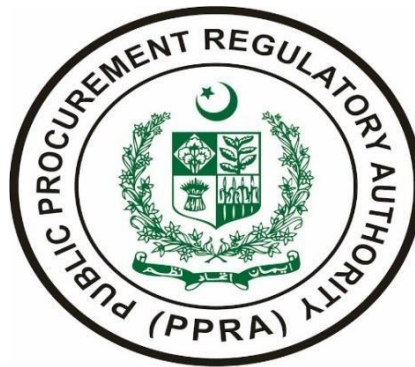

PRE-QUALIFICATION DOCUMENT

Procurement of Toners for Printers Photocopiers & Fax Machines through Open Framework Agreement (3 Years)

(National Competitive Bidding)



Public Procurement Regulatory Authority

Pakistan

March, 2026

Brief of the Document

Procurement Notice -

The attached template is the Invitation for Prequalification of Suppliers willing to sign open framework agreement with the Procuring Agency for provision of Common Use Items and Commodities, i.e., **of Toners for Printers Photocopiers & Fax Machines** in accordance with the provisions of the agreement.

Prequalification Document (Procurement of Goods through Framework Agreement)

PART 1 PREQUALIFICATION PROCESS

Section I Instructions to Applicants (ITAs)

This Section contains detailed information for preparing and submitting the Applications for Prequalification, in addition to information on opening and evaluation of the Applications.

Section I contain provision that are to be used by the Procuring Agencies without modification.

Section II - Prequalification Data Sheet (PDS)

This Section contains provisions that supplement the ITA (in Section-I), and are specific to respective Prequalification Proceedings.

Section III - Qualification Criteria and Requirements

This Section prescribes the methodology, criteria, and requirements to be used to determine the capacity and capability of the Applicants for the supply of goods and related services in accordance with the requirements of the Procuring Agency with an objective to prequalify them for Invitation to Bid(s), and sign the open framework agreement(s) with the selected bidder(s) in case of Open Framework Agreement(s) for the purpose of awarding Call off Contracts

Section IV - Application Forms

This Section contains Application Submission Form and other allied forms required to be submitted with the Application.

Section V - Eligible Countries

This Section contains information regarding eligible countries in accordance with the Policy of the Federal Government.

PART 2 -- SUPPLY REQUIREMENTS

Section VII – Schedule of Requirements

This Section includes a brief description of the Goods and Related services including provisional estimate of the required volume and/or quantity, Technical Specifications and Drawings (if applicable), and Delivery and Completion Schedules.

Procurement Notice
Standard
Invitation for Prequalification
[For subsequent Framework Agreement(s)]
[Public Procurement Regulatory Authority]

1. The Public Procurement Regulatory Authority (PPRA) has sufficient funds from its own resources toward the expenditure of the Procurement of Toners for Printers Photocopiers & Fax Machines and intends to apply part of the proceeds toward payments under the contracts for Procurement of Toners for Printers Photocopiers & Fax Machines.
2. PPRA intends to prequalify suppliers for Invitation to Bid(s), and sign the framework agreement(s) with the pre-qualified bidder(s) for subsequent bidding process.
3. The objective of the intended Open framework agreement(s) is the on-demand supply / on need basis of toners for printers' photocopiers and fax machines through subsequent mini competition/call of contract(s) and with successful pre-qualified bidders, and the purpose of this Prequalification Notice is to provide the information to enable the potential applicants to decide whether or not to respond to this Prequalification Notice.
4. PPRA will pre-qualify prospective Applicants from amongst those who will have submitted their applications / proposals in accordance with the requirements of the procuring agency (PPRA) to supply toners for Printers Photocopiers & Fax Machines through Open Framework Agreement.
5. The applicants fulfills / qualifies the eligibility and qualification criteria shall be prequalified / shortlisted as a prequalified applicants for a period of three years, and an open Framework Agreement(s) will be signed with them for provision of the items/goods (Procurement/sup- ply of required quantity of Printers Photocopiers & Fax Machines through Open Framework Agreement as per approved specifications). All Prequalified applicants shall have to submit their financials proposals/quotations, on as and when required basis/on-demand, and the call- off Contract shall be issued accordingly to lowest quoted qualified bidder(s)/most advantageous bid.
6. The Supplier shall abide by all terms and conditions stipulated therein. PPRA during the term of Framework Agreement(s) may require prequalified bidders to submit their financials proposals/quotations, on as and when required /on-demand basis. Prices are not a part of the Open Framework. Pricing will be obtained through the Competitive Order Process. A competitive ordering process must be used to select a supplier to provide the said goods/services.
7. Where the procuring agency has to make similar procurements at different intervals in a defined period of time and it expects better prices because of economies of scale, it may enter into a framework contract at specified prices during that defined period.
8. Framework Contracts shall be concluded following open competitive bidding with one or more bidders to provide a range of goods over a defined period of time not exceeding three years.

