



PROJECT: 47279-002, KARACHI BUS RAPID TRANSIT RED LINE PROJECT

Government of Sindh

Bid Solicitation Document

for

**Procurement of Printed Material (Letterheads, Envelopes, Folders
and File Covers etc.) for TransKarachi Corporate Office**

under

Framework Agreement

Reference No: FW-Printed Materials-01/Aug-2022

August 2022

INSTRUCTION TO BIDDERS

Introduction & Scope of Bid

1. TransKarachi (the “Purchaser”) is a public sector company registered under section 42 of Companies Act 2017. The company is responsible to implement the ADB funded Karachi BRT Redline Project of the Government of Sindh.
2. The Purchaser intends to sign a Framework Agreement for the period of 01 Year regarding Procurement of Printed Material (Letterheads, Envelopes, Folders and File Covers etc.) as per list provided under the Price & Delivery Schedule given below in this Bidding Document. The procured goods are required to be supplied at supplier’s own cost at TransKarachi Corporate Office addressed at C-89, Block-2, near Bilal Masjid Clifton Karachi.

Eligible Bidders

3. This Request for Quotations (RFQ) is open to all the interested Supplier Firms/ Companies registered with FBR & SRB having relevant experience and possessing required printing facility as per Employer’s branding needs and experience of supplying of all types of printing material for office usage. Bidders, however, must meet the requirements as described in this bidding Document.
4. Bidders shall not be under a declaration of blacklisting by any Government department or private firm or involved in any corrupt practice or facing such case anywhere.
5. Each bidder is allowed to submit only one bid. In case a bidder submits more than one bid it’s all Quotations shall be rejected.
6. Joint Venture (JV) is not allowed for this Procurement.

Cost of Bidding

7. The bidder shall bear all the costs associated with the preparation and submission of its bid, and TransKarachi will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

Bid Security

8. All the submitted Quotations must be accompanied by a Bid Security for the amount not less than PKR 50,000/- in shape of Pay Order, Demand Draft, Call Deposit or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of “TransKarachi”. The Bid Security is to be attached with the Bid as Appendix-A.
9. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
10. Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the Bid validity period has expired.
11. The Bid Security of un-successful bidder will be returned once the Letter of Acceptance (LoA) is issued to the successful Bidder, and he has signed the Framework Agreement.
12. The successful bidder may claim to return the Bid Security after the successful delivery against Supply Order-1 during the valid period of the Framework Agreement.

Preparation of Quotations

12. Under single stage one envelope process, all interested bidders are required to submit their Quotations along with all the required documents as per checklist provided in this Bidding Document) in the manner described hereunder:
 - a) You shall submit your one Original Bid in a sealed envelope and clearly marked "ORIGINAL". In addition, you shall also submit one copy of your Bid in another envelope clearly marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail. Both envelopes shall be addressed to TransKarachi at the address provided in the advertisement this Bidding Document.
 - b) Your Bid must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature & Stamp on your Cover Letter, Priced & Delivery Schedule and/or on Documents Checklist (*Appendix-C*), your Bid shall be considered as non-responsive and shall be rejected.
13. The Bidders MUST have to incorporate/in-built in their quoted rates all the Taxes, Duties, Levies etc. as the deduction will be made for all applicable taxes of FBR & SRB at source on each payment. The quoted rates must also be inclusive of delivery, transportation charges up to TransKarachi Office.
14. The Bidders are required to quote their unit rates against all the items of list mentioned in the *Price & Delivery Schedule* and submit along with Bid as Appendix-B. However, separate Supply Orders shall be issued each time for selected items as per requirement of the Company during the period/course of Framework Agreement.
15. The quoted rates of individual items shall be valid for 1-year period; the rates shall not be reviewed during the contractual period of Framework Agreement and the rates shall be locked for the stated period.

