days from the date of bid advertisement. Any query received after ten working days shall not be entertained.
- 3.4 The bidder must submit bids on the basis of complete assignment. The bidders shall submit bids which must comply with the bidding document. Alternative bids will not be considered
- 3.5 Bidders / contractors are also required to state, in their proposals, the name, title, phone 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. The procuring agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids. Contact details for all correspondence in relation to this tender are as follows:

General Manager (Human Resource & Administration)
Email: gm.hr@pcmmdc.punjab.gov.pk
94-Babar Block, New Garden Town, Lahore.
Contact No. 042-99333505-8

4. **BID SCOPE / DELIVERY TIME & PLACE**

Form of Bid included in the bidding document defines scope of work and goods required by PCMMDC. This tender has been published with the approval of competent authority on estimated cost. The contract executed with the contractor /successful bidder will be within approved budget. It is a framework contract for procurement on need basis up to June 30th 2024. The contract will expire on June 30th 2024 or on total consumption of the items. Procuring agency is not bound to procure or consume its maximum budget or the fixed contract price which may be utilized in accordance with the rational need of the procuring agency within specifications, TORs etc. The goods will be delivered as per schedule of purchase order at the address of Head Office PCMMDC at 94-Babar Block, New Garden Town, Lahore.

5. QUALIFICATION / EVALUATION CRITERIA

5.1 Eligibility of Bidder

- a. Documentary evidence of having at least one-year experience of supply of goods.
- b. Documentary evidence of registration with related Tax Authorities having status of active tax payer.
- c. Declaration by affidavit on Rs.100/- e-stamp paper, duly attested by Oath Commissioner, that the bidder company/firm/ individual has never been blacklisted by any Government/Semi Government/Autonomous body or private organization.
- d. An undertaking on the letter head of applicant relating to his non-involvement in any money laundering, terrorist, and / or any suspected activities.
- e. All pages of this bid documents must be signed and stamped by the bidder.

5.2 The proposal of the bidder must comply with form of bid of the bidding document and must be signed and stamped by the bidder.

5.3 The bids will be evaluated on **Least Cost method**. The bidder with “lowest evaluated total bid” will become successful bidder.

6. GENERAL / SPECIAL CONDITIONS OF BID

6.1 Evaluated Bid Prices

PCMMDC’s evaluation of a bid will take into account the corrections, if any, in the arithmetic errors in the bid, observed and made by the Purchase Committee during the meeting for financial evaluation, in the presence of the bidders, who have opted to attend the said meeting.

6.2 Contacting PCMMDC

Any effort by a bidder to influence PCMMDC in the Company's decisions in respect of bid evaluation, or contract award will result in the rejection of the bidder's bid.

6.3 Right to Accept or Reject the Bid

PCMMDC reserves the right to accept or reject all bids at its sole discretion and to annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for PCMMDC's action.

7. AWARD OF CONTRACT

7.1 Post-Qualification and Award Criteria

7.11 PCMMDC will determine to its satisfaction whether the bidder has offered goods at reasonable prices consistent with the prevailing market prices and is qualified to satisfactorily perform the contract. The quoted prices must bring value for money for the Company.

7.12 Acceptance of announcement of least cost bidder by the successful bidder is a pre-requisite for award of contract to the said bidder. Non-acceptance will result in rejection of the bidder’s bid and forfeiture of his bid security in addition to further damages that shall be claimed on account of wasted time and resources.

7.13 PCMMDC will award the contract to the bidder if his bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

7.2 **Notification of Contract Award**

Prior to the expiry of the period of bid validity, PCMMDC will notify the bidder in writing by official letter that his bid has been accepted. This letter is termed as Letter of Acceptance, a copy of which will be signed by the bidder and returned to PCMMDC.

7.3 **Signing of Contract**

7.31 After the acceptance of performance security, PCMMDC will send to the successful bidder the Contract Form provided in the bidding documents, incorporating all arrangements between the parties, for which e-stamp paper worth Rs. 3,000, as per clause 22-A of Schedule I of The Stamp Act, 1899, will be provided by the successful bidder immediately after acceptance of performance security.

7.32 Within **three (3) days** of the receipt of such Contract Form, the bidder shall sign and date the Contract and return it to PCMMDC while keeping one copy for his record.

8. **PERFORMANCE SECURITY**

Within **five (5) days** of the receipt of the Letter of Acceptance from PCMMDC, the bidder shall furnish the performance security/guarantee, in accordance with the Conditions of Contract, as per the performance security form provided in the bidding documents or another form acceptable to PCMMDC, amounting to 5% of the bid price.