9. An open Framework Agreement in accordance with Rule 16 A of the Public Procurement Rules, 2004 shall be executed with all pre-qualified suppliers / firms for a period of three years. During the period of Framework Agreement, only those pre-qualified firms shall be issued "Call off Contract / Request for Quotation" notices for the said procurement, within a specified time, whenever the demand arises / as and when required basis.
10. For each call off order/quotations, PPRA shall call up quotations in sealed envelope on demand / as and when required basis, as annexed (Form E) to this document from the successful pre-qualified applicants / suppliers / bidders on its panel and award the work to the supplier who has quoted the lowest rates. In case, if the lowest quoted supplier refuses to supply the required quantity of procurement in full, then the second lowest bidder / most advantageous bidder will be asked to supply the remaining quantity on the price quoted by the lowest quoted bidder and so on.
11. Applications should be submitted manually in hard copy form. Detailed Pre-qualification documents, containing requirements, terms and conditions, are available with the procuring agency and may be obtained by interested bidders during office hours.
12. The Pre-qualification documents / proposals, prepared in accordance with the instructions contained in the Pre-qualification Documents, must be submitted to the PPRA in the office of the Admin Expert, 1st Floor, F.B.C Building, G-5/2, Islamabad, on or before 03-04-2026 at 11:30 AM. The Applications will be opened on the same day at 12:00 Noon at the same venue.
13. Pre-qualification documents along with terms and conditions for bidding can be obtained free of cost from the PPRA website i.e. www.ppra.org.pk or from the office of the undersigned during office hours.
14. Only the prequalified applicants shall be entitled to participate in the procurement proceedings and it is expected that Open Framework Agreement(s) will be signed between the Public Procurement Regulatory Authority and the pre-qualified bidder(s) in April 2026 for the period of 03 Years. In accordance with the provision of Rule 16 (5) of the Public Procurement Rules, 2004, Public Procurement Regulatory Authority (PPRA) may on need basis pre-qualify new supplier(s) during continuity of the framework agreement.
15. Prequalification process is open for all the national Applicants subject to fulfilling the eligibility requirements mentioned in the respective Prequalification Documents. Interested Applicants may seek further information/clarification from PPRA in writing. A complete set of Prequalification Documents may be accessed by interested Applicants through PPRA Website or the office of undersigned.

(Sarmad Usman)

Admin Expert

1st Floor, FBC Building, Sector G-5/2, Islamabad, Pakistan

051-9216995

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PART 1 – PRE-QUALIFICATION

Section I - Instructions to Applicants

A. General	
1 Scope of Application	1.1 In connection with the “Invitation for Prequalification”, PPRA issues this set of Prequalification Documents (PD) to prospective applicants (also hereinafter referred as Applicants) interested in submitting applications to determine the capacity and capability of the Applicant(s) for supply of Goods and Related Services incidental thereto as specified in Section VII (Schedule of Requirements) .
2 Source of Funds	2.1 Source of funds is same as referred in Invitation for Prequalification.
3. Fraud and Corruption	3.1 The Procuring Agency requires that the Applicants /Bidders/ Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements and contracts. 3.2 The Applicants/Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts records and other documents relating to any, Application/Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency. 3.3 Any communications between the Applicant and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication. 3.4 Procuring Agency will reject an application or bid or proposal if it is established that the Applicant or the Bidder or Prosper was engaged in corrupt and fraudulent practices in competing for the contract. 3.5 Procuring Agency will also declare the Applicant as blacklisted in accordance with Rule 19 of the Public Procurement Rules 2004 and predefined standard mechanism.

4 Eligible Applicants	4.1 An Applicant may be a Vendors, Traders/Firms (the supplier) having GST registered with income tax subject to ITB 4.3. In case of single (private) it shall be liable for execution of all the provisions of the Framework Agreement (if signed between the Procuring Agency and the entity), the execution of any Call-off Contract(s) awarded (to the entity) under the Framework Agreement in accordance with the Call- off Contract conditions that apply. 4.2 Applicants may be considered to have a conflict of interest if they have a close business or family relationship with such professional staff of the Procuring Agency (or a recipient of a part of the funds) who: (a) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or (b) would be involved in the implementation or supervision of such Framework Agreement or Call-off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process Bidding process-during the execution of the Framework Agreement and/or Call-off Contract. 4.3 An Applicant that has been declared debarred or blacklisted shall be ineligible to be prequalified to bid or enter into any Framework Agreement or Call-off Contract for such period of time and for such type of procurement for which he has been declared debarred or blacklisted. The list of debarred firms and individuals is available at PPRA's website. 4.4 An Applicant shall provide such documentary evidence for determining the eligibility of the Applicant to the reasonable satisfaction of the Procuring Agency.
5 Eligibility (in terms of Nationality)	Applicants may be ineligible if they are nationals of ineligible countries as indicated in Section V.
B. Contents of the Prequalification Documents	
6 Sections of Prequalification Documents	6.1 This set of Prequalification Documents consists of Parts 1 and 2 which comprise all the sections indicated below and which should be read in conjunction with any Addendum issued in accordance with ITA 8.

	PART 1 Prequalification Procedures • Section I - Instructions to Applicants (ITA) • Section II - Prequalification Data Sheet (PDS) • Section III - Qualification Criteria and Requirements • Section IV - Application Forms • Section V - Eligible Countries • Section VI - Fraud and Corruption PART 2 Supply Requirements • Section VII – Schedule of Requirements
	6.2 The Procuring Agency accepts no responsibility for the completeness of the Prequalification documents, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification documents in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Procuring Agency shall prevail.
	6.3 The Applicant is expected to examine all instructions forms and term & conditions prescribed in the Prequalification Documents and to furnish with its application all information or documentation as is required by the Prequalification Documents.
7 Clarification of Prequalification Documents and Pre-Application Meeting	7.1 An Applicant requiring any clarification of the Prequalification Documents shall contact the Procuring Agency in writing. The Procuring Agency will respond in writing to any request for clarification provided that such request is received no later than three (03) days prior to the deadline for submission of the Applications. The Procuring Agency shall forward a copy of its response to all prospective Applicants through PPRA Website who have obtained the Prequalification Documents from PPRA Website or through Office, including a description of the inquiry but without identifying its source. If so indicated in the PDS, the Procuring Agency shall also promptly publish its response through PPRA Website. Should the Procuring Agency deem it necessary to amend the Prequalification Documents as a result of a clarification, it shall do so in accordance with the provisions of ITA 16.2. If indicated in the PDS, the Applicant's designated representative is invited at the Applicant's cost to attend a pre-Application meeting through online platform as per date and time mentioned in the PDS. During this Pre-Application meeting prospective Applicants may request clarification of the schedule of requirement, the qualification criteria or any other aspects of the Prequalification Documents. 7.2 Minutes of the Pre-Application meeting if applicable including the text of the

	questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given together with any responses prepared after the meeting will be transmitted promptly to all prospective Applicants who have obtained the Prequalification Documents. Any modification to the Prequalification Documents that may become necessary as a result of the pre-Application meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITA 8. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an Applicant.
8 Amendment of Prequalification Documents	8.1 At any time prior to the deadline for submission of Applications the Procuring Agency may amend the Prequalification Documents by issuing an Addendum. 8.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants who have obtained the Prequalification Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page and Print Media. 8.3 Provided that an Applicant who had already submitted their Applications prior to the issuance of any such addendum shall have the right to withdraw his already submitted Application and submit the revised Application prior to the original or extended Application submission deadline. 8.4 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Procuring Agency may at its discretion, extend the deadline for the submission of Applications in accordance with ITA 16.2: 8.5 Provided that the Procuring Agency shall extend the deadline for submission of Applications, if such an addendum is issued within last three (03) days of the Application submission deadline.
C. Preparation of Applications	
9 Cost of Application	The Applicant shall bear all costs associated with the preparation and submission of its Application. The Procuring Agency will in no case be responsible for those costs regardless of the outcome of the Prequalification process.
10 Language of Application	The Application as well as all correspondence and documents relating to the Prequalification exchanged by the Applicant and the Procuring Agency shall be written in the language specified in the PDS

	Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PDS in which case, for the purpose of interpretation of the Application, the translation shall govern.
11 Documents Comprising the Application	The Application shall comprise the following: (a) Application Submission Letter, in accordance with ITA 12.1; (b) Eligibility: documentary evidence establishing the Applicant's eligibility, in accordance with ITA 13.1; (c) Qualifications: documentary evidence establishing the Applicant's qualifications, in accordance with ITA 14; and (d) any other document required as specified in the PDS.
12 Application Submission Letter	The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms) . This Form must be completed without any alteration to its format.
13 Documents Establishing the Eligibility of the Applicant	To establish its eligibility in accordance with ITA 4 the Applicant shall complete the eligibility declarations in the Application Submission Letter and Form ELI-1.1 (eligibility) , included in Section IV (Application Forms) .
14 Documents Establishing the Qualifications of the Applicant	14.1 To establish its qualifications to perform the contract(s) in accordance with Section-III (Qualification Criteria and Requirements), the Applicant shall provide the information requested in the corresponding Information Sheets included under Section IV (Application Forms). 14.2 The documentary evidence of the Applicant's qualifications to conclude a Framework Agreement and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency's satisfaction: (a) that, if required in the BDS, an Applicant that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV A (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country; (b) that if required the BDS in case of a Applicant not doing business within Islamic Republic of Pakistan (or the country where the procurement is being made) the Applicant is o

	will be (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.
D. Submission of Applications	
15 Submission of the Applications	15. The Bidder shall prepare and submit Bid with due diligence after carefully reading all the terms and condition before submission in accordance with the procedures specified in the PDS. 15.1 In case the Applicant is a JV, the Application shall submit through an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.
16 Deadline for Submission of Applications	16. Applicants shall be submitted no later than the deadline indicated in the PDS. 16.1 If required in accordance with the provisions of ITA 8.3, the Procuring Agency will extend the deadline for the submission of Applications in which case all rights and obligations of the Procuring Agency and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended. 16.2 Th deadline will be extended in the same manner a that of original Invitation for Prequalification (or the advertisement).
7 Opening of Applications	17. The Procuring Agency shall open all Applications on the date and time specified in the PDS . Late Applications shall be treated in accordance with ITA 16.1 .
E. Procedures for Evaluation of Applications	
18 Confidentiality	18. Information relating to the Applications their evaluation and results of the Prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the Prequalification process until the notification of Prequalification results is made to all Applicants in accordance with ITA 26. 18.1 From the deadline for submission of Applications to the time of notification of the results of the Prequalification in accordance with ITA 28, any Applicant that wishes to contact the Procuring Agency on any matter related to the Prequalification process may do so only in writing

19 Clarification of Applications	19.1 To assist in the evaluation of Applications the Procuring Agency may seek clarification (including missing documents) of its application to be submitted within a stated reasonable period of time Any request for clarification from the Procuring Agency and all clarifications from the Applicant shall be in writing. 19.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Procuring Agency's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.
20 Responsiveness of Applications	The Procuring Agency may reject any Application which is not responsive to the requirements of the Prequalification Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 19.1 and the Applicant fails to provide satisfactory clarification and/or missing information within prescribed time, it may result in disqualification of the Applicant.
21 Margin of Preference	Unless otherwise specified in the PDS , a margin of preference shall not apply in the Bidding process resulting from this Prequalification.
22 Sub-contractors	Unless otherwise stated in the PDS Sub-contractors' qualification and experience will not be considered for evaluation of the Applicant. The Applicant on its own (without taking into account the qualification and experience of the Sub-contractor) should meet the qualification criteria.
F. Evaluation of Applications and Prequalification of Applicants	
23 Evaluation of Applications	The Procurement Committee shall use the factors methods criteria and requirements defined in Section-III, Qualification Criteria and Requirements to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used.
24 Procuring Agency's Right to Accept or Reject Applications	The Procuring Agency reserves the right to accept or reject all the Applications, and to annul the Prequalification process at any time, without thereby incurring any liability to the Applicants. However, the procuring agency shall record its reasons and justifications, duly approved by the Principal Accounting Officer or Head of Organization.
25 Prequalification of Applicants	25 All Applicants whose applications substantially meet or exceed the specified qualification requirements will be prequalified by the Procuring Agency. 25.1 An Applicant may be "conditionally prequalified," that is, qualified subject to the Applicant submitting or correcting certain specified