Bid Validity

16. Your Quotations should be valid for a period of 30 days from the deadline for submission of the Quotations. However, TransKarachi may under exceptional circumstances request for extension in bid validity that shall be for not more than the period equal to the period of the original bid validity.

Submission of Quotations

17. Complete Quotations comprising one Original & one Copy along with the required documents as per checklist attached as Appendix-C to this document should be submitted (in Hard copy only) by the due date & time as mentioned in the published advertisement at the following address: TransKarachi, C-89, near Bilal Masjid, Block 2, Clifton, Karachi. Telephone: 021-99332476-8

Note: Submission of Quotations in soft copy by electronic media/Email is not allowed.

Evaluation and Comparison of submitted Quotations

19. All the submitted Quotations will be evaluated based on below mentioned required documents.
 - a) Proof of registration with FBR. (Income Tax & Sales Tax) and must be on active taxpayer list.
 - b) Unit Rates & Delivery time of the quoted items. Quotations with unbalanced rates and unreasonable delivery time may be rejected.
 - c) Affidavit that the bidder has not been blacklisted or debarred by any Govt., Semi-Govt or Private organization in Pakistan.
 - d) Proof of relevant past similar experience in form of Supply Order/Contract with Government Organizations/INGOs/Private Companies/Banks etc.
 - e) Bid Security submitted.
20. The Purchaser may reject one or all such proposals, which are vague/does not adhere to these instructions or the Quotations/Quotations are conditional.
21. Successful bidder in the competition may be asked for the provision of samples of quoted items before each supply. The Branding (Logo, Name, Font, Color, Layout etc.) may be subject to change for each Supply Order (if asked by the Purchaser).

Signing of Framework Agreement

22. The Bidder/Supplier/Company whose submitted Bid/Proposal is determined to be substantially responsive and who has offered the lowest unit rates as well as the earliest delivery of goods against each Supply Order will be notified by the Purchaser within Bid Validity period for the acceptance of Bid and will be asked to furnish the Framework Agreement along with Terms & Conditions on the stamp paper of required value for the signatures of both parties.
23. The required value of Stamp Paper for furnishing of Framework Agreement will be notified by the Purchaser within due course of time to the successful Bidder after accepting of their Proposal/Bid.

Conflict of Interest & Arbitration

24. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
25. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (Purchaser and Vendor/Supplier/Bidder).

Appendix – A

Bid Security

(To be attached by the Vendor/Supplier as per Clause-8 of Instruction to Bidders)

Appendix-B**PRICE & DELIVERY SCHEDULE***[To be furnished & submitted on Companies original letterhead]***Procurement of Printed Material (Letterheads, Envelopes, Folders and File Covers etc.) for TransKarachi Corporate Office under Framework Agreement****Bid Reference No:** FW-Printed Materials-01/Aug-2022

Item No:	Description	Unit	QTY	Unit Rate (PKR) (Including all taxes)	Amount (PKR) (Including all taxes)	Proposed Delivery Time after Supply Order
1	Letter Head Offset Printing. Size A-4. Weight: 90 gsm	No.	10,000			
2	Envelope Offset Printing. Size: 9" x 4" Weight: 90 gsm	No.	10,000			
3	Envelope Offset Printing. Size: 12 "x 10" Weight: 90 gsm	No.	10,000			
4	Envelope Offset Printing. Size: 15 "x 12" Weight: 90 gsm	No.	10,000			
5	File Folder (Double Folded) Offset Printing. Size: A-4. Weight: 350 gsm	No.	10,000			
6	File Cover with Clips Offset Printing. Size: Legal. Weight: 350 gsm	No.	10,000			

Note:

- 1) The description & quantities of all the items in below mentioned list are tentative and are subjected to change during the contractual period of Framework Agreement.
- 2) Separate Supply Orders will be issued each time as per Purchaser's requirement.
- 3) Bidders are required to quote unit rates (inclusive of all applicable taxes) for all the items listed below.
- 4) The quoted rates of individual items shall be valid for 1-year period; the rates shall not be reviewed during the contractual period of Framework Agreement and the rates shall be locked for the stated period.