9. **PAYMENT TO CONTRACTOR**

The contractor shall be paid for each consignment within 21 days of receipt of invoice of delivered consignment.

TECHNICAL SPECIFICATIONS (BID SCOPE)

S/N	Items Description	UOM	QTY
1.	Box Files Shakir Or Equivalent	Files	120
2.	Clipper Ball Point- Black (10 Pcs) Dollar or Equivalent	Packets	5
3.	Clipper Ball Point- Blue (10 Pcs) Dollar or Equivalent	Packets	8
4.	Schneider One Business Tintenroller off cap ball point Blue (10 Pcs) or Equivalent	Boxes	2
5.	Schneider Tintenroller off cap ball point Red (10 Pcs) or Equivalent	Boxes	1
6.	Uni Ball Roller ball Gel ink ball pen (12 Pcs) -Blue or Equivalent	Boxes	4
7.	Uni Ball Roller ball Gel ink ball pen (12 Pcs) -Black or Equivalent	Boxes	1
8.	Marker Pen (Black & Blue) Dollar or Equivalent	Packets	2
9.	Pointer/Softliner- (12 Pcs) Blue Dollar or Equivalent	Packets	1
10.	Pointer/Softliner (12 Pcs) Black Dollar or Equivalent	Packets	1
11.	Permanent Marker Black Dollar or Equivalent	Packets	3
12.	Management Files Chan Yi or Equivalent	Files	43
13.	Binder Clip 25MM (12 Pcs) Diamond or Equivalent	Packets	6
14.	Binder Clip 32MM (12 Pcs) Diamond or Equivalent	Packets	7
15.	Binder Clip 41MM (12 Pcs) Diamond or Equivalent	Packets	6
16.	Correction Pen Sensa or Equivalent	Pens	17
17.	File Separators (Plastic) S one or Equivalent	Packets	60
18.	Glue Stick UHU stic Or Equivalent	Sticks	17
19.	Highlighters- Yellow (12Pcs) Schneider or Equivalent	Packets	4
20.	Highlighters- Green (12Pcs) Schneider or Equivalent	Packets	3
21.	Highlighters- Pink (12Pcs) Schneider or Equivalent	Packets	2
22.	Lead Pencil 2.5HB (12 Pcs) Shark or Equivalent	Packets	10
23.	Eraser Bahadur or Equivalent	Packets	4
24.	Sharpener Bahadur or Equivalent	Packets	10
25.	Paper Clip 36 MM (100 Pcs) Three Flower or Equivalent	Packets	38
26.	Paper Cutter Fine Quality	Each	9
27.	Scotch Tape 1 inch Supreme or Equivalent	Pieces	10
28.	Scotch Tape 2-inch Supreme or Equivalent	Pieces	7
29.	Binding Tape 1-inch size	Pieces	3
30.	Binding Tape 2-inch size	Pieces	10
31.	Staple Machine MNG or Equivalent	Nos.	11
32.	Staple Pins 24/6	Packets	55
33.	Staple Pins 20 mm 3/4"	Packets	12
34.	Staple Pins 23/10	Packets	7

S/N	Items Description	UOM	QTY
35.	Staple Pins 23/15	Packets	5
36.	Stapler Remover KW - TRIO	Packets	15
37.	Stamp Pad Crystal	Packets	8
38.	Scissors Sensa	Pieces	8
39.	Small Envelope 3 x 9 inches	Each	85
40.	A4 Envelope	Each	250
41.	Legal Envelop	Each	160
42.	Calculator Casio MJ-120D Plus 12 Digits or Equivalent	Pieces	10
43.	Paper A4 Double A or Equivalent 80 grams	Rims	150
44.	Paper Legal Double A or Equivalent 80 grams	Rims	20
45.	PAPER A3 Double A or Equivalent	Rims	2
46.	Sticky Notes Sensa Flag Size	Packets	20
47.	File Flappers	Each	95
48.	Register Rizwan or Equivalent	Each	7
49.	Steel Scale	Each	6
50.	Card Files Shakir or Equivalent	Each	200
51.	Drafting Pad size 5.8 x 8.3 inches approx.	Each	10
52.	Punch Machine Fuji HDP-600	Each	8
53.	Single whole Punch Kangaroo or Equivalent (High Quality)	Pieces	8
54.	Paper Weight	Each	3
55.	Dak Folder for executives in Green Color	Each	3
56.	Spong Damper Pad	Nos.	3
57.	Printer Cartridge 56A Toner HP M436	Nos.	22
58.	HP107 A Toner	Nos.	3
59.	White Card files Printed with Punjab Cattle Market Management & Development Company), as per specimen	Nos.	400

Stamp & Signature of Bidder _____

BID SECURITY FORM

The Total Bid Security @ 02% of estimated price amounting to Rs. _____ in shape of "Call Deposit Receipt" of the Bank (Name) _____ is attached in accordance with Clause 14 of the Instruction to Bidder for the supply of stationary items.