	nonmaterial documents or deficiencies to the satisfaction of the Procuring Agency. 25. 2 Applicants that are conditionally prequalified will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Procuring Agency before or at the time of submitting their Bids.
26 Notification of pre-qualification	26.1 The Procuring Agency shall notify all applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those applicants who have been disqualified will be informed separately 26.2 The procuring agency shall communicate to those suppliers or contractors who have not been pre-qualified the reasons for not pre-qualifying them. 26.3 Procuring agency shall publish the prequalification evaluation report on the PPRA Website indicating necessary information including names of the applicants, qualified or not-qualified etc.
27 Request for Bids	Promptly after the notification of the results of the pre-qualification, the procuring agency will invite the Bids from all applicants that have been pre-qualified
28 Changes in Applicants' Qualification	28.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 26 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of Bids. Such approval shall be denied if: (a) a prequalified applicant proposes to associate with a disqualified applicant or in case of a disqualified joint venture, any of its members; (b) as a consequence of the change, the applicant no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (c) in the opinion of the Procuring Agency, the change may result in a substantial reduction in competition. 28.2 Any such change should be submitted to the Procuring Agency before the date of "Invitation to Bids".
29 Redressal of Grievances	29.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) and proceed in accordance with the procedure and mechanism defined under Rule-48 of the Public Procurement Rules 2004.

	29.2 The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement.
30 Mechanism of Blacklisting	The procuring agency shall initiate blacklisting or debarment proceedings against any bidder, supplier or contractor in accordance with the mechanism prescribed under Rule-19 of the Public Procurement Rules, 2004 read with “Mechanism for Blacklisting Regulations, 2024”.

Section II - Prequalification Data Sheet (PDS)

A. General	
ITA 1.1	The identification number of the Invitation for Prequalification is 5 (25)/GS/PPRA/2021-22] The Procuring Agency is Public Procurement Regulatory Authority, F.B.C Building, G-5/2, Islamabad The list of contracts is: Contract No. 5(25)/GS/PPRA/2021-22 – Toners for printers, photocopiers, and fax machines.
ITA 2.1	The name of the Project or Procurement is Toners for Printers, Photocopiers and Fax Machines
ITA 3.1	JV Not allowed.
ITA 4.1	A list of debarred firms and individuals is available on the PPRA's website: http://www.ppra.org.pk
B. Contents of the Prequalification Document	
ITA 7.1	For clarification the bidder shall seek clarifications in writing.
ITA 7.1 & 8.2	Web page: [http://www.ppra.org.pk]
ITA 7.2	Pre-Application Meeting will not be held.

C. Preparation of Applications

ITA 11.1 (d)	Documentary evidence establishing that the Applicant meets the qualification requirements are specified in Section III – Qualification Criteria and Requirements of the Bidding Documents.
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D. Submission of Applications

ITA 16.1	The deadline for Application submission is: Day: <i>[Tuesday]</i> Date: <i>[3rd April, 2026]</i> Time: <i>[11:30 A.M]</i> Applications shall be submitted in hard form to the office of the Admin Expert, 1st Floor, F.B.C Building, G-5/2, Islamabad.
ITA 17.1	The opening of the Applications shall be: <i>[3rd April, 2026, 12:00 Noon]</i>
ITA 18.2	The bids shall be opened on the said date, time and venue mentioned above.

E. Procedures for Evaluation of Applications

ITA 25.1	All the pre-qualified contractor shall require to sign open framework agreement with PPRA and participate in subsequent bidding process. The bidder declared as most advantageous bidder through subsequent mini competitive process shall be awarded the call of contract. Note: Through Open Framework agreement multiple mini competition shall be held amongst the pre-qualified firm as soon as the procuring agency deemed appropriate. PPRA may pre-qualify applicant during the currency of the contract along with the existing pre-qualified bidders.
ITA 29.1	If an applicant wishes to make a Prequalification related Complaint/ grievances the applicant should submit its complaints/grievances, in writing. In summary, at this stage, a Prequalification related Complaint may challenge any of the following: - the terms of the Prequalification Documents; and - the Procuring Agency's decision not to prequalify an Applicant.

Section III - Qualification Criteria and Requirements

This Section contains the methods criteria, and requirements that the procuring agency shall use to evaluate applications. This information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

Mandatory Qualification Requirements

The Applicant shall submit with its Application, the following additional documents.

- i. Applicant should be registered with FBR and must be on ATL List (Documentary proof to be attached).
- ii. Applicant shall be registered with relevant registration authorities (Documentary proof to be attached).
- iii. Have relevant experience of at least three (2) years in supply in relevant field with leading government organizations or companies of repute. (copies of supply orders etc must be attached).
- iv. Applicant shall have office located at Islamabad/Rawalpindi with Phone Numbers/Addresses
- v. Applicant should be an authorized dealer / distributor / reseller of the quoted products. Copies of valid distributorship / dealership / partnership Certificate in this regard must be attached.
- vi. The Applicant must provide an undertaking that the quoted items are genuine, brand new and free from defects on the format specified at **Form B** on the stamp paper of Rs. 100/-
- vii. An Affidavit on Rs.100/-value stamp paper duly attested by Notary public, that the firm is not blacklisted by the government /semi government department as per **Form C** of this document.
- viii. The Bidder must submit a duly completed and signed Bid Securing Declaration in the exact format prescribed in the Bid Securing Declaration Form provided in these Bidding Documents. Failure to submit the Bid Securing Declaration (as per **Form D**) shall render the Bid non-responsive.
- ix. The bidder(s) must provide an authorization certificate for the respective Lot(s) they have quoted.