Appendix-C**COMPLIANCE CHECKLIST FOR SUBMISSION OF DOCUMENTS**

[This checklist must be produced on Company's original Letterhead & submitted along with Bid duly signed & stamped]

Kindly Check the box (Yes or No) against each mentioned document submitted along with your Bid/Proposal.

	DOCUMENTS LIST	YES	NO
1.	Cover Letter for submission of Bid <i>(Produced on company's original letterhead duly filled, signed & stamped).</i>		
2.	Bid Security of PKR: 50,000/- in the shape of Pay Order/Call Deposit/ Bank Guarantee in favor of "TransKarachi". (Appendix-A)	<input type="checkbox"/>	<input type="checkbox"/>
3.	Price & Delivery Schedule (Appendix-B) <i>(To be produced on company's original letterhead, filled, signed & stamped)</i>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Proof of registration with FBR & SRB. (Income Tax & Sales Tax) and must be on active taxpayer list.	<input type="checkbox"/>	<input type="checkbox"/>
5.	An affidavit on Stamp Paper of appropriate value stating that Bidder has not been blacklisted by any Government/Private organization/ NGO/Bank in Pakistan.	<input type="checkbox"/>	<input type="checkbox"/>
6.	Proof of relevant past experience in the form of Supply Order/ Agreement/Supply Order etc. signed & executed with Government/ Private organization/NGO/Bank etc.	<input type="checkbox"/>	<input type="checkbox"/>
7.	Any other document as deemed appropriate for submission in support of your Bid. <i>(Please mentioned here the description of the document)</i>	<input type="checkbox"/>	<input type="checkbox"/>

Authorized Representative's Signature: _____

Bidder's/Company's Name: _____

Company Stamp/Seal: _____

**TERMS AND CONDITIONS OF FRAMEWORK AGREEMENT
(FOR SUCCESSFUL BIDDER ONLY)****Contract Number:** FW-Printed Materials-01/Aug-2022**Starting Date:** _____**Ending Date:** _____

This Agreement supersedes all prior oral or written agreements (if any) between the parties and constitutes the entire agreement in respect of this purchase.

Supplier Details:

M/s. _____

Address: _____

Telephone: _____

E-mail: _____

Purchaser Details:

TransKarachi,

Address: C-89, near Bilal Masjid, Block 2, Clifton, Karachi

Telephone: 021-99332440, 99332478, 99332512

E-mail: procurement@transkarachi.pk

1. The Agreement:

This will be a framework agreement for the Procurement of Printed Material (Letterheads, Envelopes, Folders and File Covers etc.) for TransKarachi Corporate Office under Framework Agreement valid for the period of 01 Year and may be extended further for an appropriate period as per need basis.

2. Applicable Law

This framework agreement shall be interpreted in accordance with the laws of the **Islamic Republic of Pakistan**.

3. Language

All communications and documents related to this framework agreement shall be in English.

4. Fraud and Corruption

This framework agreement shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

5. Quantities and Unit Rates

The Quantity of items will be communicated for each consignment separately by issuing subsequent Supply Orders every month or as & when required. The amount of each Delivery may vary as per the need and requirement. The unit rates of all the items will remain the same till the end of the Agreement.

6. Delivery Schedule:

Every month or on “as and when required” basis, “Supply Order” shall be issued to Vendor/Supplier and within 15 to 30 days of receipt of the Supply Order (as indicated by the Vendor’s Quotation); supply of the items must be made by the Vendor/Supplier to the TransKarachi office at Karachi.

The vender shall bear any costs for unloading at the point of delivery. TransKarachi only accepts responsibility for the items upon issuance of a signed Delivery Challan confirming goods, duly signed by the authorized representatives of both the Supplier & Purchaser.

7. Duration of the Agreement:

This Agreement shall commence upon the signing of this agreement and shall be valid for the period of 01 Year unless earlier terminated pursuant to Section 5 of this contract.

TransKarachi and the Vendor/Supplier may mutually agree to extend the services beyond the term of the Agreement through a written Amendment to this Framework Agreement after successful review of the performance of the Vendor/Supplier.

8. Price Reductions

If the Vendor/Supplier provided/supplied the items whose quality is not up to the mark as desired or it is similar to specifications; however, it is not exactly what it was required, but the item is “*Fit for the Purpose*”, then the supplied item/s may be accepted after applying Price Reduction @ 1 to 10% of the original Unit Rate on that particular item/s.

9. Penalty / Liquidated Damages

If the Vendor/Supplier failed to complete the required delivery on given time against any issued Supply Order, or to replace the poor quality/sub-standard goods/items within given time, then the Employer/TransKarachi may impose Penalty/Liquidated Damages to the Vendor/Supplier at the rate of 1 to 10% of the Total Cost of items under relevant Supply Order.

These damages shall not relieve the Vendor/Supplier from his obligation to complete the remaining deliveries or from any other duties, obligations or responsibilities which he may have under this framework agreement.

10. Buy Back Facilities

If the stock of any item remains at TransKarachi office without usage, the TransKarachi may instruct the Supplier to replace those items with other new items and claim the difference of cost.

11. Notify the Purchaser:

The Vendor/Supplier must notify TransKarachi well in time of all the deliveries in advance to allow relevant people to be available to check and unload goods. Failure to notify TransKarachi may result in a delay in offloading, the cost of which will be borne by the delivering party.

12. Receipt of Goods:

TransKarachi requires official documentation to record all receipts of goods. The supplier may choose to prepare a Delivery Note/Challan which will be required to be signed by the representatives of both the Supplier & Purchaser confirming items received. A copy of this signed Delivery Note/Challan should be attached with all invoices to support payment. No payment shall be made without the approved, Signed & Stamped Delivery Challan.

13. Payment Terms

100% Payment of supplied items will be made through crossed cheque in the name of company/ vendor within 28 days of receipt of successful delivery of goods and accepted by the TransKarachi and upon submission of Supplier's Invoice (On Company's Letter Head) supported by all the relevant supporting documents such as Covering Letter, Delivery Challan (in original) signed by both the Supplier's & Purchaser's representatives, and Satisfactory Report from the concerned Section/Department of TransKarachi.

14. Legal Status:

The Vendor shall be considered as having the legal status of an independent Vendor vis-à-vis TransKarachi. The Vendor, its personnel and sub-contractors shall not be considered in any respect as being the employees of TransKarachi. The Vendor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

15. Ethical Standards:

All suppliers doing business with TransKarachi should maintain high standards on ethical issues, respect and apply basic human and social rights, ensure non-exploitation of child labour, and give fair working conditions to their staff. TransKarachi will not do business with producers of weapons, alcohol, tobacco, or pornography at any stage if such incident of exploitation or production of weapons, alcohol tobacco or pornographic material is reported, Purchaser will terminate the agreement immediately.

16. Conflict of Interest:

Vendors must notify TransKarachi if there is potential conflict of interest with any TransKarachi staff prior to signing of this Agreement. Any supplier failing to do so, and later found to have a conflict of interest will be struck from the Vendor/Supplier database at TransKarachi and his agreement will be terminated.

17. Obligations:

Vendor shall neither seek nor accept instructions from any authority external to TransKarachi. Vendors may not communicate at any time to any other person, government, or authority external to TransKarachi any information known to them by reason of their association with the TransKarachi which has not been made public, except in the course of their duties or by authorization of TransKarachi, nor shall Vendors at any time use such information to private advantage. These obligations will not be lapsed upon termination/ expiration of their agreement with TransKarachi.

18. Agreement Management

The TransKarachi contact for the management of this contract is: Manager, Procurement & Contracts, and the contact for the management of this agreement from Vendor side to be nominated by the Vendor/Supplier.

Any issues arising during this contract must be communicated in writing between these two contacts. Any adjustments to the Agreement must also be noted in writing, with signatories from representatives of both parties.

19. Acceptance and Acknowledgement:

No Agreement shall become effective, and no Agreement shall exist until & unless TransKarachi has received from the Vendor written acceptance of these Terms & Conditions, which govern this Agreement by signing at the end of this Agreement. Initiation of performance under this Agreement by the Vendor/Supplier shall also constitute acceptance of the Agreement by the Vendor/Supplier, including all terms and conditions herein contained or otherwise incorporated by reference.

20. Taxes:

The Vendor/Supplier shall be entirely responsible for all direct & indirect taxes including Income Tax, GST, SST, other duties, license fees, etc., incurred in supply of Goods to the Purchaser and the deduction of all applicable taxes at source shall be made on each payment. If the Vendor/Supplier is exempted by the FBR/SRB or any other relevant authority for such tax deductions, relevant evidence must be provided with each payment claim failing which deduction of applicable tax will be made at source.

21. Inspection:

The duly accredited representatives of TransKarachi shall have the right to inspect the goods ordered under this Agreement at Vendor's stores, during manufacture, in the ports or places of shipment, and the Vendor shall provide all facilities for such inspection. TransKarachi may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of TransKarachi, or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Agreement concerning obligations subscribed by the Vendor, such as warranty or specifications.

22. Officials Not to Benefit:

The Vendor represents and warrants that no official of TransKarachi has been, or shall be, offered by the Vendor any direct or indirect benefit arising from this Agreement or the award thereof. The Vendor agrees that breach of this provision is breach of an essential term of this Agreement.

23. Failure to Perform

The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

24. Force Majeure:

Force Majeure includes natural disasters, local laws or regulations, industrial disturbances, acts of violence, civil disturbances, explosions and/or any other similar cause of equivalent force not caused by, nor within the control of, either party or which neither party is able to overcome.

As soon as possible after the occurrence of a Force Majeure type situation; and within but not more than fifteen (15) days, the Vendor shall give notice with full particulars in writing to TransKarachi of such Force Majeure. If the Vendor is thereby unable, wholly or in part, to perform his obligations & meet his responsibilities under this Agreement, TransKarachi shall then have the right to cancel the Agreement by giving, in writing, seven (7) days' notice of termination to the Vendor.

25. Rejection:

The TransKarachi shall have the right to reject the goods or services or any part thereof if they do not conform to specifications or the scope of works.

26. Cancellation of Agreement due to Integrity Violation

The Purchaser may Cancel this Agreement at its sole discretion at any time without giving any advance notice, if the Supplier, in the judgment of the Purchaser/ TransKarachi has engaged in integrity violations in accordance with **Clause 4 [Fraud and Corruption]**, in competing for or in executing this Contract.

The Purchaser may also Cancel this Agreement at any time upon 07 days written notice to the Vendor/Supplier if:

- i) The Vendor/Supplier failed to complete the required delivery on given time
- ii) The Vendor/Supplier failed to replace the poor quality/sub-standard goods/items
- iii) The Vendor/Supplier have provided/supplied poor quality items 3 times continuously.
- iv) The Vendor/Supplier failed to fulfill any of his obligations under this Framework Agreement.

TransKarachi shall forfeit Bid Security if the termination is intimated by the Vendor/Supplier prior to completion of this Agreement.

27. Transparency:

TransKarachi undertakes to conduct transparent transactions in all operations. The parties agree that any payments related to this transaction are open and transparent.

28. Suspension of ADB Loan or Credit

In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

- (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.

Agreed between:

Signature and seal of the Supplier

Signature and seal of the Purchaser
For and on behalf of TransKarachi

Name of Authorized Representative

Name of Authorized Representative

Designation: _____

Designation: _____

Date: _____

Date: _____