Sr.#	Items	Bid Security @ 2% of Estimated Price (PKR)
1	PROCUREMENT OF STATIONARY ITEMS FOR HEAD OFFICE PCMMDC	

Stamp & Signature of Bidder _____

SPECIAL STIPULATIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein:

	<u>Clause of Contract</u>	
1 Amount of Performance Guarantee	7	5% of bid price in the shape of CDR / Demand Draft / Pay Order
2 Delivery of Goods / Services		
Address at which Goods to be delivered	10.1	PCMMDC Head Office 94-Babar Block, New Garden Town, Lahore
Contract Commencement & Termination Schedule.	10.2	From date of signing of contract up to 30 June 2024
3 Time within which payment shall be made after the delivery of invoice of payment to PCMMDC	13.2	100 % of periodic invoice of demanded and received items within 21 days of receipt of invoice from the Contractor, if PCMMDC has accepted it.
4 Liquidated Damages	18	
a) Liquidate damages for delayed delivery thereof.		a) 0.1% of the Contract Price for the delayed delivery per day or part thereof.
b) Limit of Liquidated Damages		b) Not to exceed in the aggregate ten percent (10%) of Contract Price stated in the Notice of Contract Award/Letter of Acceptance by the PCMMDC.

CONTRACT AGREEMENT

THIS CONTRACT made on the -----day of -----, 2024, between Chief Executive Officer, Cattle Market Management & Development Company (hereafter called "PCMMDC") of the one part and -----(hereinafter called "Contractor") of the other part.

WHEREAS PCMMDC invited bids for Procurement of Items for PCMMDC (hereafter called "Goods") as per following details:-

S/N	Items Description	UOM	QTY	Unit Rate	Total
1	Box Files Shakir Or Equivalent	Files	120		
2	Clipper Ball Point- Black (10 Pcs) Dollar or Equivalent	Packets	5		
3	Clipper Ball Point- Blue (10 Pcs) Dollar or Equivalent	Packets	8		
4	Schneider One Business Tintenroller off cap ball point Blue (10 Pcs) or Equivalent	Boxes	2		
5	Schneider Tintenroller off cap ball point Red (10 Pcs) or Equivalent	Boxes	1		
6	Uni Ball Roller ball Gel ink ball pen (12 Pcs) -Blue or Equivalent	Boxes	4		
7	Uni Ball Roller ball Gel ink ball pen (12 Pcs) -Black or Equivalent	Boxes	1		
8	Marker Pen (Black & Blue) Dollar or Equivalent	Packets	2		
9	Pointer/Softliner- (12 Pcs) Blue Dollar or Equivalent	Packets	1		
10	Pointer/Softliner (12 Pcs) Black Dollar or Equivalent	Packets	1		
11	Permanent Marker Black Dollar or Equivalent	Packets	3		
12	Management Files Chan Yi or Equivalent	Files	43		
13	Binder Clip 25 MM (12 Pcs) Diamond or Equivalent	Packets	6		
14	Binder Clip 32 MM (12 Pcs) Diamond or Equivalent	Packets	7		
15	Binder Clip 41 MM (12 Pcs) Diamond or Equivalent	Packets	6		
16	Correction Pen Sensa or Equivalent	Pens	17		
17	File Separators (Plastic) S one or Equivalent	Packets	60		
18	Glue Stick UHU stick Or Equivalent	Sticks	17		
19	Highlighters- Yellow (12 Pcs) Schneider or Equivalent	Packets	4		
20	Highlighters- Green (12 Pcs) Schneider or Equivalent	Packets	3		
21	Highlighters- Pink (12 Pcs) Schneider or Equivalent	Packets	2		
22	Lead Pencil 2.5 HB (12 Pcs) Shark or Equivalent	Packets	10		
23	Eraser Bahadur or Equivalent	Packets	4		
24	Sharpener Bahadur or Equivalent	Packets	10		
25	Paper Clip 36 MM (100 Pcs) Three Flower or Equivalent	Packets	38		
26	Paper Cutter Fine Quality	Each	9		