Section IV - Application Forms

Application Submission Letter

Date: *[March, 2026]*

IFP No. and title: *[insert IFP number
5(25)/GS/PPRA/2021-22, Procurement of Toners for
Printers, Photocopiers, and Fax Machines]*

To: **Public Procurement Regulatory Authority**

We, the undersigned, apply to be prequalified for the referenced IFP and declare that:

- (a) **No reservations:** We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with Instructions to Applicants **(ITA) 8:** *[insert the number and issuing date of each addendum]*.
- (b) **No conflict of interest:** We have no conflict of interest in accordance with **ITA 4.6;**
- (c) **Eligibility** We (and our subcontractors) meet the eligibility requirements as stated **ITA 4.1** we have not been suspended by the Procuring Agency based on execution of Bid/Proposal Securing Declaration in accordance with **ITA 4.9;**
- (d) **Not bound to accept:** We understand that you may cancel the Prequalification process at any time without incurring any liability to the Applicants in accordance with **ITA 25.1** Only suppliers or contractors who have been pre-qualified shall be entitled to participate further in the procurement proceedings
- (e) **True and correct** All information statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed: *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name: *[insert full name of person signing the Application]*

In the capacity of: *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of: *[insert full name of the Applicant or the name of the JV]*

Address: *[insert street number/town or city/country address]*

Dated: *[insert date the document is signed i.e. day number] day of [insert month], [insert year]*

[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]

Form ELI -1.1

Applicant Information Form

Date: *[insert day, month, year]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* page

Applicant's name along with nationality <i>[insert full name]</i>
Applicant's actual year of incorporation: <i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.5. ☐ 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Current Contract Commitments / Contracts in Progress Form CON-1

1	Name of Contract(s)
2	Procuring Agency Contact Information [insert address, telephone fax e-mail address]
3	Value of outstanding contracts [current PKR equivalent]
4	Estimated delivery date
5	Average monthly invoices over the last six months (PKR/mon.)

Manufacturer's Authorization

[The Applicant shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Application Submission]*
IFP No.: *[insert number]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Applicant]* to **submit a Prequalification Application and submit a Bid** the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the **General Conditions of Contract**, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V - Eligible Countries

Eligibility for the Provision of Goods and Related Services

At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible.

As per policy of the Federal Government the products/goods from countries on restricted list are not eligible.

Section VI – Scope of Supply

Scope of Supply

The scope of supply includes the on-demand supply and delivery of toners for printers photocopiers, fax machines, and multifunctional devices as specified in the Schedule of Requirements. The Supplier shall provide genuine and brand-new toners compatible with the mentioned models. All items shall be properly packed, labeled, and delivered to the PPRA office, Islamabad, within the time period specified in the Purchase Order(s). The Supplier shall ensure replacement or warranty coverage in case of defective or substandard items and shall provide timely delivery as and when required under the Framework Agreement

1. Delivery Schedule

The Supplier shall deliver the required toners to the PPRA office G-5/2, Islamabad, within seven (07) working days from the date of issuance of the Purchase Order. Partial and on-call deliveries may be required during the validity of the Framework Agreement. All deliveries shall be made during official working hours, and the Supplier shall ensure timely and complete supply of genuine and compatible items as per the specifications.

2. Criteria to conclude a Framework Agreement(s)

The Framework Agreement shall be signed with the all the pre-qualified **bidder** meeting all technical and qualification requirements. Evaluation shall be based on the following criteria:

1. **Compliance with technical specifications** of the required toners
2. **Submission of complete documentation** as specified in the Pre-qualification documents.
3. **Availability of stock and delivery capacity** within the required timeframe.
4. **Competitive pricing** and cost-effectiveness.
5. **After-sales support and warranty coverage.**

Section VII – Schedule of Requirements

details of goods (lot-wise)

1. Estimated Schedule of Requirements- Supply of Goods

(Toners for Black & White Printers) <i>Lot-1</i>						
Sr. No	Description of Goods	Estimated required	Annual	Qty	Place of Destination	
1	HP Laser Jet Pro 400DN	15			Public Procurement Regulatory Authority, G- 5/2 Islamabad	
2	HP Laser Jet M 605	10				
3	HP Laser Jet Pro M404DN	10				
Total			35			
(Toners for Color Printers) <i>Lot-2</i>						
Sr. No	Description of Goods	Estimated required	Annual	Qty		
1	HP Laser Jet M553	05				
Total			05			
(Toners for Fax Machines) <i>Lot-3</i>						
Sr. No	Description of Goods	Estimated required	Annual	Qty		
1	Panasonic KX FL 422	03				
2	Canon L 170	03				
3	Panasonic KX MB 1520	02				
Total			08			
(Toners for Photocopier) <i>Lot-4</i>						
Sr. No	Description of Goods	Estimated required	Annual	Qty		
1	Konica Minolta Bizhub Pro 1100	10				
2	Konica Minolta Bizhub 185E	05				
3	Konica Minolta Bizhub 958	10				
Total			25			
(Toners for Laser Printers) <i>Lot-5</i>						
Sr. No	Description of Goods	Estimated required	Annual	Qty		
1	Laser printer LBP 172 DW ASA Canon		15			
Total			15			
(Toners for Multifunctional Printers) <i>Lot-6</i>						
Sr. No	Description of Goods	Estimated required	Annual	Qty		
1	Multi-Function printer MF284DW Canon		15			
Total			15			

Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
Lot-1		
1	HP LaserJet Pro 400DN Toner	Original HP toner compatible with LaserJet Pro 400DN; black;
2	HP LaserJet M605 Toner	Original HP toner compatible with LaserJet M605; black;
3	HP LaserJet Pro M404DN Toner	Original HP toner compatible with LaserJet Pro M404DN; black;
Lot-2		
4	HP LaserJet M553 Color Toner	<i>Original HP toners (Cyan, Magenta, Yellow, Black) compatible with M553;</i>
Lot-3		
5	<i>Panasonic KX FL 422 Toner</i>	<i>Genuine Panasonic toner compatible with KX FL 422 fax machine;</i>
6	<i>Canon L170 Toner</i>	<i>Genuine Canon toner compatible with Canon L170 fax machine;</i>
7	<i>Panasonic KX MB1520 Toner</i>	<i>Genuine Panasonic toner compatible with KX MB1520 fax machine;</i>
Lot-4		
8	<i>Konica Minolta Bizhub Pro 1100 Toner</i>	<i>Original toner compatible with Bizhub Pro 1100 photocopier;</i>
9	<i>Konica Minolta Bizhub 185E Toner</i>	<i>Genuine toner compatible with Bizhub 185E photocopier;</i>
10	<i>Konica Minolta Bizhub 958 Toner</i>	<i>Genuine toner compatible with Bizhub 958 photocopier;</i>
Lot-5		
11	<i>Canon LBP 172DW Toner</i>	<i>Original Canon toner compatible with LBP 172DW printer;</i>
Lot-6		
12	<i>Canon MF284DW Toner</i>	<i>Original Canon toner compatible with MF284DW multifunction printer</i>

Detailed Technical Specifications and Standards *[All toners supplied under this Framework Agreement shall meet the following requirements:]*

1. **Compatibility:** Toners must be fully compatible with the printer, copier, or fax machine models listed in Section VII – Schedule of Requirements.
2. **Original/Brand New:** Only genuine, OEM-certified toners shall be accepted; refilled, remanufactured, or third-party cartridges are not allowed and shall not be accepted.
3. **Performance:** Toners must meet or exceed the **page yield** and performance standards specified by the original equipment manufacturer (OEM).
4. **Standards Compliance:** Toners must conform to relevant **ISO/IEC standards** (e.g., ISO/IEC 19752 for black-and-white, ISO/IEC 19798 for color).
5. **Shelf Life:** Minimum shelf life of **12 months** from the date of delivery.
6. **Packaging:** Toners must be properly packed to avoid damage during transportation and storage.
7. **Labeling:** Each package must clearly indicate model, color, quantity, batch number, and manufacturing date.
8. **Warranty:** Toners must be free from defects and covered under the supplier's warranty for the duration of the Framework Agreement

1. Notification of Intention to Conclude a Framework Agreement(s)

[This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to each Bidder that submitted a Bid. Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: *Public Procurement Regulatory Authority*

Address: *G-5/2 Islamabad*

Email Address: *sarmadusman@ppra.org.pk*

[IMPORTANT: *insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]*

Procuring Agency: [Public Procurement Regulatory Authority (PPRA)]

Project: [Procurement of Toners for Printers, Photocopiers, Fax Machines]

Framework Agreement title: [Supply of Toners under Open Framework Agreement]

Country: [Pakistan]

Loan No. / Credit No. / Grant No.: [Not applicable]

ITB No: [5(25)/GS/PPRA/2021-22]

Date of transmission: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Conclude a Framework Agreement(s)

This Notification of Intention to conclude Framework Agreement(s) (Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

All Applicants *[INSTRUCTIONS: insert names of all applicants that submitted applications. If the Bid price/s or pricing mechanism/s was evaluated include the evaluated as well as the read-out price.]*

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Total Technical Score (if any)	Technical Score Secured by the bidder

Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

How to request a debriefing

Deadline: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Conclude a Framework Agreement.

Provide the framework agreement name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: Sarmad Usman

Title/position: Admin Expert

Agency: Public Procurement Regulatory Authority

Email address: *sarmadusman@ppra.org.pk*

If your request for a debriefing is received within the **three (3) Business Days** deadline, we will provide the debriefing **within five (5) Business Days** of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by **five (5) Business Days** after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

How to make a complaint

Deadline: Procurement-related Complaint challenging the decision to conclude a Framework Agreement shall be submitted by midnight, *[insert date] (local time)*.

All complaints shall be filed in writing.

Provide the Framework Agreement name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Agency]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Framework Agreement. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Agency:

Signature:

Name:

Title/position:

Telephone:

Email: _____

Notification to Conclude a Framework Agreement

[Use letterhead paper of the Procuring Agency]

[Date]

To: *[name and address of successful Bidder]*

Notification to Conclude a Framework Agreement

Framework Agreement No. *[insert FA reference number]*

This is to notify you that your Bid dated *[insert date]* to conclude a Framework Agreement in relation to the supply of *[insert short title for Goods]* is hereby accepted by our Agency.

Please sign, date and return the Framework Agreement within *[insert the applicable period for signing of the FA in accordance of the ITB]* days of receipt of the same.

Authorized Signature:

Name:

Title/position:

Name of Agency:

Telephone:

Email:

Attachment: Framework Agreement

Framework Agreement

[Note This form is to be completed by the Procuring Agency in accordance with the instruction provided in italicized text. The italicized text should be deleted from the final documents.]

*Note the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the Primary Procurement process. In the Primary Procurement process the Procuring Agency is responsible for establishing the FA(s). However, the parties to the FA will be the “**Procuring Agency(s)**” and, where Procuring Agency(s) and responsible for managing and administering the FA. In the FA, the successful Bidder(s) is called the “Supplier”. This covers the Supplier’s capacity as both a holder of a FA and as a Supplier under a Call off Contract.]*

This Framework Agreement *[insert reference number of the Framework Agreement]* is made for the supply of *[Toners for Printers insert brief description of Goods and services]*

on the *[insert: number]* day of *[insert: month]*, *[insert: year]*

between

The Procuring Agency(s) *[Public Procurement Regulatory Authority, G-5/2, Islamabad the Procuring Agency(s)]* and

The Supplier *[insert name of the Supplier]* a corporation incorporated under the laws of *[insert country of Supplier]* and having its principal place of business at *[insert Supplier’s address]* (Supplier).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Procuring Agency(s) during the Term of the Framework Agreement as and when the Procuring Agency(s) wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

Section A: Framework Agreement General Provisions

Section B: Framework Agreement Specific Provisions

Schedule 1: Schedule of Requirements

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of *[insert the name of the Framework Agreement governing law country]* on the day, month and year indicated above.