S/N	Items Description	UOM	QTY	Unit Rate	Total
27	Scotch Tape 1 inch Supreme or Equivalent	Pieces	10		
28	Scotch Tape 2-inch Supreme or Equivalent	Pieces	7		
29	Binding Tape 1-inch size	Pieces	3		
30	Binding Tape 2-inch size	Pieces	10		
31	Staple Machine MNG or Equivalent	Nos.	11		
32	Staple Pins 24/6	Packets	55		
33	Staple Pins 20 mm 3/4"	Packets	12		
34	Staple Pins 23/10	Packets	7		
35	Staple Pins 23/15	Packets	5		
36	Stapler Remover KW - TRIO	Packets	15		
37	Stamp Pad Crystal	Packets	8		
38	Scissors Sensa	Pieces	8		
39	Small Envelope 3 x 9 inches	Each	85		
40	A4 Envelope	Each	250		
41	Legal Envelop	Each	160		
42	Calculator Casio MJ-120 D Plus 12 Digits or Equivalent	Pieces	10		
43	Paper A4 Double A or Equivalent 80 grams	Rims	150		
44	Paper Legal Double A or Equivalent 80 grams	Rims	20		
45	PAPER A3 Double A or Equivalent	Rims	2		
46	Sticky Notes Sensa Flag Size	Packets	20		
47	File Flappers	Each	95		
48	Register Rizwan or Equivalent	Each	7		
49	Steel Scale	Each	6		
50	Card Files Shakir or Equivalent	Each	200		
51	Drafting Pad size 5.8 x 8.3 inches approx.	Each	10		
52	Punch Machine Fuji HDP-600	Each	8		
53	Single whole Punch Kangaroo or Equivalent (High Quality)	Pieces	8		
54	Paper Weight	Each	3		
55	Dak Folder for executives in Green Color	Each	3		
56	Sponge Damper Pad	Nos.	3		
57	Printer Cartridge 56 A Toner HP M 436	Nos.	22		
58	HP 107 A Toner	Nos.	3		
59	White Card files Printed with Punjab Cattle Market Management & Development Company), as per specimen	Nos.	400		

PCMMDC has accepted a bid by the Contractor for the supply of above-mentioned goods on the rates as offered by the bidder.

NOW THE CONTRACT WITNESS AS FOLLOWS

1. The following documents shall be deemed to form and be read and construed as part of this Contract.
 - (a) The Notification of Award / letter of Acceptance;
 - (b) The Bid and Schedules listed as under;
 - Schedule A Special Stipulations
 - Schedule B Price Schedule
 - (c) The Conditions of Contract;
 - (d) The Technical Specifications

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

2. In consideration of the payments to be made by PCMMDC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with PCMMDC to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. PCMMDC hereby covenants to pay the Contractor, in consideration of the provision of the Goods and the remedying of defects therein, at the times and in the manner prescribed by the Contract.

CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - 1.1.1 "Commencement Date of the Contract" means the date of signing of the Contract between the PCMMDC and the Contractor.
 - 1.1.2 "Contract" means the agreement entered into between the PCMMDC and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
 - 1.1.3 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of his contractual obligations.
 - 1.1.4 "Contractor" means the individual or firm / company / authorized dual supplier whose bid has been accepted by the PCMMDC and the legal successors, in title to the Contractor.
 - 1.1.5 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportionable to the Goods or Services in question.
 - 1.1.6 "Defects Liability Expiry Certificate" means the certificate to be issued by the PCMMDC to the Contractor.

- 1.1.7 "Defects Liability Period (Warranty Period)" means the period stated in the Schedule A Special Stipulations, following the taking over, during which the Contractor is responsible for making good defects and damage.
- 1.1.8 "PCMMDC" means the specific Punjab Government Department for which the equipment has been procured or any other person for the time being or from time to time duly appointed in writing by the PCMMDC to act as PCMMDC for the purposes of the Contract.
- 1.1.9 "PCMMDC's Representative" means any representative of the PCMMDC appointed from time to time.
- 1.1.10 "Goods" means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the PCMMDC under the Contract.
- 1.1.11 "PCMMDC" means the Cattle Market Management and Development Company.
- 1.1.12 "Services" means services ancillary to the supply of the Goods, such as insurance, and any other incidental services, such as testing, training and other such obligations of the Contractor covered under the Contract.
- 1.1.13 "Taking-Over Certificate" means the certificate to be given by the PCMMDC to the Contractor in accordance with Clause 10.4.

1.2. Headings and Titles

The headings and titles in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract.

1.3. Interpretation

Words importing persons or parties shall include firms and corporations and any organization having legal capacity. Words importing the singular only also include the plural and vice versa where the context requires.