“For and on behalf of the Procuring Agency:”

Signed: *[insert signature]*

Full name: *[name of person signing]*

Agency: *[insert the name of agency]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier:

Signed: *[insert signature of authorized representative(s) of the Supplier]*

Full name: *[name of person signing]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification official of witness]*

Section A: Framework Agreement General Provisions (FAGP)

[the following text must not be modified by the Procuring Agency.]

Section A Framework Agreement General Provisions (FAGP)

1 Definitions

- a) The following words and expressions shall have the meanings hereby assigned to them
- b) **“Business Day”** is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency’s official public holidays.
- c) **“Call-off Contract”** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
- d) **“Commencement Date”** is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- e) **“Contract Price”** is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- f) **“Day”** means calendar day.
- g) **“Goods”** means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Specific Provisions that the Supplier is required to supply to the Procuring Agency under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
- h) **“In Writing”** means communicated or recorded in written form. It includes, for example: mail, e-mail or fax.

- i) **“Incoterms”** means the international commercial terms for goods published by the International Chamber of Commerce (ICC).
- j) **“Procuring Agency’s Country”** is the country specified in the FA Specific Provisions, if procurement is being made outside Pakistan.
- k) **“Related Services”** means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Procuring Agency’s Country to convey the Goods to their final destination.
- l) **“Secondary Procurement”** is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- m) **“Single-User Framework Agreement”** means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
- n) **“Supplier”** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procuring Agency, from time to time and as and when required the Goods and if applicable, Related Services, under a Call-off Contract.
- o) **“Term”** means the duration of this Framework Agreement as described in the FA Specific Provisions starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA Specific Provisions.

2. Framework Agreement Documents

- 2.1 This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement it shall be deemed to form and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

3. Supplier’s obligations

- 3.1 The Supplier shall offer to supply (standing offer) to the Procuring Agency, the Goods including any Related Services if applicable described in the Framework Agreement Schedule 1: Schedule of Requirements for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement

3.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub **paragraphs 3a to 3c.** below. The Supplier shall notify the Procuring Agency immediately in writing if it ceases to be qualified and/or ceases to be eligible or the Goods cease to be eligible.

3.3 The Supplier undertakes to supply the Goods under a Call-off Contract. The Goods supplied shall be:

- a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
- b) at the Contract Price specified in the Call-off Contract and
- c) in such quantities, at such times and to such locations as specified in the Call-off Contract.

3.4 If specified in the **FA Specific Provisions** at any point during Term of the Framework Agreement should technological advances be introduced by the Supplier for the Goods originally offered by the Supplier in its bid and still to be delivered the Supplier shall offer to the Procuring Agency(s) of the Call-off Contract the latest versions of the available Goods having equal or better performance or functionality at no additional cost to the Procuring Agency (s).

3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, **Schedule 4**, and Call-off Contract Special Conditions of Contract set out in Call-off Contract shall apply to the supply of Goods.

4. Continued Qualification and Eligibility

- 4.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions** A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
- 4.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries

as specified in the **FA Specific Provisions**. For the purpose of this provision origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in the **FA Specific Provisions**.

- 4.3 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Framework as described in **Section B**, Framework Agreement General Provisions Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Procuring Agency or Public Procurement Regulatory Authority.
- 4.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility Failure to provide such evidence a requested may result in the Supplier being disqualified from participating in a Secondary Procurement process and/or being awarded a Call-off Contract and/or the termination of the Framework Agreement.

5. Term

- 5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.
- 5.2 Where permitted in the **FA Specific Provisions** the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three year), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, in writing, prior to the date on which the Framework Agreement would otherwise have expired.

6. Representative

- 6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new

representative Any representative appointed shall be authorized to make decisions on the day-to-day operations of the Framework Agreement.

- | | |
|---|--|
| 7. Role of Procuring Agency | 7.1 The role of PA is to manage and administer the Framework Agreement(s). The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call off Contracts, all communications, including notices, must be made to the Procuring Agency named in the Call-off Contract. |
| 8. Contract Price | 8.1 The Contract Price for each Call-off Contract, shall be determined in accordance with Secondary Procurement Process. |
| 9. Performance Security (or Guarantee) | 9.1 The Procuring Agency may require a Performance Security (or guarantee) from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security (or guarantee) contained in the Call-off Contract Special Conditions of Contract. |
| 10. Language | <p>10.1 This Framework Agreement and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the language specified in the FA Specific Provisions Supporting documents and printed literature that are part of this Framework Agreement and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in which case for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.</p> <p>10.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p> |
| 11. Notices | 11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the FA Specific Provisions . A notice shall be effective when delivered, or on the notice's effective date, whichever is later. |
| 12. Fraud and Corruption | 12.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least th |

name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

13. Records, inspections and audit

13.1 The Supplier shall keep and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

14. Confidential Information

14.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

14.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:

- a) now, or in future, enters the public domain through no fault of that party
- b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party
- c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

15. Governing Law

15.1 This Framework Agreement and any Call-off Contract, shall be governed by and interpreted in accordance with the applicable State Laws, unless otherwise specified in the **FA Specific Provisions** or the Special Conditions of Contract as set out in any Call-off Contract.