1.4. Periods

In these Conditions "day" means calendar day and week means seven (7) calendar days.

1.5. Notice, Consents and Approvals

Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in eligible member countries.
- 3.2 For purposes of this Clause, "origin" shall be considered to be the place where the Goods were mined, grown or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that

is substantially different in basic characteristics or in purpose or utility from his components.

3.3 The origin of Goods and Services is distinct from the nationality of the Contractor.

4. Standards

4.1 The Goods/Services supplied under this Contract shall conform to the authoritative latest standard appropriate to the Goods.

5. Use of Contract Documents and Information

5.1 The Contractor shall not, without the PCMMDC's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawings, pattern, sample or information furnished by or on behalf of PCMMDC in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The Contractor shall not, without PCMMDC's prior written consent, make use of any document or information specified in Clause 5.1 above, except for purposes of performing the Contract.

6. Patent Rights

6.1 The Contractor shall indemnify and hold the PCMMDC harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof.

7. Performance Guarantee

7.1 Within **five (5) days** of receipt of the Letter of Acceptance, the successful Bidder shall furnish to PCMMDC the performance security in the amount of 5% of bid price as specified in the Schedule A Special Stipulations to Bid.

7.2 The proceeds of the performance security shall be payable to the PCMMDC as compensation for any loss resulting from the Contractor's failure to complete his obligations under the Contract. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

7.3 The performance security shall be denominated in a currency of the Contract, and shall be in one of the following forms:

(a) A bank guarantee/ CDR / Demand Draft / Pay Order

(i) Issued by a bank acceptable to the PCMMDC located in Pakistan; or

(ii) issued by a foreign bank through a correspondent bank acceptable to the PCMMDC located in Pakistan, and in the form provided in the bidding documents or another form acceptable to the PCMMDC; or

(b) a cashier's check or certified check.

7.4 The performance security will be returned by the PCMMDC not later than twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate.

8. Inspection and Tests

8.1 PCMMDC or its representative shall have the right to inspect the work being carried out under this Contract and to test the Goods to confirm their conformity to the Specifications. The Special Conditions of Contract or the Specifications or both

shall specify what inspections and tests PCMMDC requires and where they are to be conducted. PCMMDC shall notify the Supplier in writing of the identity of any representative detailed for these purposes.

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or his subcontractor(s), at point of delivery and/or at the final destination. Where conducted on the premises of the Supplier or his subcontractor(s), all-reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to PCMMDC.
- 8.3 Should any inspected or tested Service fail to conform to the specifications, PCMMDC may reject these, and the contractor shall either replace the rejected Goods or make all alterations necessary to meet the requirements of the Specifications free of cost to PCMMDC.
- 8.4 PCMMDC's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at the site of delivery shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by PCMMDC or its representatives prior to delivery of the Goods.
- 8.5 Nothing in this Clause shall in any way release the Supplier from any Warranty or Expiry or other obligations under the Contract.

9. Packing

- 9.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Contractor at the address specified in Schedule A Special Stipulations.
- 10.2. **Contract Commencement Schedule**
- 10.2.1 The delivery of Goods within 01 (one) year from the commencement date of Contract on as and when required basis.
- 10.2.2 Within the time stated in Schedule A Special Stipulations to Bid, the Contractor shall be bound to supply goods as required.
- 10.3. **Taking-Over Certificate**
- 10.3.1 The Contractor shall apply by notice to PCMMDC for a Taking-Over Certificate or GRN (Goods Received Note). The goods will be delivered at the place of delivery of goods.
- 10.3.2 PCMMDC will issue after receipt of Contractor's application either:
- (a) issue the Taking-Over Certificate to the Contractor stating the date on which the Goods have been over, or
 - (b) reject the application giving its reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

11. Transportation

Transport of the Goods to the place of destination as specified in the Contract shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.

12. Payment Terms

12.1 Payment will be made by PCMMDC for the supply, delivery of the goods and payment will be made as per the issuance of taking over certificate.

13. Method of Application

13.1 The Contractor shall submit application for payment in a form approved by PCMMDC. Application shall be accompanied by

- i. such invoices,
- ii. receipts,
- iii. a copy of Award/Acceptance Letter,
- iv. a copy of Purchase Order
- v. a copy of SCHEDULE - B: PRICE SCHEDULE
- vi. or other documentary evidence as the PCMMDC may require.

The application for payment shall state the amount claimed and shall set forth in detail, in the order of the Price Schedule, particulars of the Works executed.

13.2 Payment to Contractor

After receiving an application for payment which the Contractor was entitled to receive, PCMMDC shall proceed for the payment to contractor within 21 days of receipt of invoice, subject to

That there are no:

- (a) Defects or short comings in the Goods supplied.
- (b) The condition of Goods is satisfactory.

13.3 Correction to Certificates of Payment

The PCMMDC may in any certificate of payment make any correction or modification that properly be made in respect of any previous certificate.

13.4 Payment

The PCMMDC shall pay the amount certified within the period stipulated in Schedule-A, Special Stipulations to Bid, after the date of delivery of each certificate of payment to the PCMMDC.

14 Prices

14.1 Prices charged by the Contractor for goods delivered under the Contract shall not vary from the prices quoted by the Contractor in the Price Schedule.

14.2 Change Orders

14.2.1 PCMMDC may at any time, by written notice to the Contractor, instruct the Contractor to alter, amend, omit, add to or otherwise change any part of the Purchase Order.

14.2.2 The Contractor shall not perform Changes until PCMMDC has authorized a Change Order in writing

15 Contract Amendments

- 15.1 No variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by both parties.

16 Subcontracts

- 16.1 The Contractor shall not subcontract all or any part of the contract.

17 Extensions in the Contractor's Performance

- 17.1 Delivery of the Service and performance of the Services shall be made by the Contractor in accordance with the Contract Execution Schedule
- 17.2 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the PCMMDC in writing of the facts of the delay, his likely duration and his cause(s). As soon as practicable after receipt of the Contractor's notice, PCMMDC shall evaluate the situation and may at its discretion extend the Contractor's time for performance.
- 17.3 A delay by the Contractor in the performance of his delivery obligations shall render the Contractor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

18 Liquidated Damages

- 3.1 If the Contractor fails to deliver any or all of the Goods within the time period(s) specified in the Contract, PCMMDC shall without prejudice to any other remedy it may have under the Contract, deduct from the Contract Price as liquidated damages, a sum of money equal to the percentage named in Schedule A Special Stipulations to Bid, of the Contract Value which is attributable to such part of the Goods as cannot in consequence of the delay be put to the intended use for every day or part of a day between the scheduled delivery date with any extension of time thereof and the actual delivery date(s) provided that the amount so deducted shall not exceed in the aggregate, the percentage named in the Schedule-A to Bid of the Contract Price.

19 Termination for Default

- 19.1 PCMMDC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:
- (a) if the Contractor fails to deliver of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by PCMMDC; or
 - (b) if the Contractor fails to perform any other obligation(s) under the Contract; and
 - (c) if the Contractor, in either of the above circumstances, does not cure his failure within a period of two (1) weeks (or such longer period as PCMMDC may authorize in writing) after receipt of a notice of default from PCMMDC specifying the nature of the default(s).
- 19.2 In the event PCMMDC terminates the Contract in whole or in part, PCMMDC may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Contractor shall be liable to PCMMDC for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

20 Force Majeure

- 20.1 Notwithstanding the provisions of Clauses 18, 19 and 20, the Contractor shall not be liable for forfeiture of his performance security, liquidated damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the Contract is the result of an event of Force Majeure.
- 20.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of PCMMDC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 20.3 If a Force Majeure situation arises, the Contractor shall promptly notify PCMMDC in writing of such condition and the cause thereof. Unless otherwise directed by PCMMDC in writing, the Contractor 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 the Force Majeure event.

21 Termination for Insolvency

- 21.1 PCMMDC may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PCMMDC.

22 Termination by PCMMDC

The PCMMDC may, by a written notice of thirty (30) days to the contractor, terminate this Agreement. All accounts between the PCMMDC and the contractor shall be settled not later than thirty (60) days of the date of such termination.

23 Resolution of Disputes

- 23.1 PCMMDC and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 23.2 If, after fifteen (15) days, from the commencement of such informal negotiations, PCMMDC and the Contractor have been unable to resolve amicably a Contract dispute, either party may refer the dispute for resolution to Chief Executive Officer (PCMMDC). The decision of CEO (PCMMDC) shall be final and binding on the parties.

24 Contract Language

- 30.1 The Contract shall be in the English language, and all documentation related hereto will also be in the English language. The Contractor hereby represents that he has sufficient knowledge of the English language to fully understand the Contract.
- 30.2 If not then the Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

25 Applicable Law

The Contract shall be governed by and interpreted in accordance with the laws of Islamic Republic of Pakistan.

26 Notices

26.1 Notice to Contractor

All notices, instructions or orders to be given to the Contractor by PCMMDC, shall be served by sending the same by registered post to or leaving the same at the Contractor's principal office, or at the Contractor's office in Pakistan or such other addresses as the Contractor shall nominate for the purpose, or by handing over to the Contractor's representative.

26.2 Notice to PCMMDC

Any notice to be given to PCMMDC under the terms of the Contract shall be served by sending the same by registered post or leaving the same at the following office:

General Manager (Human Resource)
Punjab Cattle Market Management & Development Company (PCMMDC)
94 Babar Block, New Garden Town, Lahore
Tel: +92-42-99333505-8

27 Taxes and Duties

The Contractor shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside or inside Pakistan.

28 PCMMDC and PCMMDC's Representative

28.1 PCMMDC's Duties

PCMMDC shall carry out the duties specified in the Contract.

Except as expressly stated in the Contract, PCMMDC shall have no authority to relieve the Contractor of any of his obligations under the Contract.

28.2 PCMMDC's Representative

PCMMDC's Representative shall be appointed by and be responsible to the PCMMDC and shall only carry out such duties and exercise such authority as may be delegated to him by PCMMDC.

28.3 PCMMDC's Power to Delegate

PCMMDC may from time to time delegate power to the PCMMDC's Representative any of the duties vested in PCMMDC and may at any time revoke such delegation.

Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor and PCMMDC.

Any decision, instruction or approval given by PCMMDC's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the PCMMDC. However:

- (a) Any failure of PCMMDC's Representative to disapprove any Goods or workmanship shall not prejudice the right of PCMMDC to disapprove such Goods or workmanship and to give instructions for the rectification thereof;
- (b) If the Contractor questions any decision or instruction of PCMMDC's Representative, the Contractor may refer the matter to PCMMDC which shall confirm, reverse or vary such decision or instruction.

28.4 PCMMDC's Decisions and Instructions

The Contractor shall proceed with the decisions and instructions given by PCMMDC in accordance with these Conditions.

29 Compliance with Statues and Regulations

The Contractor shall in all matters arising in the performance of the Contract conform in all respects with the provisions of all Central, Provincial and Local Laws, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the PCMMDC indemnified against all penalties and liability of any kind for breach of any of the same.

30 Headings

Headings, whether of clauses or of other parts of the Contract, are for reference only and are not to be construed as part of the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

(PCMMDC)

(CONTRACTOR)

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Seal: _____

Seal: _____

BID FORM (FINANCIAL PROPOSAL)

To:

Chief Executive Officer
Punjab Cattle Market Management & Development Company (PCMMDC)
94 Babar Block, New Garden Town, Lahore.
Tel: +92-42-99333505-8, Email: info.cmmcg@gmail.com

Dear Sir/Madam,

Having examined the bidding documents for the said contract, I/we, the undersigned, offer to supply and deliver goods in conformity with the said bidding documents for the Total Bid Price for all item / equipment as under:-

Sr.#	Items	Total Price (PKR)
1	PROCUREMENT OF STATIONARY ITEMS FOR HEAD OFFICE PCMMDC	
Total Price (Inclusive of All Applicable Taxes)		

[Amount must coincide with the indicated amount under Total Price in PRICE SCHEDULE].

I/We undertake, if my/our above stated total bid for all items / equipment's is accepted, to complete the work in accordance with the Contract Commencement Schedule provided in the Schedule A-Special Stipulations to Bid.

If my/our Total Bid for all items / equipment's is accepted, I/we will provide the performance guarantee in the sum equivalent to **5 percent** of the Contract Price, for the due performance of the Contract.

We agree to abide by this Bid up to one year from the date of award of contract pursuant to Clause 3.1 of the Instructions to Bidders, and it shall remain binding upon us till expiry of one year from the award of contract.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Contract Award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

Dated this _____ day of _____ 2024.

Bidder Signature along with Seal

[to be detached and submitted as Financial Proposal in a separate sealed envelope.]

PRICE SCHEDULE (FINANCIAL PROPOSAL)

S/N	Items Description	UOM	QTY	Unit Rate	Total
1.	Box Files Shakir Or Equivalent	Files	120		
2.	Clipper Ball Point- Black (10 Pcs) Dollar or Equivalent	Packets	5		
3.	Clipper Ball Point- Blue (10 Pcs) Dollar or Equivalent	Packets	8		
4.	Schneider One Business Tintenroller off cap ball point Blue (10 Pcs) or Equivalent	Boxes	2		
5.	Schneider Tintenroller off cap ball point Red (10 Pcs) or Equivalent	Boxes	1		
6.	Uni Ball Roller ball Gel ink ball pen (12 Pcs) -Blue or Equivalent	Boxes	4		
7.	Uni Ball Roller ball Gel ink ball pen (12 Pcs) -Black or Equivalent	Boxes	1		
8.	Marker Pen (Black & Blue) Dollar or Equivalent	Packets	2		
9.	Pointer/Softliner- (12 Pcs) Blue Dollar or Equivalent	Packets	1		
10.	Pointer/Softliner (12 Pcs) Black Dollar or Equivalent	Packets	1		
11.	Permanent Marker Black Dollar or Equivalent	Packets	3		
12.	Management Files Chan Yi or Equivalent	Files	43		
13.	Binder Clip 25 MM (12 Pcs) Diamond or Equivalent	Packets	6		
14.	Binder Clip 32 MM (12 Pcs) Diamond or Equivalent	Packets	7		
15.	Binder Clip 41 MM (12 Pcs) Diamond or Equivalent	Packets	6		
16.	Correction Pen Sensa or Equivalent	Pens	17		
17.	File Separators (Plastic) S one or Equivalent	Packets	60		
18.	Glue Stick UHU stick Or Equivalent	Sticks	17		
19.	Highlighters- Yellow (12 Pcs) Schneider or Equivalent	Packets	4		
20.	Highlighters- Green (12 Pcs) Schneider or Equivalent	Packets	3		
21.	Highlighters- Pink (12 Pcs) Schneider or Equivalent	Packets	2		
22.	Lead Pencil 2.5 HB (12 Pcs) Shark or Equivalent	Packets	10		
23.	Eraser Bahadur or Equivalent	Packets	4		
24.	Sharpener Bahadur or Equivalent	Packets	10		
25.	Paper Clip 36 MM (100 Pcs) Three Flower or Equivalent	Packets	38		
26.	Paper Cutter Fine Quality	Each	9		
27.	Scotch Tape 1 inch Supreme or Equivalent	Pieces	10		
28.	Scotch Tape 2-inch Supreme or Equivalent	Pieces	7		
29.	Binding Tape 1-inch size	Pieces	3		
30.	Binding Tape 2-inch size	Pieces	10		
31.	Staple Machine MNG or Equivalent	Nos.	11		
32.	Staple Pins 24/6	Packets	55		

S/N	Items Description	UOM	QTY	Unit Rate	Total
33.	Staple Pins 20 mm 3/4"	Packets	12		
34.	Staple Pins 23/10	Packets	7		
35.	Staple Pins 23/15	Packets	5		
36.	Stapler Remover KW - TRIO	Packets	15		
37.	Stamp Pad Crystal	Packets	8		
38.	Scissors Sensa	Pieces	8		
39.	Small Envelope 3 x 9 inches	Each	85		
40.	A4 Envelope	Each	250		
41.	Legal Envelop	Each	160		
42.	Calculator Casio MJ-120 D Plus 12 Digits or Equivalent	Pieces	10		
43.	Paper A4 Double A or Equivalent 80 grams	Rims	150		
44.	Paper Legal Double A or Equivalent 80 grams	Rims	20		
45.	PAPER A3 Double A or Equivalent	Rims	2		
46.	Sticky Notes Sensa Flag Size	Packets	20		
47.	File Flappers	Each	95		
48.	Register Rizwan or Equivalent	Each	7		
49.	Steel Scale	Each	6		
50.	Card Files Shakir or Equivalent	Each	200		
51.	Drafting Pad size 5.8 x 8.3 inches approx.	Each	10		
52.	Punch Machine Fuji HDP-600	Each	8		
53.	Single whole Punch Kangaroo or Equivalent (High Quality)	Pieces	8		
54.	Paper Weight	Each	3		
55.	Dak Folder for executives in Green Color	Each	3		
56.	Sponge Damper Pad	Nos.	3		
57.	Printer Cartridge 56 A Toner HP M 436	Nos.	22		
58.	HP 107 A Toner	Nos.	3		
59.	White Card files Printed with Punjab Cattle Market Management & Development Company), as per specimen	Nos.	400		

Total Price in Words (Inclusive of All Applicable Taxes):

Note:

- Evaluation shall be done at Total Bid Price.
- Overwriting, cutting, use of fluid etc., is not allowed and may lead to cancelation of bid offered.
- Incomplete or semi filled bids shall be treated as Non-Responsive.

Stamp & Signature of Bidder _____

[to be detached and submitted as Financial Proposal in a separate sealed envelope.] Page 24 of 24