16. Change to the Framework Agreement

16.1 Any change to this Framework Agreement, including an extension of the Term (subject to the condition that the total duration of the framework agreement shall not exceed **three year**), must be in writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

17. Termination of the Framework Agreement

17.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately by notice in writing to the Supplier, if:

- a) in the judgement of the Procuring Agency the Supplier has

- been engaged in Fraud and Corruption, or
- b) during the term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per **FAGP 4**. or
 - c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring Agency, or
 - d) the Supplier becomes bankrupt or otherwise insolvent.
- 17.2 The Procuring Agency may terminate this Framework Agreement in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated and the date upon which such termination becomes effective.
- 18. Consequence of expiry or termination**
- 18.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract However no further Call-off Contracts shall be awarded once the Framework Agreement is terminated.
- 19. Dispute resolution in relation to this Framework Agreement**
- 19.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolve the dispute.
- 19.2 Where parties have exhausted the process described in **FAGP 19.1** the parties may, by mutual agreement nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.
- 20. Dispute resolution in relation to Call-off Contracts**
- 20.1 The Procuring Agency and the Supplier for a Call-off Contract 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.
- 20.2 If, after **twenty-eight (28)** days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of

which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

20.3 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
and
- b) the Procuring Agency shall pay the Supplier any monies due the Supplier.

Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

Framework Agreement General Provision	Description
FAGP 1.1 (g) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of toners for printers, photocopiers, fax machines. The Goods, and Related Services, are more fully described in the Schedule of Requirements including, where applicable: list of Goods list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 (J) Procuring Agency' Country	The Procuring Agency's Country is: <i>Pakistan</i>
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: a. Framework Agreement, including all Sections and Schedules, b. Notice of Conclusion of a Framework Agreement, and c. Letter of Bid
FAGP 3.4 Supplier's Obligations	Supplier is under obligation to deliver goods as per required specification of PPRA
FAGP 4 Eligibility	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. <i>As per policy of the Federal Government the products/goods from countries on restricted list are not eligible</i>
FAGP 5.1 Ter	The Term of this Framework Agreement is 03 years from the Commencement Date.
FAGP 5.2 Term extension(s)	<i>No extension in the contract is allowed beyond three years.</i>
FAGP 6.1 Representatives	<u>Procuring Agency's Representatives</u> The name and contact details of the Procuring Agency's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:

	Name: <i>Sarmad Usman</i> Title/position: <i>Admin Expert</i> Address: <i>1st Floor, FBC Building, Sector G-5/2, Islamabad, Pakistan</i> Phone: <i>051-9216995</i> E-mail: <i>sarmadusman@ppra.org.pk</i>
FAGP 6.1 Representatives	<u>Supplier's Representatives</u> The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are: Name: <i>[Insert name]</i> Title/position: <i>[Insert title]</i> Address: <i>[Insert complete mailing address]</i> Phone: <i>[Insert official phone numbers]</i> Mobile: <i>[Insert mobile number]</i> E-mail: <i>[Insert official email for correspondence]</i>
FAGP 10.1 Language	The language of this Framework Agreement, and any Call-off Contract is <i>English</i>.
FAGP 20.2 Dispute Resolution in relation to Call-off Contract.	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the document. (E-procurement contract clause should be included) The rules of procedure for arbitration proceedings shall be as follows: "In the case of a dispute between the Procuring Agency and a Supplier who is a national of Islamic Republic of Pakistan, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan" The place of arbitration will be <i>Islamabad</i>

FORM-B

(Must be Provided on a Value of Rs. 100/- Stamp Paper)

UNDERTAKING / CERTIFICATE

The firm will provide only original / genuine and brand new products and not substandard, poor quality, fake / counterfeited products / items (wherever applicable).

If provided items / information found false, or the firm found Black Listed/Debarred by any organization in Pakistan and any international organization, or any criminal proceedings found in any court of law, the contract of the firm will be immediately TERMINATED without assigning any reason and making any refund / payment. Further the performance security given by the firm will also be confiscated and blacklisting/debarment proceedings may also be initiated against the firm

M/s

Authorized Contact Person Name: _____

Address:

Tel # _____ Mobile # _____ Fax # _____

CNIC # _____ Email _____

Signature & Thumb Impression

Dated

Firm Seal

ATTESTED BY NOTARY PUBLIC

FORM C

(Must be Printed on Rs. 100/- Stamp Paper)

BLACK-LISTING CERTIFICATE.

CERTIFIED THAT M/S. _____, HAS NOT BEEN BLACK-LISTED/DEBARRED BY ANY PUBLIC OR PRIVATE SECTOR ORGANIZATION IN PAKISTAN.

M/S.

Contact Person :

Address :

Tel #:

Mobile #. _____ Fax # : _____

Email :

Signature :

Dated :

Agency Seal :

ATTESTED BY NOTARY PUBLIC

FORM D

Bid Securing Declaration

[Note: The Bidder shall fill in this Form in accordance with the instructions indicated.]

Must printed on the firm's letterhead

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price;
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

a) Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

FORM E
SPECIMEN CALL OFF QUOTATION / ORDER

To, ABC,

Resident of: _____

Tel:

Subject: **CALL OFF QUOTATION / ORDER FOR PROVISION OF TONERS**

In pursuance of Pre-Qualification Document No. /2022 and the Framework Contract Agreement between PPRA and your Company/Firm, the call off quotation / order is placed for the supply of following items in terms of relevant provisions of the pre-qualification documents and contract agreement:

Sr	Description	Qty

You are required to fill in the table above and submit rates within three (03) days of issuance of this call off Quotation / order at the office of Public Procurement Regulatory Authority G-5/2, Islamabad in a sealed envelope.

(-----) Authorized Representative of the Pre-qualified Bidder Submission:

I hereby take on to deliver the above quoted items/goods/products within _____ number of days after receipt of the work order from PPRA.

Seal of Bidder

(Name of Bidder)

Date: