



Primary & Secondary
Healthcare Department

BIDDING DOCUMENTS

FRAMEWORK CONTRACT FOR PROCUREMENT OF MISCELLANEOUS ITEMS FOR NCD PROGRAM

(FINANCIAL YEAR 2021-22)

**GOVERNMENT OF THE PUNJAB
DIRECTORATE GENERAL HEALTH SERVICES, PUNJAB**

**Name of Procuring Agency: Director General Health Services,
Punjab, Lahore.**

Corresponding Address : 24-Cooper Road, Lahore.

Phone No. : 042-99201145

Fax No. : 042-99201142

E-Mail Address : pcdghslahore@gmail.com

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ITB Reference	Description	Detail
N/A	Bid reference number	PC-1/STATIONARY/COMPUTER STATIONARY/NCD'S/2021-22
ITB Clause 24	Last date and time of submission of tenders	20.12.2021 till 11:00 AM
ITB Clause 27	Date, time and venue of opening of technical bids	20.12.2021 at 11:30 AM Conference room of Directorate General Health Services, Punjab 24 Cooper Road, Lahore.
ITB Clause 16	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination. (DDP Basis)
ITB Clause 13	Language of bid	English
ITB Clause 20	Bid Security	2% of the estimated cost of each item in the form of Pay Order/ CDR/ Irrevocable Bank Guarantee
ITB Clause 21	Bid validity period	180 Days
ITB Clause 09	Bidding procedure	Single Stage – Two Envelop bidding procedure
ITB Clause 27	Procuring Agency: Director General Health Services, Punjab Corresponding Address: 24- Cooper Road, Directorate General Health Services, Punjab, Lahore Phone No: 04299201140 Fax No: 04299201142 E-mail: pcdghslahore@gmail.com	

SECTION 1
Invitation to Bid

LETTER OF INVITATION
PROCUREMENT OF MISCELLANEOUS ITEMS FOR NCD
PROGRAM FOR THE YEAR 2021-22

Dear Sir/
 Madam.

1. **Directorate General Health Services Punjab** invites sealed bids from the eligible bidders for supply of **MISCELLANEOUS ITEMS** in quantities and specifications more specifically described in **Section III of the Bidding Documents**.
2. Interested bidders may get the bidding documents containing detailed specifications from the office of Director General Health Services Punjab, 24-Cooper Road, Lahore, on submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of **Rs.2000/-** for each set of bidding documents.
3. Bidding documents including detailed specifications, terms & conditions shall be issued up to closing date & time for submission of bids. However, a copy of the bidding documents is also available for information only on the websites of Punjab Procurement Regulatory Authority (PPRA) (www.ppra.punjab.gov.pk) as well as DGHS (www.dghs.punjab.gov.pk).
3. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (Amended). The envelopes shall be marked as “FINANCIAL PROPOSAL” AND TECHNICAL PROPOSAL” in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders
4. Sealed bids are required to be submitted by the interested bidders on **20.12.2021 at 11:00 AM** positively in the Committee Room of this Directorate. The bids received till the stipulated date & time shall be opened on the same day at **11:30 AM** in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee. Bid Security @ **2%** of the estimated cost of each item in the shape of Pay Order/Bank Draft/Deposit at Call/Irrevocable Bank Guarantee from any scheduled bank is required to be furnished original with the **Financial Bid** and copy with **Technical Bid** otherwise bid will be rejected. Late bids shall not be entertained.
5. All bids should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.
6. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.
7. The bidders are requested to give their lowest and best prices with their bids as no negotiations on the prices are allowed.
8. **Note: The procurement shall be governed by the Punjab Procurement Rules, 2014(Amended).**

Director General Health Services, Punjab
 24- Cooper Road, Directorate General Health
 Services, Punjab, Lahore
Phone No: 04299201140
Fax No: 04299201142
E-mail: dghspb@yahoo.com

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully

SECTION II

Instructions to Bidders

1. Scope of Bid

1.1 Director General Health Services, Punjab invites bids for supply of Miscellaneous Items as specified in the Section III, Schedule of Requirements & Technical Specifications.

2. Source of Funds

2.1 The Government of Punjab allocated funds in the specific head of account for the purpose of the purchases.

3. Eligible Bidders.

3.1 A Bidder shall be a private, public or government owned legal registered entity with the formal intent (as evidenced by a letter of intent) to enter into an agreement or under an existing agreement.

3.2 The bidder must be an active tax payer. National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by bidder(s).

3.3 A Bidder who has been barred or disqualified/ blacklisted either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an affidavit to this effect.

3.4 If the Government of Pakistan prohibits commercial relations with any country, any bidder/goods of such countries/dealing with such countries are ineligible to apply.

3.5 The bidder can submit only one bid against an item. If the bidder quotes an alternative bid or submit two bids then the bidder will be considered as non-responsive.

3.6 The bidder shall provide all information required in the bidding document (evaluation criteria & specifications etc.) and documents to substantiate its claim for eligibility.

4. Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.

4.1 The Punjab Procurement Regulatory Authority, Government of Punjab, defines Corrupt and Fraudulent Practices as *“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:*

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE: As described in Schedule “Mechanism of Blacklisting” in Punjab Procurement Rules, 2014.

5. Eligible Goods and Services.

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Punjab in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any

goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding.

6.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items.

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Section III i.e., Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the goods mentioned in the Section III i.e., Schedule of Requirements & Technical Specifications. **However, Bidders cannot bid for partial quantities of an item mentioned in Section III i.e., Schedule of Requirements & Technical Specifications. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SECTION III i.e., SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS** otherwise the bid shall be rejected.

THE BIDDING PROCEDURE

8. The Governing Rules.

8.1 The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014, of the Government of the Punjab.

9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 38 “Procedures for Selection of Contractors” sub-rule (2)(a) “Single stage – Two Envelopes bidding procedure”. Bidders are advised also to refer to the Bid Data Sheet above to confirm the Bidding procedure applicable in the present bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet above is explained in the table below.

Single Stage: Two Envelope Bidding Procedure

Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

(i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

(ii) the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;

(iii) in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;

(iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;

(v) during the technical evaluation no amendments in the technical proposal shall be permitted;

(vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and

communicated to the bidders in advance, within the bid validity period;
(vii) the financial bids found technically nonresponsive shall be returned un-
opened to the respective bidders; and
(viii) the lowest evaluated bidder shall be awarded the contract;

THE BIDDING DOCUMENTS

10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB) (Section-II)
- (b) Schedule of Requirements & Technical Specifications (Section-III)
- (c) Evaluation Criteria (Section-IV)
- (d) Bid Forms (Section-V)
 - i) Letter of Intention
 - ii) Affidavit
 - iii) Technical Forms
 - iv) Financial Forms
- (f) Draft Standard Contract (Section-VI)
 - i. Contract Form
 - ii. General Conditions of the Contract
 - iii. Special Conditions of Contract,

10.2 The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the **Procuring Agency** in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives 10 days prior to of submission of bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.

12.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, E-mail or Fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

13. Language of Bids.

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

14.1 The Bid shall comprise of the Bid Forms of this Bidding Documents and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price.

15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom. Tender Enquiry Number of the quoted item may be marked with red/yellow marker.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage charges till the destination (on free delivery to Consignee's end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightway be rejected. Conditional offer shall also be considered as non-responsive bid.

15.7 No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies.

16.1 Prices shall be quoted in Pak Rupees.

17. Samples.

17.1 The Bidder shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Section III.

18. Documentation on Eligibility of Bidders.

18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

19. Documentation on Eligibility of Goods.

19.1 The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Bid Security.

20.1 The Bidder shall furnish separately against each quoted item/Tender Enquiry, as part of its financial bid, a Bid Security @ 2% of the estimated cost of each item (denominated in Pak Rupees) in the shape of Pay Order/Bank Draft/Deposit at Call/Irrevocable Bank Guarantee from any scheduled bank (as per the format provided in the Bidding Documents) in the name of the Purchaser. Failure to furnish the prescribed Bid Security shall result in the rejection of bid. Bid Security must have a minimum validity period of **One Hundred & Eighty (180) Days** from the last date for submission of the Bids or until furnishing of the Performance Security, whichever is later.

20.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any/all of the following conditions

- i. If the Bidder withdraws its bid during the period of bid validity specified in the bidding documents; or
- ii. If the bidder does not accept the corrections of his Total Bid Price; or
- iii. If the Bidder, having been notified for the acceptance of the bid by the Purchaser during the period of the bid validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Documents.

20.3 Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids. The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the performance guarantee.

21. Bid Validity.

21.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

21.2 A procuring agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period but, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all the bidders shall be requested to

extend their respective bid validity period but such extension shall not be for more than the original period of bid validity.

21.3 A Bidder who,-

- a) agrees to the extension of the bid validity period shall also extend the validity of the bid bond or security for the extended period of the bid validity;
- b) agrees to the procuring agency's request for extension of bid validity period shall not be permitted to change the substance of the bid; and
- c) does not agree to an extension of the bid validity period shall be allowed to withdraw the bid without forfeiture of the bid bond or security.

22. Format and Signing of Bids.

22.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

22.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding documents. In an event where the Bidder has downloaded the bidding documents from the web, he will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.

22.3 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.

22.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

SUBMISSION OF BIDS

23. Sealing and Marking of Bids.

23.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.

23.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- (b) Bid Reference No. indicated in the Bid Data Sheet, Tender Enquiry No. indicated in Section III, Schedule of Requirements & Technical Specifications and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the Bid Data Sheet for opening of Bids.

23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".

23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids

24.1 All bids should be submitted in tape binding. Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet. **Bids received later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

24.2 The Procuring Agency may, at its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

26. Withdrawal of Bids

26.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

OPENING AND EVALUATION OF BIDS**27. Opening of Bids by the Procuring Agency.**

27.1 All bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives, who chose to attend the bid opening, on the date, time and venue prescribed in the Bid Data Sheet.

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items bided/quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Rules-2014, specifically Rule 30 (Opening of Bids)

27.5 The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

27.6 No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder

27.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

28. Clarification of Bids.

28.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for

clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

29. Preliminary Examination.

29.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

29.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

29.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.4 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation of Bids.

30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents i.e., Rule 32 of PPR 2014.

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that day.

30.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

31. Qualification of Bidder

31.1 A procuring agency, at any stage of the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not prequalified, may

require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the procuring agency may decide.

31.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.4 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/production capacity/warehousing system/practices by a team of experts for assessment, if it deems necessary.

31.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31.6 The procuring agency shall disqualify a contractor on the ground that he had provided false, fabricated or materially incorrect information.

32. Rejection of Bids

32.1 The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as prescribed in Rule 35 of Punjab Procurement Rules-2014 (PPR-2014). The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of all bids, but shall not be required to justify those grounds.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

33. Re-Bidding

33.1 If the Procuring Agency rejected all bids pursuant to ITB Clause 32, it may proceed with the process of fresh bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for bidders.

34. Announcement of Evaluation Report

34.1 The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with Rule 37 of the Punjab Procurement Rules, 2014, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

35. Contacting the Procuring Agency.

35.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes

to bring additional information to the notice of the Procuring Agency, it should do so in writing.

35.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

AWARD OF CONTRACT

36. Acceptance of Bid and Award Criteria.

36.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

37. Procuring Agency's Right to vary quantities at the time of Award.

37.1 The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions.

38. Notification of Award.

38.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.

38.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.

38.3 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

39. Limitation on Negotiations.

39.1 Save and otherwise provided in PPR-2014, Procuring Agency shall not negotiate with any bidder.

40. Signing of Contract.

40.1 After the completion of the Contract **Negotiations** the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

40.2 Within **ONE week** of receipt of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract in accordance with the legal requirements in vogue.

40.3 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently.

40.4 The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document, and shall be governed by the terms and conditions mutually agreed in the contract, bidding documents & relevant laws/rules.

40.5 The contract is to be made on stamp paper worth of Rs. @ 25 paise per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance

Act 1995 (Act-VI of 1995) Notification No.JAW/HD/8-21/77 (PG) dated 1st January, 2014.

41. Performance Guarantee.

41.1 On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency.

41.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

41.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

42. Price Reasonability Certificate.

42.1 The supplier shall Certifies on judicial stamp paper that the prices quoted to the **Procuring Agency**, against the items mentioned at Tender Enquiry. No. _____ are not more than the Trade Prices as per MRP (Maximum Retail Price) fixed by the Government.

SECTION III

**SCHEDULE OF REQUIREMENTS &
TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS & QUANTITIES OF
MISCELLNEOUS ITEMS FOR NCD PROGRAM**

Sr. No.	Item Name	Item Description / Specification	No. of Units / Qty	Estimated Rate	Estimated Quantity
1	Acid	for Toilet clean, 800ml or more	100	170	17,000
2	Air Freshner		100	450	45,000
3	Broom		50	100	5,000
4	Dettol Liquid	100ml	100	200	20,000
5	Dettol Liquid	01 Ltr	80	1,500	120,000
6	Dish Wash Bar Vim	Vim/Pril or equivalent	50	100	5,000
7	Disposable Cups		2,500	10	25,000
8	Disposable Glass		2,500	10	25,000
9	Duster 3 x 2 ft'	3 x 2 ft'	150	150	22,500
10	Face Mask	3ply (Box)	150	700	105,000
11	Garbage Bag	Kgs	200	650	130,000
12	Glint	Glass, Household and Multi Purpose Cleaner Spray Glint - 500ML or more	100	400	40,000
13	Harpic		100	350	35,000
14	Mortin	Refill	50	450	22,500
15	Mortin	Spray	100	550	55,000
16	Paper Towel for Kitchen Rose Petal or equivalent	Wall Mount Bamboo Toliet Paper Towel Tissue Holder for kitchen and Bathroom or equivalent Roll Length: 15 m or above	20	1,500	30,000
17	Phenyl		100	400	40,000
18	Soap		200	110	22,000
19	Surf	500grams or more	100	300	30,000
20	Tissue Box Rose Petal	Rose Petal/Fay or equivalent 150 x 2 Ply	200	200	40,000
21	Tissue Roll (white)		285	80	22,800
22	Towel Floor		175	250	43,700
23	Vim	Liquid 500ml or more	250	150	37,500
24	White Towel		100	500	50,000
25	Wiper	Wipe & Dry Floor Wiper Squeegee With Long Stainless Steel Handle	60	200	12,000

SECTION IV
EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA FOR MISCELLANEOUS ITEMS

COMPULSORY PARAMETERS

Failure to comply with any compulsory parameter will result in “non-responsiveness of the bidder for quoted item”.

Sr.No.	PARAMETERS	DOCUMENTS REQUIRED	COMPLIANCE STATUS(Yes/No)
01	Original receipt of purchase of tender	Original receipt	
02	2% Bid Security of estimated Cost (CDR/Pay Order/Irrevocable Bank Guarantee)	Copy with technical bid and original with financial bid	
03	Nationality / Identity	CNIC copy	
04	NTN / GST and ATL	The Printers must provide the NTN/GST registration certificate and proof of enlistment on the Active Tax Payer List (ATL) available on Federal Broad of Revenue (FBR) website	
05	Annual Sales Turnover/Gross Revenue	The firm shall provide Annual Sales Turnover/Gross Revenue of any of following Financial Year in form of FBR Tax Returns i.2019-20 ii.2020-21	
06	Acceptance of terms and conditions of Bidding Documents	The firm will submit affidavit on notarized judicial stamp paper of Rs. 100/- that all terms and conditions as mentioned in Bidding Documents are accepted.	
07	Eligibility	Firms / Supplier having at least Two years Supply Experience to the Public Sector (Will be verified from the PO/Supply Orders etc.)	
08	Product Evaluation (Quoted Product must comply with the tender / advertised specifications)	Samples should be provided by the bidder where required. Sample, will be evaluated by the End User for Conformance to the specification & quality. The firm will also submit affidavit on notarized judicial stamp paper of Rs. 100/- that the Quoted item(s) are as per advertised/tender specifications.	
10	Non-Conviction Non-Blacklisting/Non-Debarment	Undertaking on notarized judicial stamp paper of Rs.100/- The firm is neither convicted by any court of law nor blacklisted/debarred by any Federal & Provincial Govt. Procuring authority.	

SECTION V

BID FORM

BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----

Address:-----

E-mail:_____

Phone:_____

Facsimile:_____

Bid Security.

Bid Security attached with Financial Bid YES NO

Bid for:

Selected Items from the Schedule of Requirements

<i>Item/Tender Enquiry No.</i>	<i>Name of the Item</i>	<i>Brand Name</i>	<i>Country of origin</i>	<i>MRP (Maximum Retail Price)(If applicable)</i>

Signed:

Dated:

Official Stamp:

Attachment: †Original receipt for the purchase of the bidding documents.

BID FORM 1

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract :{ Add name e.g., Supply of _____}

To: *[Name and address of Procuring Agency]*

Dear Sir/Madam,

Having examined the bidding documents including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents, have fully understood and accept all terms & conditions as mentioned in it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That the prices offered are not more than trade price.
- 9) I/We further undertake that the prices given are reasonable and not given more than in any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, the firm is bound to refund the difference in price.

I/We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid/affidavit for and on behalf of *[insert: name of Bidder]*

BID FORM 3(A)

Name of the Firm

Bid Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation (To Be Filled by the Procuring Agency)	Checklist¹ (To be initialed by the Bidder against each document)	Relevant Page Number² in the Bid (To be filled by the Bidder)	Supporting Documents³ (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
Column: 1	Column: 2	Column: 3	Column: 4

¹ Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

² Bidders are required to mention the exact page number of relevant document placed in the Bid.

³ Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

BID FORM 3(B)

MANUFACTURER'S AUTHORIZATION⁴

To: *[Name & Address of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature:-----.

Designation:-----

Official Stamp:-----

⁴ This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

BID FORM 4

Firm's Past Performance⁵.

Name of the Firm:

Bid Reference No:

Date of opening of Bid: _____

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's ⁶ Certificate

⁵ Bidders may use additional Sheets if required.

⁶ All certificates are to be attached with this form.

BID FORM 5

Price Schedule

User Note: This form is to be filled by the Bidder for each individual quoted item and shall submit with Financial Proposal.

Name of the Firm:

Bid Reference. No:

Tender Enquiry No:

Date of opening of Bid.

Sr. No.	Name of the Item	Unit Price (inclusive all applicable taxes + transportation charges)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes)
1	2	3	4	5	6	7
				3*4		5-6
TOTAL						

A) FINAL TOTAL PRICE: -----

B) DISCOUNT⁷:-----

C) FINAL QUOTED PRICE: -----

(C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

⁷ If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

Performance Guarantee

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[Number]* dated *[date]* to supply *[description of goods]* (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the **sum of 5% of the total Contract amount** as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[Amount of the Guarantee in Words and Figures]* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of Guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 2021

Signature and Seal of the Guarantors/ Bank

Address

Date

SECTION VI

DRAFT STANDARD CONTRACT

Contract Form

AGREEMENT

THIS CONTRACT is made at _____ on _____ day of 2021 between the (Procuring Agency), (hereinafter referred to as the “Purchaser”) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Purchaser invited bids for procurement of goods, in pursuance whereof M/s (*firm name*) being the Manufacturer/ authorized sole agent /Supplier of (item name) in Pakistan and ancillary services offered to supply the required item (s); and

Whereas, the Purchaser has accepted the bid by the Supplier as per following detail;

Tender Enquiry/ Item No.	Item Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR)

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

- The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
 - This Contract Form
 - The Schedule of Requirements **Annex- A**
 - Special Conditions of Contract & the Technical Specifications **Annex- B**
 - Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. **Annex- C**
 - The Purchaser’s Notification of Award (AAT) **Annex- D**
 - Purchase Order **Annex-E**
 - Payment Schedule **Annex-F**
 - The General Conditions of Contract **Annex-G**
 - Performance Guarantee/Security **Annex-H**
 - Manufacturer’s certificate of warranty **Annex-I**
 - The bidding document of Procuring Agency **Annex-J**
 - Integrity Pact **Annex-H**
- Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
- The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended by mutual consent

4. The Supplier declares as under:

- i. *[Name of the Supplier]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
- ii. Without limiting the generality of the foregoing, *[the Supplier]* represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
- iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
- v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary to Government of the Punjab, Primary & Secondary Healthcare Department or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

5. **Items to be Supplied & Agreed Unit Cost:**

- (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).
- (ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item.
- (iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

6. **Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
7. **Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]
8. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.
9. **Performance Guarantee/Security:**
- (i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee/Deposit at call/demand Draft/Bankers Cheque equivalent to 5% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.
- (ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee/Security in accordance with sub-clause (i) above.
- (iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract. Failure to furnish the required Performance Guarantee/Security shall constitute a breach of the contract and the procuring agency shall be entitled to make other arrangement at risk and expenses of firm without any notice.
10. **Penalties/ Liquidated Damages**
- (i) Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- (ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.
- (iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- (iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase order.
- (v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**
11. **Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:
- For the Purchaser:**
(Name of procuring agency)
- For the Supplier:**

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

**Signed/ Sealed: For The Manufacturer/
Authorized Supplier/ Authorized Agent.**

**Sealed & Signed on behalf of Procuring
Agency**

**Name Of Contractor
Designation in the Firm**

(Procuring Agency)

Witnesses-1 on behalf of the Contractor

**Witnesses-1 on behalf of the Procuring
Agency**

**Name of Witness
Designation in the Firm**

Witnesses-2 on behalf of the Contractor

**Witnesses-2 on behalf of the Procuring
Agency**

**Name of Witness
Designation in the Firm**

C.C.

- 1. -----
- 2. -----

Schedule of Requirements

The supplies shall be delivered in accordance with the Contract/Purchase Orders issued by Director General Health Services Punjab, as per following schedule of requirements: -

Respective Consignee's End:

- i. Designated warehouse situated in Lahore, Multan or any other designated warehouse in Punjab.

Free delivery to Consignee's end (DDP) basis.

Supply schedule	Delivery of Qty. without Penalty	Grace Period	TOTAL DELIVERY PERIOD
Immediately after Receiving of Contract/Purchase Order (40% Stock) *	45 Days	15 Days	60 Days
Second installment (30%)	45 Days	10 Days	55 Days
Third installment (30%)	30 Days	10 Days	40 Days
With penalty @ 0.067 % per day	After Completion of due delivery period specified against each installment penalty @ 2% per month (0.067 per day) shall be imposed.		

Note: Delivery schedule will be as per contract/purchase order that may be quarterly or half yearly basis or one-time supply depending on the quantity/exigency of item mentioned on contract/purchase order.

Special Conditions of the Contract **& Technical Specifications**

a). **Product Specifications.**

(Detailed technical specifications, given in Section III, will be followed)

b). **Labeling and Packing**

- i. Detailed technical specifications, given in Section III, will be followed. In case of non-fulfillment of these requirements the supply shall not be accepted.

c). **Shelf life**

- i. The shelf life must be up to **85% for the locally manufactured items** and **75% for the imported Items where applicable.**

e). **Stock Replacement**

- i. The supplier shall be contacted by the relevant department for the replacement of near to expiry stock and the committee will verify reshipment inspection reports of fresh consignments, bill of lading of fresh import from which the replacement will be made. The supplier will also provide information on the quantities of the batches sold in the market to the department for preventing discrepancy at any stage. All the replacements will follow the procurements procedures as have already been defined by the relevant department.

f). **Testing/Verification Procedures**

- i. After delivery at the Purchaser's premises, the Consignee shall send the samples from each consignment (Water purification tablet only) the supplied items to Pakistan Council for Scientific & Industrial Research (PCSIR), for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods after receipt of standard quality report of supplied Water Purification Tablet. The cost of the lab tests shall be borne by the Supplier.

g). **Transportation/Delivery Requirements**

- i. The Supplier shall arrange such transportation of the Insecticides etc as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii. All costs associated with the transportation including loading/unloading of Insecticides etc and road taxes shall be borne by the Supplier.
- iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.

Price Schedule submitted by the Bidder.

(The approved price schedule submitted by the Bidder will be attached)

Purchaser's Notification of Award

(Advance Acceptance of Tender issued by the Procuring Agency will be attached)

Purchase Order*(Specimen Sample of PO)*

No. _____

Dated _____

1	Purchase Order No	
	Date	
2	Supplier/Firm Name	
3	Supplier/Firm's Address	
4	Firm Contact No	
5	Conditions of the Contract:	As already communicated in the Bidding Document & Signed Contract
6	Particulars of Stores:	As per detail given below

Item No.	Item Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR)

Additional instructions (if any):

- 1.
- 2.
- 3.

Payment Schedule

- i. 100% Payment to the Suppliers will be made
 - a. against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.
 - b. on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax.
- ii. **Part Supply as per schedule of delivery / purchase and Part Payment is allowed, but the Payment will only be made after the receipt of next installment within due time.**

(However, if there is any alternate payment schedule, agreed by the Procuring Agency and Supplier, it will be annexed here.)

General Conditions of Contract (GCC)

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser Director General Health Services, Punjab and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
 - (c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods upto the desired destinations and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means Special Conditions of the Contract.
 - (g) "The Purchaser" means the **Director General Health Services, Punjab**.
 - (h) "The Supplier" means the individual or firm supplying the goods under this Contract.
 - (i) "Day" means calendar day.
- 2. Application**
- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Source of Import**
- 3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

- 4. Standards**
- 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- 4.3 If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Director General Health Services, Punjab the price difference shall be paid by the Supplier.
- 4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser's premises, burning, dumping, or incineration.
- 5. Use of Contract Documents and Information.**
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 7. Submission of Samples**
- 7.1 Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.

8. Ensuring storage arrangements	8.1	To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.
9. Inspections and Tests	9.1	The Purchaser or its representative shall have the right to inspect and / or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
	9.2	All costs associated with testing shall be borne by the Supplier.
	9.3	The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing. Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.
10. Delivery and Documents	10.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
	10.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	10.3	The goods supplied under the Contract shall be delivered on free delivery of consignee's end basis under which risk is transferred to the buyer after the Goods having been delivered;
11. Insurance	11.1	The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
12. Transportation	12.1	The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement
	12.2	All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
13. Incidental Services	13.1	The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
14. Warranty	14.1	All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
	14.2	The Purchaser shall promptly notify the Supplier in writing of any

claims arising under this warranty.

- 15. Payment**
- 15.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
- 15.2 The currency of payment shall be Pakistan Rupee.
- 16. Prices**
- 16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
- 17. Contract Amendments**
- 17.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
- 18. Assignment**
- 18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 19. Subcontracts**
- 19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
- 20. Delays in the Supplier's Performance**
- 20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. In case the contractor fails to adhere to the prescribed time schedule, the purchaser is at liberty to make risk purchases at the risk & cost of the contractor in the best public interest.
- 20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
- 20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
- 21. Termination for Default**
- 21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the signed contract, and subsequent Purchase order or within any extension thereof granted by the Purchaser pursuant to

GCC Clause 20; or

- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause Corrupt and fraudulent practices means:

“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

21.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarment and blacklisting of the Bidder, for a stated or indefinite period of time.

21.3 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE:

As prescribed in Schedule "Mechanism of Blacklisting" of Punjab Procurement Rules, 2014.

22. Force Majeure

22.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.

22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of the purchase order under the signed contract and inform the Supplier of its findings promptly.

Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

	22.3	practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
23. Termination for Insolvency	23.1	The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
24. Arbitration and Resolution of Disputes	24.1	The Purchaser and the Supplier 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.
	24.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
	24.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).
25. Governing Language	25.1	The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
26. Applicable Law	26.1	This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
27. Notices	27.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
	27.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
28. Taxation	28.1	All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.



GOVERNMENT OF THE PUNJAB
DIRECTORATE GENERAL HEALTH SERVICES,
PUNJAB

24-COOPER ROAD, LAHORE
pcdghs.pshealth@punjab.gov.pk, pcdghslahore@gmail.com
+924299201145



BIDDING DOCUMENTS

FRAMEWORK CONTRACT FOR PROCUREMENT OF SCREENING SUPPLIES FOR NCD PROGRAM

**FOR
FINANCIAL YEAR
(2021-22)**

**Name of Procuring Agency: Director General Health Services, Punjab,
Lahore**

Corresponding Address : 24 Cooper Road, Lahore.

Phone No: 042-99201145

Fax No: 042-99201142

E-Mail: pcdghslahore@gmail.com

Bid Data Sheet

ITB Reference	Description	Detail
N/A	Bid reference number	PC-2/SCREENING SUPPLIES/NCD'S/2021-22
N/A	Commencement of sale of Bidding Documents	From the date of advertisement, on all working days during office hours till 1st date and time for submission of bids
ITB Clause 21	Last date and time for the receipt of bids	20.12.2021 at 11:00 AM
ITB Clause 25	Date, time and venue of opening of technical bids	20.12.2021 at 11:30 AM
ITB Clause 14	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.
ITB Clause 10	Language of bid	English
ITB Clause 17	Bid security	2% of the Estimated Cost
ITB Clause 18	Bid validity period	180 days from the date of the submission of bids.
ITB Clause 24	Bidding procedure	Single Stage – Two Envelope bidding procedure
ITB Clause 27	Director General Health Services, Punjab, Lahore 24-Cooper Road, Lahore. Phone No. 042-99201139-40 Fax No.042-99201142 E-Mail : pcdghslahore@gmail.com	

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SECTION 1
Invitation to Bid

INVITATION TO BIDS

PROCUREMENT OF SCREENING SUPPLIES FOR NCD PROGRAM, DIRECTORATE GENERAL HEALTH SERVICES, PUNJAB, LAHORE FOR FINANCIAL YEAR 2021-22.

1. Director General Health Services, Punjab, Lahore invites sealed bids from the eligible bidders for the procurement of Screening Supplies for NCD program of this Directorate for the Financial Year 2021-22 on free delivery to Consignee's end basis. Detailed specifications along with quantities of Lab Items etc. are given in the bidding documents.
2. Interested bidders may get the bidding documents & detailed specifications from the office of Director General Health Services Punjab, 24-Cooper Road, Lahore, on submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of **Rs.1000/-** for each set of bidding documents & detailed specifications.
3. Bidding documents including detailed specifications, terms & conditions shall be issued till the last date & time for submission of tenders. However, a copy of the bidding documents is also available for information only on the websites of Punjab Procurement Regulatory Authority (www.ppra.punjab.gov.pk) as well as DGHS (www.dghs.punjab.gov.pk) until the closing date for the submission of bids.
4. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (Amended). The envelopes shall be marked as "FINANCIAL PROPOSAL" AND TECHNICAL PROPOSAL" in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders
5. Sealed bids are required to be submitted by the interested bidders on **20.12.2021 at 11:00 AM** positively in the Committee Room of this Directorate. The bids received till the stipulated date & time shall be opened on the same day at **11:30 AM** in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee. Bid Security @ **2%** of the estimated cost in the shape of Pay Order/Bank Draft/Deposit at Call/Irrevocable Bank Guarantee from any scheduled bank is required to be furnished original with the **Financial Bid** and copy with **Technical Bid** otherwise bid will be rejected. Late bids shall not be entertained.
6. All bids should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.
7. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.
8. The bidders are requested to give their lowest and best prices with their bids as no negotiations on the prices are allowed.

Note: The procurement shall be governed by the Punjab Procurement Rules, 2014(Amended).

**Director General Health Services,
Punjab, Lahore
24-Cooper Road, Lahore.
Phone No. 042-99201139-45
Fax No.042-99201142**

E-Mail: pcdghslahore@gmail.com

Bidders are advised to read the contents of the Instructions to Bidders (ITB) carefully

SECTION II
Instructions to Bidders

A. Instructions to Bidders (ITB)

General Instructions:

1. Content of Bidding Document

1.1 The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

Instructions to Bidders (ITB);
Technical Specifications;
Schedule of Requirements;
Evaluation Criteria
Contract Form;
General Conditions of Contract (GCC);
Special Conditions of Contract (SCC);
Bid Cover Sheet
Bid Form;
Manufacturer's Authorization Form;
Performance Guaranty Form;
Price Schedule;
Integrity Pact

The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 1.1 said Bidding Documents shall take precedence.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

2. Source of Funds

2.1 DGHS, Government of Punjab.

3. Eligible Bidders

3.1 This Invitation for Bids is open to all original Manufacturers/authorized sole Agents of Foreign/ Local manufacturers in Pakistan for supply of goods.

3.2 The bidder must possess valid legally enforceable exclusive authorization from the Foreign/Local Manufacturer; in case of Manufacturer they should have a documentary proof to the effect that they are the original Manufacturer of the required goods.

3.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.

4. Eligible Goods and Services

4.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Punjab in vogue. All expenditures made under the contract shall be limited to such goods and services.

4.2 For purposes of this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance, after sale service etc.

5. Cost of Bidding

5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing, and shall be binding on them.

7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

8.1 In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 29.2.

8.2 The determination shall take into account the Bidder's financial, technical or production capabilities (in case of manufacturer), infrastructure of the firm, past performance in similar contracts, engineering staff and their capabilities, inventory of spare parts, repair and calibration tools, workshop facilities to provide the after sales services. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 29.2, as well as such other information/ premises visit as the Procuring Agency deems necessary and appropriate.

8.3 An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

8.4 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.

8.5 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false and materially inaccurate or incomplete.

8.6 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be black listed.

9. Corrupt and Fraudulent Practices

9.1 The Procuring Agency requires that all Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. The Procuring Agency defines, for the purposes of provisions of this Contract, the terms set forth below as follows:

(i) Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) Corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iv) Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.

9.2 The Procuring Agency shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

Preparation of Bids

10. Language of Bid

10.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the Bidder shall comprise the following components:

A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial proposal);

Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;

Documentary evidence established in accordance with ITB Clause 16 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

12. Bid Form and Price Schedule

12.1 The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents (Annexure A Form), indicating the goods to be supplied, a brief description of the goods, specifications, taxes, quantity, prices, make, model, country of origin, country of manufacturer and port shipment.

13. Bid Prices

13.1 The Bidder shall indicate on the Price Schedule the unit prices and total Package Price of the goods, it proposes to supply under the Contract.

13.2 Form for Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number/ bid number of the quoted item may be marked or highlighted with red/yellow marker.

13.3 The Bidder should quote the prices of goods according to the technical specifications for complete package/Tender. The specifications of goods, different from the demand of enquiry and packaged items, shall straightway be rejected.

13.4 The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

13.5 Prices offered should be for complete package/Tender with accessories; detail of which is already mentioned in the technical specifications.

13.6 While tendering your quotation, the present trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained after the bid has been submitted.

14. Bid Currencies

14.1 In case of DDP, in Pak Rupees and in case of CIF Tender, the Prices shall be quoted in \$, £, €, ¥ and CHF

14.2 State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of financial bid for comparison purposes.

14.3 The price for complete package/Tender, standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest bidder. Optional items will not be considered while determining the lowest bidder.

15. Documents Establishing Bidder's Eligibility and Qualification

15.1 The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

15.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3.

15.3 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:

The Supplier/ agent shall have to produce Exclusive letter of authorization / Sole Agency Certificate from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided, or joint venture/ consortium/ alliance of the local Sole agents/manufacturers.

National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by the bidder(s).

The Bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a local body or a public sector organization. On account of submission of false statement, the Bidder shall be disqualified forthwith and subsequently black listed.

The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.

The Bidder must indicate the country of origin of the goods, Country of manufacturer, capacity of production of the firm (in case of manufacturer), its financial status, necessary assurance of quality production, Certificate(s) for conformity with International standards of Quality.

16. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

16.1 Pursuant to ITB Clause 11, the Bidder shall furnish along with technical proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

16.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered.

16.3 Submission of sample if so required by the Technical Committee; the bidder shall provide the sample or give demonstration as per requirement for evaluation/ satisfaction of the Committee.

16.4 Submission of Original Purchase Receipt of tender.

16.5 Alternative bid is not allowed also a bidder cannot submit two bids. If the bidder quotes an alternative bid or submit two bids then the bidder will be considered as non-responsive.

17. Bid Security

17.1 Bid Security is **2%** of the estimated price in the shape of irrevocable Bank Guarantee or CDR from scheduled bank. Bid Security amounting to less than **2%** shall not be acceptable

17.2 Separately against each package/Tender given in this tender document;

17.3 As a part of financial bid envelope, failing which will cause rejection of bid;

17.4 In the form of Demand Draft / Pay Order / Call Deposit Receipt / Bank Guarantee (issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document) in the name of the Purchaser;

17.5 Have a minimum validity period of **180 days** from the last date for submission of the tender or until furnishing of the Performance Security, whichever is later.

17.6 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

17.6.1 If the Tenderer withdraws the Tender during the period of the bid validity specified by the Tenderer on the Tender Form; or

17.6.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

17.6.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the bid validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

17.7 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security

18. Bid Validity

18.1 Bids shall remain valid for a period of **180 days** after opening of Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

18.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity. Such extension shall not be for more than the period equal to the period of the original bid validity.

18.3 Bidders who agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and do not agree to an extension of the bid validity period shall be allowed to withdraw their bids, if any.

Submission of Bids

19. Format and Signing of Bid

19.1 The bid shall be typed and shall be signed by the Bidder or Lead Bidder (in case of tender with the permission of alliance/ Joint venture for the bidding of complete package i.e. more than one equipment in a single tender) or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.

19.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

19.3 All bidding documents to be duly attested (signed and stamped) by the authorized person of bidder or Lead Bidder.

20. Sealing and Marking of Bids

20.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. It should contain the package name and its number.

20.2 The inner and outer envelopes shall: be addressed to the Procuring Agency at the address given in the Invitation for Bids; and bear the Institution/Hospital name and number indicated in the Invitation for Bids, and shall be inscribed by the following sentence: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the invitation for Bid.

The inner envelopes shall also indicate the name and address of the Bidder/ Lead Bidder to enable the bid to be returned unopened in case it is declared as non-responsive or late.

If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

21. Deadline for Submission of Bids

21.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified under ITB Clause 19.1 not later than the time and date specified in the Invitation for Bids.

21.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7 , in which case all rights and obligations of the

Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Bid

22.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 21 shall be rejected and returned unopened to the Bidder.

23. Withdrawal of Bids

23.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

23.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 18.2. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

The Bidding Procedure

24. Single stage – two envelopes bidding procedure

24.1 Single stage – two envelopes bidding procedure as per Rule 38 2(a) of PPR 2014 shall be applied:

The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal; the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion; initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened; the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;

The Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements; during the technical evaluation no amendments in the technical proposal shall be permitted; the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;

After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective Bidders; and

The bid found to be the lowest evaluated bid shall be accepted.

Opening and Evaluation of Bids

25. Opening of Bids by the Procuring Agency

25.1 The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL” in the presence of Bidders representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Bidders representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the envelope marked as “FINANCIAL PROPOSAL” shall remain unopened and shall be retained in safe custody of the Procuring Agency till completion of the evaluation process.

25.2 The Bidders names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal/ bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 21. However, at the opening financial proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

25.3 The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

26. Clarification of Bids

26.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of bid like indication or re-indication of make/model/brand etc. shall be sought, offered, or permitted.

27. Preliminary Examination

27.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

27.2 In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

27.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.4 Prior to the detailed evaluation, pursuant to ITB Clause 27 the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

27.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

28. Evaluation and Comparison of Bids

28.1 The Procuring Agency shall evaluate and compare the bids on the basis of Single items/ Complete package (As demanded in the advertised tender), which have been determined to be substantially responsive, pursuant to ITB Clause 25.

28.2 The Procuring Agency's evaluation of technical proposal/ bid shall be on the basis of previous performances, test reports, inspection of plant/ factory/ premises, previous experience of similar contracts, availability of engineering staff and their capabilities, inventory of spare parts, workshop facility to provide the after sales services, financial soundness and such other details as already highlighted. However, the evaluation of financial proposal shall be on the basis of price.

28.3 All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 29) and other terms and conditions set forth in these bidding documents.

28.4 In case of procurement on CIF basis; for the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees in pursuant to ITB Clause 13. The rate of exchange shall be the selling rate, prevailing on the date of opening of Financial Bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

28.5 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

29. Evaluation Criteria

29.1 For the purposes of determining the lowest evaluated bid, factors other than price such as previous performances, previous experience, financial soundness and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration and these should be available with the bidder. The following evaluation factors/ criteria will be employed on technical proposals.

29.2 Technical Evaluation Criteria

For evaluation of bids KNOCKED DOWN CRITERIA will be applied. The bids conforming to the specifications and pre-requisite conditions indicated in specifications and evaluation criteria will be considered for further technical evaluation.

The technical evaluation of tenders will be carried out by the designated Technical Evaluation Committee of Procuring Agency.

The bid must comply with the advertised technical specifications of the quoted item. Incomplete offer will straightaway be rejected.

An affidavit from bidder of Rs. 100/- stating that their firm is not blacklisted by any of the Federal and Provincial Government or organizations of the State/ Central Government in Pakistan.

The Technical status of offers will be declared as Responsive, Non-Responsive and Substantially Responsive.

The offer will be considered as responsive if it fully meets the tender requirement and specifications. The offer which will not be as per requirement of tender and specifications is to be declared as non-responsive. The offer which contains the minor deviations from the specifications and the deviations would not have any kind of effect on the quality, efficiency, reliability and durability of products will be declared as substantially

responsive, this need to be determined by the Technical Evaluation Committee. The offers which are declared as Responsive and Substantially Responsive will be considered as equivalent for the onward proceedings of tender.

29.2.1 Bidders are required to submit the information in the following format along with documentary evidence as under.

29.2.2 Profile of the Bidder

Sr.#	Particulars	
1.	Name of the company	
2.	Registered Office	
3.	Address	
4.	Office Telephone Number	
5.	Fax Number	
6.	Contact Person	
7.	Name	
8.	Personal Telephone Number	
9.	Email Address	
10.	Local office if any	
11.	Address	
12.	Office Telephone Number	
13.	Fax Number	
14.	Bid Signing Authority	
15.	Name	
16.	Address	
17.	Personal Telephone Number	

The financial bids of only technically responsive bidders will be opened publicly. The financial bids of the firm whose bid was found technically non-responsive shall be returned un-opened to the respective bidders.

29.3 Financial proposals would be evaluated as follows:

After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders’ attendance at the opening of financial proposals is optional.

Financial proposals shall be opened publicly in the presence of the bidders’ representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of technically non-responsive Bidders shall be returned unopened). These financial proposals shall be then opened, and the total prices read aloud and recorded.

Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.

Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.

The bidders will quote the Price Schedules. The total price of the system will be calculated by converting the price to single currency (Pak Rs.) on the rate of date of opening of Financial Proposal; in case of import of item.

The lowest responsible bidder will be declared with standard accessories. The price of optional items will not be considered while establishing the lowest bid.

30. Contacting the Procuring Agency

30.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

30.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

31. Rejection of Bids

31.1 The Procuring Agency may reject all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

31.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 30.1 towards Bidders who have submitted bids.

31.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

31.4 The items contained in the tender / package should be bid in total and technical rejection of any item not complying with the technical specifications may lead to the rejection of complete package/Tender.

32. Re-Bidding

32.1 If the Procuring Agency rejects all bids pursuant to ITB Clause 31, it may call for a rebidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

32.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

33. Announcement of Evaluation Report

33.1 The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

Award of Contract

34. Acceptance of Bid and Award criteria

34.1 The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government shall be awarded the Contract, within the original or extended period of bid validity.

34.2 The Bidder having lesser Bid Security will be rejected as non-responsive and Acceptance of Bid be awarded to next bidder; being the responsive lowest bidder.

35. Procuring Agency's right to vary quantities at time of Award

35.1 The Procuring Agency reserves the right at the time of Contract award to increase the quantity of goods (15% repeat order) originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

36 Limitations on Negotiations

36.1 Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the PPRA 2014(Amended) and its subsequent amendments, if any.

37. Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter that its bid has been accepted.

37.2 The notification of Award shall constitute the formation of the Contract.

38. Signing of Contract

38.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

38.2 Within ONE week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract. The Procuring Agency shall issue Purchase Order on the same date of signing of Contract after ensuring the submission of Bank Security for execution of the contract by the Contractor. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their Bid Security/ Contract Security to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for three years for future participation. In such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

The contract is to be made on stamp paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No.JAW/HD/8-21/77 (PG) dated 1st January, 2014.

39. Performance Guarantee

39.1 On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be **5%** of the contract amount. The performance security shall be deposited in the shape of Deposit at Call/ irrevocable Bank Guarantee.

39.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Clause 38.2 shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for rebidding.

40. Schedule of Requirement

40.1 The supplies shall be delivered/ shipped within 60 days w.e.f the next date after the date of issue of Purchase Order (without penalty) and 90 days from the date of opening of LC, and with prescribed penalty after original delivery period.

40.2 However, in special cases, delivery period can be fixed shorter or higher than the above-mentioned schedule of requirement as deem appropriate by the Procuring Agency.

40.3 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

40.4 In case of DDP the delivery period will be started from the date of issuance of Purchase order to the Contractor and in the case of CIF it will be from the date of establishment of LC by the bank in favor of manufacturer/Beneficiary.

41. Redressal of grievances

41.1 The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

41.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.

41.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

41.4 Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

SECTION III

Technical Specifications & Schedule of Requirements

**TECHNICAL SPECIFICATIONS & QUANTITIES OF SCREENING SUPPLIES FOR
NCD PROGRAM**

Sr. No	Description	Proposed Quantity 2021-22	Estimated Unit Rate	Estimated Amount
1	Hematoxylin (Chemical for FNAC for Well Woman Clinic)	300	16,000	4,800,000
2	Eosin - (Chemical for FNAC for Well Woman Clinic)	300	5,000	1,500,000
3	Glyceric Acid (Chemical for FNAC for Well Woman Clinic)	300	10,000	3,000,000

Note: The bidder shall provide one pack sample of quoted item at the time of opening of technical bids for End User Evaluation.

Schedule of Requirements

The supplies shall be delivered in accordance with the signed contract & subsequent purchase order issued by the DGHS, Government of the Punjab as per following schedule of requirements: -

Consignee's End: {CD&EPC Program}

Mode of Penalty	Delivery of 100% Quantity as per Signed Contract & Purchase Order	Total delivery period
Without penalty	60+15 days Grace Period	75 days
Extension in delivery period with late delivery charges/penalty @ 0.067 % per day after 60 days.		

SECTION IV

Evaluation Criteria

EVALUATION CRITERIA FOR LABORTARY ITEMS & CHEMICALS FOR CD&EPC PROGRAM

Part-1: - COMPULSORY PARAMETERS

Failure to comply with any compulsory parameter will result in disqualification of bidder.

Sr. No.	PARAMETERS	DOCUMENTS REQUIRED
01	Original receipt of purchase of tender	Original receipt
02	Nationality / Identity	CNIC copy
03	2% Bid Security of estimated cost	Copy with technical bid and original with financial bid
04	NTN / GST and ATL	The bidder must provide the NTN/GST registration certificate and proof of enlistment on the Active Tax Payer List (ATL) available on Federal Broad of Revenue (FBR) website
05	Product Eligibility (Quoted Products having less than one year availability shall not be eligible)	will be confirmed from the purchase orders / supply orders
06	Acceptance of terms and conditions	The firm shall submit affidavit on notarized judicial stamp paper of Rs. 100/- that all terms and conditions as mentioned in Bidding documents are accepted.
07	Eligibility of bidder	The bidder shall be eligible as per Clause 3 of ITB i.e Manufacturer or Sole Agent of Local / Foreign Manufacturer. The Sole Agent shall provide valid Sole agency agreement / authorization letter from foreign/Local principal
08	Country of Origin, Country of Manufacturer	The firm will submit the affidavit regarding the country of origin and country of manufacturer of quoted product on notarized judicial stamp paper of Rs. 100/-
09	Product Evaluation (Quoted Product must comply with the tender / advertised specifications)	The bidder shall provide One pack (on same day of Technical Bid Opening) of quoted product, as per requirement for evaluation/satisfaction of the Committee along with its bid/offer otherwise the offer will be rejected straight away. Sample, will be evaluated by the End User by analyzing its Conformance to the specification & quality standards and safe for the usage etc. In case of Lab tests, the testing fee will be paid by the bidder.
10	Non-Conviction Non-Blacklisting/Non-Debarment	Under taking on notarized judicial stamp paper of Rs.100/- The firm is neither convicted by any court of law nor blacklisted/debarred by any Federal & Provincial Govt. Institute/competent authority.

Part-II: - ORDINARY PARAMETERS

The bid complying with compulsory parameter shall be evaluated for below mentioned parameters:

Sr. No.	Parameters	Detail	Total Marks	Remarks												
1.	Past Performance of the Bidder (Last Five years)	<p>Major institutions (Government/ Semi-Government) served:</p> <table border="1"> <tr> <td>i.</td> <td>1 to 02</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>03 to 05</td> <td>20</td> </tr> </table>	i.	1 to 02	10	ii.	03 to 05	20	20	The claim requires documentation (Purchase Orders, & Delivery Challans etc.) of the institution(s).						
i.	1 to 02	10														
ii.	03 to 05	20														
2.	Certificates (Quality of quoted product and bidders credibility)	<table border="1"> <tr> <td>i.</td> <td>Valid ISO Certification</td> <td>05</td> </tr> <tr> <td>ii</td> <td>Any Other international reputed certification.</td> <td>05</td> </tr> <tr> <td>iii</td> <td>Pre-qualification with Govt. / Semi Govt. & Autonomous Institutions.</td> <td>05</td> </tr> <tr> <td>iv</td> <td>GMP certification</td> <td>05</td> </tr> </table>	i.	Valid ISO Certification	05	ii	Any Other international reputed certification.	05	iii	Pre-qualification with Govt. / Semi Govt. & Autonomous Institutions.	05	iv	GMP certification	05	20	Valid copies of certificates/letters required.
i.	Valid ISO Certification	05														
ii	Any Other international reputed certification.	05														
iii	Pre-qualification with Govt. / Semi Govt. & Autonomous Institutions.	05														
iv	GMP certification	05														
3.	Financial status of Last Two Fiscal Years of Bidders	<table border="1"> <tr> <td rowspan="2">i</td> <td>Last 2 years Audited Balance Sheet</td> <td rowspan="2">10</td> </tr> <tr> <td>i.2019-20 ii.2020-21</td> </tr> <tr> <td rowspan="2">ii</td> <td>The bidder shall provide Annual Sales Turnover/Gross Revenue of any of following Financial Year in form of FBR Tax Returns</td> <td rowspan="2">10</td> </tr> <tr> <td>i.2019-20 ii.2020-21</td> </tr> </table>	i	Last 2 years Audited Balance Sheet	10	i.2019-20 ii.2020-21	ii	The bidder shall provide Annual Sales Turnover/Gross Revenue of any of following Financial Year in form of FBR Tax Returns	10	i.2019-20 ii.2020-21	20	Relevant documents to be attached				
i	Last 2 years Audited Balance Sheet	10														
	i.2019-20 ii.2020-21															
ii	The bidder shall provide Annual Sales Turnover/Gross Revenue of any of following Financial Year in form of FBR Tax Returns	10														
	i.2019-20 ii.2020-21															
4.	Technical/Managerial Staff of bidders	<table border="1"> <tr> <td>i</td> <td>Managerial staff</td> <td>05</td> </tr> <tr> <td>ii</td> <td>Technical Staff</td> <td>05</td> </tr> <tr> <td>iii</td> <td>Sales staff</td> <td>05</td> </tr> </table>	i	Managerial staff	05	ii	Technical Staff	05	iii	Sales staff	05	15	The bidder is required to attach attested copy of the relevant Degree and appointment letter of concerned technical and managerial staff			
i	Managerial staff	05														
ii	Technical Staff	05														
iii	Sales staff	05														

Total marks of Ordinary Parameters:

75

Qualifying marks in Ordinary parameters:

60% (45/75 and above)

SECTION V

Draft Contract, GCC & SCC

Contract Form

(On stamp paper worth Rs. @ 25 paise per every one hundred rupees of the total value of the contract)

THIS CONTRACT is made at _____ on _____ day of 202, between _____ the

(herein after referred to as the "Procuring Agency") of the First Part; and M/s (*firm name*) a firm having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (*firm name*) being the Manufacturer/ authorized Supplier/ authorized Agent of (*item name*) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (*item name*) and services in the sum of Rs (*amount in figures and words*) cost per unit, the total amount of (*quantity of goods*) shall be Rs (*amount in figures and words*) for free delivery items and/or unit price $\text{€}/\text{£}/\text{\$/\text{¥}/\text{CHF}}$ _____ for the total price _____ $\text{€}/\text{£}/\text{\$/\text{¥}/\text{CHF}}$ of the items of CIF portion for establishing the LC.

NOW THIS CONTRACT WITNESSED AS FOLLOWS:

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":

The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-

The Price Schedule submitted by the Bidder,

The Schedule of Requirements;

The Technical Specifications;

The General Conditions of Contract;

The Special Conditions of Contract;

The Procuring Agency's Notification of Award;

The Purchase Order;

The Contract; and

The Bid & its clarifications.

The contracted specifications (attached as annexure)

Any undertaking provided by the firm

In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

[The Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.

[The Supplier] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

[The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.

Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[The Supplier]* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Seller/ Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab.

In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the arbitrator shall be final and binding on the Parties.

This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed by the Manufacturer/

Authorized Supplier/ authorized Agent

Signed/ Sealed by Procuring Agency

1.

2.

General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

“The Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

“The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

“The Goods” means medical equipment and machinery and other items which the Supplier is required to supply to the Procuring Agency under the Contract.

“The Services” means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Institute/ Hospital, Insurance, transportation of goods up to the desired destinations, commissioning, training and other such obligations of the supplier covered under the Contract.

“GCC” mean the General Conditions of Contract contained in this section.

“SCC” means the Special Conditions of Contract.

“The Procuring Agency” means the DGHS, Government of the Punjab or the procuring agency advertised the tender.

“The Procuring Agency’s Country” is the country named in SCC

“The Supplier” means the individual or firms or joint venture supplying the goods under this Contract.

“Day” means calendar day.

2. Application

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

3. Country of Origin

3.1 Country of manufacturer is mentioned in specifications. However, country of origin of equipment could be from any geographical region of the world as per laws of Pakistan

4. Standards

4.1 The required goods should comply with the relevant National/International product quality standards of respective origins.

5. Use of Contract Documents and Information

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

5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

7. Submission of Samples

7.1 The samples shall be submitted as per detail in ITB 16.3.

8. Ensuring Storage/ Installation Arrangements

8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. In case the Supplier abides by the given time frame he shall not be penalized for delay.

8.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.067 % per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

9. Inspections and Tests

9.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

9.2 The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been delivered at Procuring Agency's destinations.

9.3 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Physical Examination/ Inspection of Goods

10.1 The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved sample as decided by the Procuring Agency.

10.2 The Inspection Team will be designated by the Procuring Agency which will inspect the goods as per contracted specifications.

11. Delivery and Documents

11.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is maximum 60-days from the date of issuance of this contract for DDP & 90 days from opening/Establishment of LC.

12. Insurance

12.1 The goods supplied under the Contract shall be delivered duty paid (DDP) or CFR as mentioned under which risk is transferred to the buyer after having been delivered; hence, marine and inland insurance coverage is Supplier's responsibility. The Supplier shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on the behalf of the Purchaser for which the cost is inclusive in the Contract Price.

13. Transportation

13.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

13.2 Transportation including loading/ unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract.

14. Incidental Services

14.1 The Supplier shall be required to provide all the incidental service charges and the cost of such incidental services include in total Contract price.

14.2 The Procuring Agency will not pay any extra amount against any expenditure incurred on it, as the Contract shall be construed as fixed amount Contract and includes all costs.

14.3 The Procuring Agency will provide all the necessary documentations for facilitation but no amount to be given in any case except the Contracted amount.

14.4 All Custom Duties, if any, Octroi, Clearing Charges, transportation etc. will be borne by the Contracting firm. However, Procuring Agency will provide all necessary documents for facilitation but no amount to be given in any case except the Contracted amount.

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

15.2 In case of imported goods to be procured on CFR basis; the payment will be made 100% via establishing the LC in favor of manufacturer at sight and receiving the shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of International standards of quality as per INCOTERMS of latest version Contract. The procuring agency may define its own financial values for the establishment of LC, in case of any special requirement.

15.3 In case of DDP; the payment will be made 100% after presentation of the delivery/ Inspection report of the contract and all other works described in Contract.

16. Prices

16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

17. Contract Amendments

17.1 No variation in or modification of the terms of the Contract shall be made.

17.2 No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

18. Assignment

18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

19. Subcontracts

19.1 The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract except the firms involved in the Joint Venture/ Consortium.

20. Delays in the Supplier's Performance

20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

20.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.

20.3 Except as provided under GCC Clause 8.2, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

21. Penalties/Liquidated Damages

21.1 In case of late delivery beyond the presented period, penalty as specified in SCC shall be imposed upon the Supplier/ Manufacturer. The above Late Delivery (LD) is subject to GCC Clause 24, including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 23.

21.2 If the firm provide substandard item and fail to provide the item the payment of risk purchase (which will be purchased by the indenter) the price difference shall be paid by the Firm.

22. Termination for Default

22.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

If the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 8.2; or if the Supplier fails to perform any other obligation(s) under the Contract.

If the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

23. Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Ministry of Health, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

24. Termination for Insolvency

24.1 The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

25. Arbitration and Resolution of Disputes

25.1 The Procuring Agency and the Supplier 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.

25.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

25.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

26. Governing Language

26.1 The Contract shall be written in English language. Subject to GCC Clause 28, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

27. Applicable Law

27.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

28. Notices

28.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address specified in SCC.

28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Special Conditions of Contract (SCC)

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail. Country of manufacturer is specified in specifications however their delivery/ provision may vary according to geographical location of their factories.

The Bank Guarantee will be discharged after successful installation, commissioning, servicing and completion of warranty period (or for any other period mentioned in the specifications). A clearance letter/NOC will be issued by the head of concerned institution.

The Supplier shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion, Octri, licensing fee and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices mentioned in the Priced BOQ and the Procuring Agency will not pay any amount over this contracted amount whether in case of CIF or free delivery consignments.

2. Insurance of Local Goods

2.1 Insurance of Local Goods and other materials from factory to Site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to Site up to the installation, testing & commissioning of the medical equipment.

2.2 Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility.

2.3 The cost of insurance shall be quoted on the basis of insurance through National Insurance Company (NIC) of Pakistan or any other insurance company operating in Pakistan acceptable to the Procuring Agency.

3. Payment

3.1 In case of imported goods; the payment will be made 100% via establishing the LC in favor of manufacturer/beneficiary at sight and receiving shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of international standards of quality as per INCOTERMS of latest version. The payment will be made in the following manner through a letter of credit to be opened by the Procuring Agency. The procuring agency may define its own financial values for the establishment of LC, in case of any special requirement

3.2 The amount of Letter of Credit shall be paid to beneficiary/Manufacturer on production of the following non-negotiable documents.

Draft. Three original and two copies of the Supplier's Invoice showing purchaser as DGHS, Government of Punjab, Pakistan, the Contract No., Goods description, quantity, unit price and total amount. Invoice must be signed in original stamped or sealed with company stamp or seal.

Four Copies of packing list identifying content of each package. iv. One original and two copies of the negotiable, clean, on board through bill of lading marked "freight prepaid" and showing purchaser as DGHS Punjab.

Copy of insurance certificate showing purchaser as the beneficiary;

The original of the manufacturer's warranty certificate covering all items supplied;

One original copy of the Supplier's Certificate of origin covering all items supplied.

Original copy of the certificate of Pre-Shipment inspection furnished to Supplier by the purchaser representative (if specifically required by the purchaser).

Test/ Inspection Certificate of manufacturers.

Compliance Report of Internal Quality Standards.

Product model, serial numbers.

Manufacturer's Guarantee Certificate to the effect that:

The goods supplied by them are strictly in conformity with the specifications stipulated in the contract.

The goods have been packed and marked suitable for transport by Sea, Rail, Road and Air in terms of the contract.

The stores supplied by them are brand new and absolutely free from any material or manufacturing defects.

Manufacturer's test certificate in respect of each consignment.

3.3 In case of DDP; the payment will be made 100% after presentation of the delivery/ Inspection report of the goods described in Contract.

4. Packing & Marking

4.1 Packing: Usual export packing to ensure safe journey up to the site of consignee.

4.2 Marking: Each packing should be clearly marked in suitable size in bold letters as per requirement.

5. Trans-shipment

6.1 Trans-shipment is not allowed (In case of no direct flight from the shipping country to the destination, this may be reviewed by the procuring agency on case-to-case basis).

6. Place of delivery

6.1 As per detail mentioned in the invitation for bids/tender notice.

7. Correspondence addresses

Procuring Agency

Contracting Firm

M/S-----

SECTION VI

Bid Forms

BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----

Address: -----

E-mail: _____

Phone: _____

Fax No. _____

Bid Security.

Bid Security attached with Financial Bid YES NO

Bid for:

Selected Items from the Schedule of Requirements

Signed:

Dated:

Official Stamp:

Bid Form

Date:

Tender No:

Name of the Item: To: [Name and address of Procuring Agency]

Respected Sir

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of ____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of *[number]* days from the date fixed for bid opening under ITB Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of bidder

Amount and Currency

(if none, state "none")."

Dated this day of , 202-

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

Annexure-C

Manufacturer's Sole Authorization Form

[See Clause 3.1 (a) of the Instruction to Bidders]

To: [name of Procuring Agency]

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby exclusively authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids. We further undertake that the *[name of supplier]* is a sole agent /exclusively authorized dealer for the territory of Government of Punjab, Pakistan.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letter head of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

It should be included by the Bidder in its bid.

The standard authorization letter without the declaration of Sole Distribution / Exclusive authorization by the manufacturer will not be considered and rejected Straight way.

Performance Guarantee Form

To: [Name & Address of the Procuring Agency]

Whereas [*Name of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*number*] dated [*date*] to supply [*description of goods*] (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [*Amount of the Guarantee in Words and Figures*] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 202__

Signature and Seal of the Guarantors/Bank

Address

Date

Note: It should be valid for a period equal to the warranty period.

The contract will be signed/ issued after submission of this Performance Security.

Annexure-E

Price Schedule

User Note: This form is to be filled by the Bidder for each individual item and shall submit with Financial Proposal.

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid.

S. #	Name of the Item with specification	Unit Price (inclusive all applicable taxes)	No. of Units	Total Price
Total Bid Price				

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

Annexure-F

INTEGRITY PACT

AFFIDAVIT (Rs: 100/- Judicial Stamp Paper)

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent/ representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 202_ _____ Notary
Public



Primary & Secondary
Healthcare Department

BIDDING DOCUMENTS

FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONARY ITEMS & COMPUTER STATIONARY FOR NCD PROGRAM

(FINANCIAL YEAR 2021-22)

**GOVERNMENT OF THE PUNJAB
DIRECTORATE GENERAL HEALTH SERVICES, PUNJAB**

**Name of Procuring Agency: Director General Health Services,
Punjab, Lahore.**

Corresponding Address : 24-Cooper Road, Lahore.

Phone No. : 042-99201145

Fax No. : 042-99201142

E-Mail Address : pcdghslahore@gmail.com

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DRAFT STANDARD CONTRACT

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Bid Data Sheet

ITB Reference	Description	Detail
N/A	Bid reference number	PC-1/STATIONARY/COMPUTER STATIONARY/NCD'S/2021-22
ITB Clause 24	Last date and time of submission of tenders	20.12.2021 till 11:00 AM
ITB Clause 27	Date, time and venue of opening of technical bids	20.12.2021 at 11:30 AM Conference room of Directorate General Health Services, Punjab 24 Cooper Road, Lahore.
ITB Clause 16	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination. (DDP Basis)
ITB Clause 13	Language of bid	English
ITB Clause 20	Bid Security	2% of the estimated cost of each item in the form of Pay Order/ CDR/ Irrevocable Bank Guarantee
ITB Clause 21	Bid validity period	180 Days
ITB Clause 09	Bidding procedure	Single Stage – Two Envelop bidding procedure
ITB Clause 27	Procuring Agency: Director General Health Services, Punjab Corresponding Address: 24- Cooper Road, Directorate General Health Services, Punjab, Lahore Phone No: 04299201140 Fax No: 04299201142 E-mail: pcdghslahore@gmail.com	

SECTION 1
Invitation to Bid

LETTER OF INVITATION
PROCUREMENT OF STATIONARY ITEMS & COMPUTER
STATIONARY FOR NCD PROGRAM FOR THE YEAR 2021-

22

Dear Sir/
Madam.

1. **Directorate General Health Services Punjab** invites sealed bids from the eligible bidders for supply of **STATIONARY ITEMS & COMPUTER STATIONARY** in quantities and specifications more specifically described in **Section III of the Bidding Documents**.
2. Interested bidders may get the bidding documents containing detailed specifications from the office of Director General Health Services Punjab, 24-Cooper Road, Lahore, on submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of **Rs.2000/-** for each set of bidding documents.
3. Bidding documents including detailed specifications, terms & conditions shall be issued up to closing date & time for submission of bids. However, a copy of the bidding documents is also available for information only on the websites of Punjab Procurement Regulatory Authority (PPRA) (www.ppra.punjab.gov.pk) as well as DGHS (www.dghs.punjab.gov.pk).
3. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (Amended). The envelopes shall be marked as “FINANCIAL PROPOSAL” AND TECHNICAL PROPOSAL” in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders
4. Sealed bids are required to be submitted by the interested bidders on **20.12.2021 at 11:00 AM** positively in the Committee Room of this Directorate. The bids received till the stipulated date & time shall be opened on the same day at **11:30 AM** in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee. Bid Security @ **2%** of the estimated cost of each item in the shape of Pay Order/Bank Draft/Deposit at Call/Irrevocable Bank Guarantee from any scheduled bank is required to be furnished original with the **Financial Bid** and copy with **Technical Bid** otherwise bid will be rejected. Late bids shall not be entertained.
5. All bids should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.
6. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.
7. The bidders are requested to give their lowest and best prices with their bids as no negotiations on the prices are allowed.
8. **Note: The procurement shall be governed by the Punjab Procurement Rules, 2014(Amended).**

Director General Health Services, Punjab
 24- Cooper Road, Directorate General Health
 Services, Punjab, Lahore
Phone No: 04299201140
Fax No: 04299201142
E-mail: dghspb@yahoo.com

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully

SECTION II

Instructions to Bidders

1. Scope of Bid

1.1 Director General Health Services, Punjab invites bids for supply of Stationary Items & Computer Stationary as specified in the Section III, Schedule of Requirements & Technical Specifications.

2. Source of Funds

2.1 The Government of Punjab allocated funds in the specific head of account for the purpose of the purchases.

3. Eligible Bidders.

3.1 A Bidder shall be a private, public or government owned legal registered entity with the formal intent (as evidenced by a letter of intent) to enter into an agreement or under an existing agreement.

3.2 The bidder must be an active tax payer. National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by bidder(s).

3.3 A Bidder who has been barred or disqualified/ blacklisted either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an affidavit to this effect.

3.4 If the Government of Pakistan prohibits commercial relations with any country, any bidder/goods of such countries/dealing with such countries are ineligible to apply.

3.5 The bidder can submit only one bid against an item. If the bidder quotes an alternative bid or submit two bids then the bidder will be considered as non-responsive.

3.6 The bidder shall provide all information required in the bidding document (evaluation criteria & specifications etc.) and documents to substantiate its claim for eligibility.

4. Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.

4.1 The Punjab Procurement Regulatory Authority, Government of Punjab, defines Corrupt and Fraudulent Practices as *“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:*

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE: As described in Schedule “Mechanism of Blacklisting” in Punjab Procurement Rules, 2014.

5. Eligible Goods and Services.

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Punjab in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any

goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding.

6.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items.

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Section III i.e., Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the goods mentioned in the Section III i.e., Schedule of Requirements & Technical Specifications. **However, Bidders cannot bid for partial quantities of an item mentioned in Section III i.e., Schedule of Requirements & Technical Specifications. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SECTION III i.e., SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS** otherwise the bid shall be rejected.

THE BIDDING PROCEDURE

8. The Governing Rules.

8.1 The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014, of the Government of the Punjab.

9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 38 “Procedures for Selection of Contractors” sub-rule (2)(a) “Single stage – Two Envelopes bidding procedure”. Bidders are advised also to refer to the Bid Data Sheet above to confirm the Bidding procedure applicable in the present bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet above is explained in the table below.

Single Stage: Two Envelope Bidding Procedure

Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

(i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

(ii) the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;

(iii) in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;

(iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;

(v) during the technical evaluation no amendments in the technical proposal shall be permitted;

(vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and

communicated to the bidders in advance, within the bid validity period;
(vii) the financial bids found technically nonresponsive shall be returned un-
opened to the respective bidders; and
(viii) the lowest evaluated bidder shall be awarded the contract;

THE BIDDING DOCUMENTS

10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB) (Section-II)
- (b) Schedule of Requirements & Technical Specifications (Section-III)
- (c) Evaluation Criteria (Section-IV)
- (d) Bid Forms (Section-V)
 - i) Letter of Intention
 - ii) Affidavit
 - iii) Technical Forms
 - iv) Financial Forms
- (f) Draft Standard Contract (Section-VI)
 - i. Contract Form
 - ii. General Conditions of the Contract
 - iii. Special Conditions of Contract,

10.2 The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the **Procuring Agency** in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives 10 days prior to of submission of bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.

12.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, E-mail or Fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

13. Language of Bids.

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

14.1 The Bid shall comprise of the Bid Forms of this Bidding Documents and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price.

15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom. Tender Enquiry Number of the quoted item may be marked with red/yellow marker.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage charges till the destination (on free delivery to Consignee's end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightway be rejected. Conditional offer shall also be considered as non-responsive bid.

15.7 No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies.

16.1 Prices shall be quoted in Pak Rupees.

17. Samples.

17.1 The Bidder shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Section III.

18. Documentation on Eligibility of Bidders.

18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

19. Documentation on Eligibility of Goods.

19.1 The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Bid Security.

20.1 The Bidder shall furnish separately against each quoted item/Tender Enquiry, as part of its financial bid, a Bid Security @ 2% of the estimated cost of each item (denominated in Pak Rupees) in the shape of Pay Order/Bank Draft/Deposit at Call/Irrevocable Bank Guarantee from any scheduled bank (as per the format provided in the Bidding Documents) in the name of the Purchaser. Failure to furnish the prescribed Bid Security shall result in the rejection of bid. Bid Security must have a minimum validity period of **One Hundred & Eighty (180) Days** from the last date for submission of the Bids or until furnishing of the Performance Security, whichever is later.

20.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any/all of the following conditions

- i. If the Bidder withdraws its bid during the period of bid validity specified in the bidding documents; or
- ii. If the bidder does not accept the corrections of his Total Bid Price; or
- iii. If the Bidder, having been notified for the acceptance of the bid by the Purchaser during the period of the bid validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Documents.

20.3 Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids. The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the performance guarantee.

21. Bid Validity.

21.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

21.2 A procuring agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period but, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all the bidders shall be requested to

extend their respective bid validity period but such extension shall not be for more than the original period of bid validity.

21.3 A Bidder who,-

- a) agrees to the extension of the bid validity period shall also extend the validity of the bid bond or security for the extended period of the bid validity;
- b) agrees to the procuring agency's request for extension of bid validity period shall not be permitted to change the substance of the bid; and
- c) does not agree to an extension of the bid validity period shall be allowed to withdraw the bid without forfeiture of the bid bond or security.

22. Format and Signing of Bids.

22.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

22.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding documents. In an event where the Bidder has downloaded the bidding documents from the web, he will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.

22.3 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.

22.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

SUBMISSION OF BIDS

23. Sealing and Marking of Bids.

23.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.

23.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- (b) Bid Reference No. indicated in the Bid Data Sheet, Tender Enquiry No. indicated in Section III, Schedule of Requirements & Technical Specifications and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the Bid Data Sheet for opening of Bids.

23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".

23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids

24.1 All bids should be submitted in tape binding. Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet. **Bids received later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

24.2 The Procuring Agency may, at its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

26. Withdrawal of Bids

26.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

OPENING AND EVALUATION OF BIDS**27. Opening of Bids by the Procuring Agency.**

27.1 All bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives, who chose to attend the bid opening, on the date, time and venue prescribed in the Bid Data Sheet.

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items bided/quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Rules-2014, specifically Rule 30 (Opening of Bids)

27.5 The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

27.6 No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder

27.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

28. Clarification of Bids.

28.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for

clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

29. Preliminary Examination.

29.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

29.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

29.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.4 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation of Bids.

30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents i.e., Rule 32 of PPR 2014.

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that day.

30.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

31. Qualification of Bidder

31.1 A procuring agency, at any stage of the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not prequalified, may

require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the procuring agency may decide.

31.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.4 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/production capacity/warehousing system/practices by a team of experts for assessment, if it deems necessary.

31.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31.6 The procuring agency shall disqualify a contractor on the ground that he had provided false, fabricated or materially incorrect information.

32. Rejection of Bids

32.1 The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as prescribed in Rule 35 of Punjab Procurement Rules-2014 (PPR-2014). The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of all bids, but shall not be required to justify those grounds.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

33. Re-Bidding

33.1 If the Procuring Agency rejected all bids pursuant to ITB Clause 32, it may proceed with the process of fresh bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for bidders.

34. Announcement of Evaluation Report

34.1 The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with Rule 37 of the Punjab Procurement Rules, 2014, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

35. Contacting the Procuring Agency.

35.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes

to bring additional information to the notice of the Procuring Agency, it should do so in writing.

35.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

AWARD OF CONTRACT

36. Acceptance of Bid and Award Criteria.

36.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

37. Procuring Agency's Right to vary quantities at the time of Award.

37.1 The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions.

38. Notification of Award.

38.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.

38.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.

38.3 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

39. Limitation on Negotiations.

39.1 Save and otherwise provided in PPR-2014, Procuring Agency shall not negotiate with any bidder.

40. Signing of Contract.

40.1 After the completion of the Contract **Negotiations** the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

40.2 Within **ONE week** of receipt of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract in accordance with the legal requirements in vogue.

40.3 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently.

40.4 The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document, and shall be governed by the terms and conditions mutually agreed in the contract, bidding documents & relevant laws/rules.

40.5 The contract is to be made on stamp paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance

Act 1995 (Act-VI of 1995) Notification No.JAW/HD/8-21/77 (PG) dated 1st January, 2014.

41. Performance Guarantee.

41.1 On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency.

41.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

41.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

42. Price Reasonability Certificate.

42.1 The supplier shall Certifies on judicial stamp paper that the prices quoted to the **Procuring Agency**, against the items mentioned at Tender Enquiry. No._____are not more than the Trade Prices as per MRP (Maximum Retail Price) fixed by the Government.

SECTION III

**SCHEDULE OF REQUIREMENTS &
TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS & QUANTITIES OF COMPUTER
STATIONARY FOR NCD PROGRAM**

Sr. No.	Description of Items	A/U	Total Quantity Required	Total Estimated price (Rs.)
1.	Toner for HP Printer Model 402dn 26-A original	No.	40	500,000
2.	Toner for HP COLOR LASERJET PRO M254NW Complete Set of 203-A (1 x Black, 1 x Cyan, 1 x Magenta and 1 x Yellow Cartridge)	Set	08	480,000
3.	USB 16 GB	No.	40	46,000
4.	Computer Paper A4, 80 grams, imported 500 pages/ream,	Ream	420	420,000
5.	Computer Paper Legal 80 grams, imported 500 pages / ream,	Ream	300	330,000
6.	Computer Paper A4, 100 grams, imported 500 pages/ream,	Ream	80	104,000
7.	Computer Paper Legal 100 grams, imported 500 pages / ream,	Ream	80	120,000

TECHNICAL SPECIFICATIONS & QUANTITIES OF STATIONARY
ITEMS FOR NCD PROGRAM

Sr. No	Item Name	Required Quality	Item Description / Specification	Packing	No. of Units / Qty	Estimated Rate	Estimated Quantity
1	Ball Pen	Uniball Signo or equivalent	Blue, 0.7mm	pack of 10 or more	100	575	57,500
2	Ball Pen	Uniball Signo/M&G or equivalent	Black, 0.7mm	pack of 10 or more	100	575	57,500
3	Ball Pen	Uniball Signo/M&G or equivalent	Red, 0.7mm	pack of 10 or more	100	575	57,500
4	Ball Point	Dollar/Pelikan/Fuji or equivalent	Blue, 0.7mm	pack of 10 or more	150	110	16,500
5	Ball Point	Dollar/Pelikan/Fuji or equivalent	Black, 0.7mm	pack of 10 or more	50	110	5,500
6	Ball Point	Dollar/Pelikan/Fuji or equivalent	Red, 0.7mm	pack of 10 or more	20	110	2,200
7	Battery Cell	Toshiba/Maxell or equivalent	AA, 1.5 V	pack of 04 or more	60	100	6,000
8	Battery Cell	Toshiba/Maxell or equivalent	AAA, 1.5 V	pack of 04 or more	60	120	7,200
9	Binding Sheet	Diamond or equivalent	A4, Transparent,	100 sheets/pkt or more	80	800	64,000
10	Binding Sheet	Diamond or equivalent	Legal, Transparent,	100 sheets/pkt or more	20	1,200	24,000
11	Binding Tape	Sign/Quality/Sensa/Deer or equivalent	2.0" , 36 yards	Units	80	325	26,000
12	Binding Tape	Sign/Quality/Sensa / Deer or equivalent	3.0" , 36 yards	Units	20	450	9,000
13	Box File with Clip	Shakir/Comet/Fast or equivalent	Box file with imported clip	Units	150	450	67,500
14	Cloth Envelop	Brown/White	A4	Units	1,500	25	37,500
15	Cloth Envelop	Brown/White	Legal Size	Units	800	35	28,000
16	Calculator	Casio/sharp or equivalent	Electronic, 2-power, 14 Digits, 100 step Check	Units	15	2,000	30,000
17	Carbon Paper Ream			Pack of 100 Sheets or	15	600	9,000

				more			
18	Clear Bag	Shakir / Ghauri or equivalent	Legal Size Clear Bag With Button Multi Colour	Pack Of 6pcs or more)	60	50	3,000
19	Color Paper A4 80gm	A4 Size Multi color paper 80gram		100 Sheets or more	10	350	3,500
20	Common Pins	Common Thumb Pins		30pcs Pack or more	50	150	7,500
21	Correction Pen	Pelikan or equivalent 20ml or more	white Fluid	Units	50	175	8,750
22	Drafting Pad	Alfa/Lucky/Line/Makka h or equivalent	A4, 50 Pages each, 70grams/page Or higher	Units	500	250	125,000
23	D-ring File	Ghauri or equivalent	Ring File Classic D-Ring A/4	Units	100	250	25,000
24	Envelope	Brown/White	A4	Units	3,000	15	45,000
25	Envelope	Brown/White	Legal Size	Units	2,000	20	40,000
26	Eraser	Dux/Oro/Pelikan or Equivalent	Mix Colors - Medium Size Easy Grip	72Pcs or more	5	225	1,125
27	File Cover Printed Customized	unit pack/no		Units	1,000	25	25,000
28	Flapper			Units	2,000	30	60,000
29	Gumstick	UHU/Dollar/3M or equivalent	Medium, 21g	Units	150	300	45,000
30	Highlighter	Dollar/Pelikan/Fuji or equivalent	Assorted Colors, 1-4.5mm	pack of 10 or more	200	50	10,000
31	Lead Pencil	Goldfish/ORO or equivalent	2 1/2 HB,	12 each pkt or more	25	96	2,400
32	Log Book		For vehicle	100 Pages or more	10	200	2,000
33	File Folder	Shakir / Ghauri or equivalent	Plastic Expanding Bag File Folder with 13 or more Section Pockets,	Units	30	800	24,000
34	Marker	Dollar/Piano or equivalent	Black, 2mm, permanent	Pack of 6 or more	100	800	80,000
35	Marker	Dollar/Piano or equivalent	Blue, 2mm, permanent	Pack of 6 or more	100	800	80,000
36	Foam Paper Tape Double Sided	Super Strong Faced Powerful Adhesive Foam Paper Double Sided	1"	Units	40	120	4,800

37	Note Sheet	unit pack/no		Units	100	900	90,000
38	Notice Board	Deli/Apollo or equivalent	Magnetic, 6' x 4'	Units	5	4,000	20,000
39	Photo Copier Paper A4, 80 grams, 500 pages/ream,	unit Rim		Rim	400	1,000	400,000
40	Paper Clip U Shape	Three Flowers or equivalent	Paper Clip , Multi Color U shape	Units	150	100	15,000
41	Photo Copier Paper Legal 80gm , 500 pages / ream,	unit Rim		Rim	250	1,100	275,000
42	Paper Masking Tape	Regular Size		Units	50	100	5,000
43	Paper Cutter	Fine Quality	Medium	Units	50	125	6,250
44	Polythene Bags 25 kg size	For garbage / Dustbin	In Kgs	Kgs	50	350	17,500
45	Protector Sheet A4	Clear Page Protectors for 11 Ring Binder Paper Report Cover	Pack Of 20 Sheets or more	Pack Of 20 Sheets or more	20	225	4,500
46	Protector Sheet Legal	Clear Page Protectors for 11 Ring Binder Paper Report Cover	Pack Of 20 Sheets or more	Pack Of 20 Sheets or more	20	250	5,000
47	Punch Machine	Opal KDP.20 or Equivalent	Medium, 2-hole	Units	30	250	7,500
48	Punching Machine Single hole	Metal 6mm Diameter Hole Punching Machine	Manual Punching Machine 1-8 Page Punch Paper	Units	30	300	9,000
49	Packing Tape Clear	Width 3" 75Yards or More		Units	150	250	37,500
50	Register Cash Book	Hajvery/Kohinoor or equivalent	75 pages or more, 88grams.page or higher	Units	2	500	1,000
51	Register Attendance	Hajvery/Kohinoor or equivalent	75 pages or more, 88grams.page or higher	Units	3	350	1,050
52	Register Fixed Asset	Hajvery/Kohinoor or equivalent	75 pages or more, 88grams.page or higher	Units	3	350	1,050
53	Register Letter Dispatch	Hajvery/Kohinoor or equivalent	75 pages or more, 88grams.page or higher	Units	2	400	800
54	Register Letter	Hajvery/Kohinoor or equivalent	75 pages or more,	Units	2	400	800

	Received		88grams.pag e or higher				
55	Register Purchase	Hajvery/Kohinoor or equivalent	75 pages or more, 88grams.pag e or higher	Units	3	400	1,200
56	Register Rough	Hajvery/Kohinoor or equivalent	75 pages or more, 88grams.pag e or higher	Units	30	400	12,000
57	Register (Stock)	Hajvery/Kohinoor or equivalent	75 pages or more, 88grams.pag e or higher	Units	20	400	8,000
58	Ruler	Swordfish/Deli or equivalent	Stainless Steel, 1 Foot	Units	50	60	3,000
59	Scissors Deli Stainless or Equivalent	6" or more		Units	10	350	3,500
60	Scotch Tape	3M/Scotch or equivalent	Transparent, 1.0"	Units	200	100	20,000
61	File Separator Plastic	A4 Size Multi color paper		Units	200	300	60,000
62	Sharpener	Dux/Maped or equivalent	60pcs or more / Jar	60pcs or more / Jar	2	350	700
63	Stamp Pad	Crystal/Dollar/Lancer or Equivalent	Blue, medium	Units	50	300	15,000
64	Stapler	Dux/Maped/Opal or equivalent	No. 24/6	Units	50	350	17,500
65	Stapler	Dux/Maped/Opal or equivalent	Small	Units	50	200	10,000
66	Stapler	Universal/Max or equivalent	Heavy Duty (Capacity 210 Sheets or more)	Units	4	3,500	14,000
67	Stapler Pin	Dollar/Dux or equivalent	No. 24/6	Units	100	45	4,500
68	Stapler Pin	Dollar/Dux or equivalent	No. 10	Units	50	30	1,500
69	Stapler Pin Heavy Duty	unit pack/no		Units	50	150	7,500
70	Stapler Pin Remover	Kw-triO/dux or equivalent		Units	50	125	6,250
71	Sticky Notepad	Pronoti or equivalent	3"x3", 100 sheets/pad	Units	200	175	35,000
72	Toner Photo copier	454E		Units	10	30,000	300,000
73	Tag (Multi Color)	unit pack/no		Units	120	200	24,000
74	Thread Tag (Dori)	4" or more	Pack	50 tags or more	100	300	30,000
75	Visitor Log Book (Customized)	Visitor register detailed book, 9 columns or more, Size (8.5" x 13.5" approximate)		Units	5	400	2,000

SECTION IV
EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA FOR STATIONARY ITEMS & COMPUTER STATIONARY

COMPULSORY PARAMETERS

Failure to comply with any compulsory parameter will result in “non-responsiveness of the bidder for quoted item”.

Sr.No.	PARAMETERS	DOCUMENTS REQUIRED	COMPLIANCE STATUS(Yes/No)
01	Original receipt of purchase of tender	Original receipt	
02	2% Bid Security of estimated Cost (CDR/Pay Order/Irrevocable Bank Guarantee)	Copy with technical bid and original with financial bid	
03	Nationality / Identity	CNIC copy	
04	NTN / GST and ATL	The Printers must provide the NTN/GST registration certificate and proof of enlistment on the Active Tax Payer List (ATL) available on Federal Broad of Revenue (FBR) website	
05	Annual Sales Turnover/Gross Revenue	The firm shall provide Annual Sales Turnover/Gross Revenue of any of following Financial Year in form of FBR Tax Returns i.2019-20 ii.2020-21	
06	Acceptance of terms and conditions of Bidding Documents	The firm will submit affidavit on notarized judicial stamp paper of Rs. 100/- that all terms and conditions as mentioned in Bidding Documents are accepted.	
07	Eligibility	Firms / Supplier having at least Two years Supply Experience to the Public Sector (Will be verified from the PO/Supply Orders etc.)	
08	Product Evaluation (Quoted Product must comply with the tender / advertised specifications)	Samples should be provided by the bidder where required. Sample, will be evaluated by the End User for Conformance to the specification & quality. The firm will also submit affidavit on notarized judicial stamp paper of Rs. 100/- that the Quoted item(s) are as per advertised/tender specifications.	
10	Non-Conviction Non-Blacklisting/Non-Debarment	Undertaking on notarized judicial stamp paper of Rs.100/- The firm is neither convicted by any court of law nor blacklisted/debarred by any Federal & Provincial Govt. Procuring authority.	

SECTION V

BID FORM

BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----

Address:-----

E-mail:_____

Phone:_____

Facsimile:_____

Bid Security.

Bid Security attached with Financial Bid YES NO

Bid for:

Selected Items from the Schedule of Requirements

<i>Item/Tender Enquiry No.</i>	<i>Name of the Item</i>	<i>Brand Name</i>	<i>Country of origin</i>	<i>MRP (Maximum Retail Price)(If applicable)</i>

Signed:

Dated:

Official Stamp:

Attachment: †Original receipt for the purchase of the bidding documents.

BID FORM 1

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract :{ Add name e.g., Supply of _____}

To: *[Name and address of Procuring Agency]*

Dear Sir/Madam,

Having examined the bidding documents including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents, have fully understood and accept all terms & conditions as mentioned in it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That the prices offered are not more than trade price.
- 9) I/We further undertake that the prices given are reasonable and not given more than in any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, the firm is bound to refund the difference in price.

I/We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid/affidavit for and on behalf of *[insert: name of Bidder]*

BID FORM 3(B)

MANUFACTURER'S AUTHORIZATION⁴

To: *[Name & Address of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature:-----.

Designation:-----

Official Stamp:-----

⁴ This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

BID FORM 4

Firm's Past Performance⁵.

Name of the Firm:

Bid Reference No:

Date of opening of Bid: _____

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's ⁶ Certificate

⁵ Bidders may use additional Sheets if required.

⁶ All certificates are to be attached with this form.

BID FORM 5

Price Schedule

User Note: This form is to be filled by the Bidder for each individual quoted item and shall submit with Financial Proposal.

Name of the Firm:

Bid Reference. No:

Tender Enquiry No:

Date of opening of Bid.

Sr. No.	Name of the Item	Unit Price (inclusive all applicable taxes + transportation charges)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes)
1	2	3	4	5	6	7
				3*4		5-6
TOTAL						

A) FINAL TOTAL PRICE: -----

B) DISCOUNT⁷:-----

C) FINAL QUOTED PRICE: -----

(C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

⁷ If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

Performance Guarantee

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[Number]* dated *[date]* to supply *[description of goods]* (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the **sum of 5% of the total Contract amount** as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[Amount of the Guarantee in Words and Figures]* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of Guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 2021

Signature and Seal of the Guarantors/ Bank

Address

Date

SECTION VI

DRAFT STANDARD CONTRACT

Contract Form

AGREEMENT

THIS CONTRACT is made at _____ on _____ day of 2021 between the (Procuring Agency), (hereinafter referred to as the “Purchaser”) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Purchaser invited bids for procurement of goods, in pursuance whereof M/s (*firm name*) being the Manufacturer/ authorized sole agent /Supplier of (item name) in Pakistan and ancillary services offered to supply the required item (s); and

Whereas, the Purchaser has accepted the bid by the Supplier as per following detail;

Tender Enquiry/ Item No.	Item Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR)

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

- The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
 - This Contract Form
 - The Schedule of Requirements **Annex- A**
 - Special Conditions of Contract & the Technical Specifications **Annex- B**
 - Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. **Annex- C**
 - The Purchaser’s Notification of Award (AAT) **Annex- D**
 - Purchase Order **Annex-E**
 - Payment Schedule **Annex-F**
 - The General Conditions of Contract **Annex-G**
 - Performance Guarantee/Security **Annex-H**
 - Manufacturer’s certificate of warranty **Annex-I**
 - The bidding document of Procuring Agency **Annex-J**
 - Integrity Pact **Annex-H**
- Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
- The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended by mutual consent

4. The Supplier declares as under:

- i. *[Name of the Supplier]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
- ii. Without limiting the generality of the foregoing, *[the Supplier]* represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
- iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
- v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary to Government of the Punjab, Primary & Secondary Healthcare Department or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

5. **Items to be Supplied & Agreed Unit Cost:**

- (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).
- (ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item.
- (iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

6. **Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
7. **Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]
8. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.
9. **Performance Guarantee/Security:**
- (i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee/Deposit at call/demand Draft/Bankers Cheque equivalent to 5% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.
- (ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee/Security in accordance with sub-clause (i) above.
- (iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract. Failure to furnish the required Performance Guarantee/Security shall constitute a breach of the contract and the procuring agency shall be entitled to make other arrangement at risk and expenses of firm without any notice.
10. **Penalties/ Liquidated Damages**
- (i) Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- (ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.
- (iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- (iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase order.
- (v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**
11. **Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:
- For the Purchaser:**
(Name of procuring agency)
- For the Supplier:**

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

**Signed/ Sealed: For The Manufacturer/
Authorized Supplier/ Authorized Agent.**

**Sealed & Signed on behalf of Procuring
Agency**

**Name Of Contractor
Designation in the Firm**

(Procuring Agency)

Witnesses-1 on behalf of the Contractor

**Witnesses-1 on behalf of the Procuring
Agency**

**Name of Witness
Designation in the Firm**

Witnesses-2 on behalf of the Contractor

**Witnesses-2 on behalf of the Procuring
Agency**

**Name of Witness
Designation in the Firm**

C.C.

- 1. -----
- 2. -----

Schedule of Requirements

The supplies shall be delivered in accordance with the Contract/Purchase Orders issued by Director General Health Services Punjab, as per following schedule of requirements: -

Respective Consignee's End:

- i. Designated warehouse situated in Lahore, Multan or any other designated warehouse in Punjab.

Free delivery to Consignee's end (DDP) basis.

Supply schedule	Delivery of Qty. without Penalty	Grace Period	TOTAL DELIVERY PERIOD
Immediately after Receiving of Contract/Purchase Order (40% Stock) *	45 Days	15 Days	60 Days
Second installment (30%)	45 Days	10 Days	55 Days
Third installment (30%)	30 Days	10 Days	40 Days
With penalty @ 0.067 % per day	After Completion of due delivery period specified against each installment penalty @ 2% per month (0.067 per day) shall be imposed.		

Note: Delivery schedule will be as per contract/purchase order that may be quarterly or half yearly basis or one-time supply depending on the quantity/exigency of item mentioned on contract/purchase order.

Special Conditions of the Contract **& Technical Specifications**

a). **Product Specifications.**

(Detailed technical specifications, given in Section III, will be followed)

b). **Labeling and Packing**

- i. Detailed technical specifications, given in Section III, will be followed. In case of non-fulfillment of these requirements the supply shall not be accepted.

c). **Shelf life**

- i. The shelf life must be up to **85% for the locally manufactured items** and **75% for the imported Items where applicable.**

e). **Stock Replacement**

- i. The supplier shall be contacted by the relevant department for the replacement of near to expiry stock and the committee will verify reshipment inspection reports of fresh consignments, bill of lading of fresh import from which the replacement will be made. The supplier will also provide information on the quantities of the batches sold in the market to the department for preventing discrepancy at any stage. All the replacements will follow the procurements procedures as have already been defined by the relevant department.

f). **Testing/Verification Procedures**

- i. After delivery at the Purchaser's premises, the Consignee shall send the samples from each consignment (Water purification tablet only) the supplied items to Pakistan Council for Scientific & Industrial Research (PCSIR), for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods after receipt of standard quality report of supplied Water Purification Tablet. The cost of the lab tests shall be borne by the Supplier.

g). **Transportation/Delivery Requirements**

- i. The Supplier shall arrange such transportation of the Insecticides etc as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii. All costs associated with the transportation including loading/unloading of Insecticides etc and road taxes shall be borne by the Supplier.
- iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.

Price Schedule submitted by the Bidder.

(The approved price schedule submitted by the Bidder will be attached)

Purchaser's Notification of Award

(Advance Acceptance of Tender issued by the Procuring Agency will be attached)

Purchase Order*(Specimen Sample of PO)*

No. _____

Dated _____

1	Purchase Order No	
	Date	
2	Supplier/Firm Name	
3	Supplier/Firm's Address	
4	Firm Contact No	
5	Conditions of the Contract:	As already communicated in the Bidding Document & Signed Contract
6	Particulars of Stores:	As per detail given below

Item No.	Item Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR)

Additional instructions (if any):

- 1.
- 2.
- 3.

Payment Schedule

- i. 100% Payment to the Suppliers will be made*
 - a. against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.*
 - b. on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax.*
- ii. Part Supply as per schedule of delivery / purchase and Part Payment is allowed, but the Payment will only be made after the receipt of next installment within due time.*

(However, if there is any alternate payment schedule, agreed by the Procuring Agency and Supplier, it will be annexed here.)

General Conditions of Contract (GCC)

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser Director General Health Services, Punjab and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
 - (c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods upto the desired destinations and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means Special Conditions of the Contract.
 - (g) "The Purchaser" means the **Director General Health Services, Punjab**.
 - (h) "The Supplier" means the individual or firm supplying the goods under this Contract.
 - (i) "Day" means calendar day.
- 2. Application**
- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Source of Import**
- 3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

- 4. Standards**
- 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- 4.3 If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Director General Health Services, Punjab the price difference shall be paid by the Supplier.
- 4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser's premises, burning, dumping, or incineration.
- 5. Use of Contract Documents and Information.**
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 7. Submission of Samples**
- 7.1 Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.

8. Ensuring storage arrangements	8.1	To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.
9. Inspections and Tests	9.1	The Purchaser or its representative shall have the right to inspect and / or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
	9.2	All costs associated with testing shall be borne by the Supplier.
	9.3	The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing. Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.
10. Delivery and Documents	10.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
	10.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	10.3	The goods supplied under the Contract shall be delivered on free delivery of consignee's end basis under which risk is transferred to the buyer after the Goods having been delivered;
11. Insurance	11.1	The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
12. Transportation	12.1	The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement
	12.2	All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
13. Incidental Services	13.1	The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
14. Warranty	14.1	All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
	14.2	The Purchaser shall promptly notify the Supplier in writing of any

claims arising under this warranty.

- 15. Payment**
- 15.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
- 15.2 The currency of payment shall be Pakistan Rupee.
- 16. Prices**
- 16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
- 17. Contract Amendments**
- 17.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
- 18. Assignment**
- 18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 19. Subcontracts**
- 19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
- 20. Delays in the Supplier's Performance**
- 20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. In case the contractor fails to adhere to the prescribed time schedule, the purchaser is at liberty to make risk purchases at the risk & cost of the contractor in the best public interest.
- 20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
- 20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
- 21. Termination for Default**
- 21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the signed contract, and subsequent Purchase order or within any extension thereof granted by the Purchaser pursuant to

GCC Clause 20; or

- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause Corrupt and fraudulent practices means:

“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

21.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarment and blacklisting of the Bidder, for a stated or indefinite period of time.

21.3 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE:

As prescribed in Schedule "Mechanism of Blacklisting" of Punjab Procurement Rules, 2014.

22. Force Majeure

22.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.

22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of the purchase order under the signed contract and inform the Supplier of its findings promptly.

Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

	22.3	practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
23. Termination for Insolvency	23.1	The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
24. Arbitration and Resolution of Disputes	24.1	The Purchaser and the Supplier 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.
	24.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
	24.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).
25. Governing Language	25.1	The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
26. Applicable Law	26.1	This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
27. Notices	27.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
	27.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
28. Taxation	28.1	All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.



GOVERNMENT OF THE PUNJAB
DIRECTORATE GENERAL HEALTH SERVICES, PUNJAB
24-COOPER ROAD, LAHORE
pcdghs.pshealth@punjab.gov.pk,pcdghslahore@gmail.com
+924299201145



**PROCUREMENT OF PRINTING ITEMS FOR NCD PROGRAM
ON FRAMEWORK CONTRACT BASIS**

**FINANCIAL YEAR
(2021-22)**

**Name of Procuring Agency: Director General Health Services,
Punjab, Lahore**
Corresponding Address : 24-Cooper Road, Lahore.
Phone No : 042-99201145
Fax No : 042-99201142
E-Mail : pcdghslahore@gmail.com

INVITATION FOR BIDS

PROCUREMENT OF PRINTING PRINTING ITEMS FOR NCD PROGRAM ON FRAMEWORK CONTRACT BASIS FINANCIAL YEAR 2021-22.

1. Directorate General Health Services, Punjab, Lahore **invites sealed bids** from eligible bidders for Procurement of Printing Items for NCD program during the Financial Year 2021-22 on free delivery to Consignee's end basis in quantities and specifications more specifically described in **Section III of the Bidding Documents**.
2. Interested eligible bidders may get the bidding documents & detailed specifications from the office of Director General Health Services Punjab, 24-Cooper Road, Lahore, on submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of Rs. **2,000/- (Two thousand only)** for each set of bidding documents. However, a copy of the bidding documents is also available for information only on the websites of Punjab Procurement Regulatory Authority (PPRA) (www.ppra.punjab.gov.pk) as well as DGHS (www.dghs.punjab.gov.pk).
3. Bidding documents including detailed specifications, terms & conditions shall be issued from Purchase Cell, DGHS 24-Cooper Road, Lahore during office hours until the closing time & date for the submission of bids.
4. bidding shall be conducted through Single Stage – Two Envelopes procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (Amended). The envelopes shall be marked as "FINANCIAL BID" AND TECHNICAL BID" in bold and legible letters. Financial bid of bids found technically non-responsive shall be returned un-opened to the respective bidders.
5. Sealed Envelops are required to be submitted by the interested bidders on **20.12.2021 at 11:00 AM** positively in the Committee Room of this Directorate. The bids received till the stipulated date & time shall be opened on the same day at **11:30 AM** in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee. Bid Security @ **2%** of the estimated price in the shape of Pay order / CDR / Irrevocable Bank Guarantee from any scheduled bank is required to be furnished with the **Financial Bid** as well as copy with **Technical Bid** otherwise bid will be rejected. Late bids shall not be entertained.
6. All Bids should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.
7. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.
8. The bidders are requested to give their lowest and best prices as no negotiations on the prices are allowed.

Note: The procurement shall be governed by the Punjab Procurement Rules, 2014(Amended).

-Sd-

Director General Health Services,
Punjab, Lahore
24-Cooper Road, Lahore.
Phone No. 042-99201139-40
Fax No.042-99201142
E-Mail: pcdgshlahore@gmail.com

Bid Data Sheet

ITB Reference	Description	Detail
N/A	Bid Reference No.	PC-3/Printing & Publication/NCD's/2021-22
N/A	Commencement of sale of bidding documents	From the date of publication of tender advertisement, on all working days during office hours until last time & date for submission of bids
N/A	bidding documents Price	Rs.2,000/- (Non-refundable)
ITB Clause 24	Last date and time for the receipt of bids	20.12.2021 till 11:00 AM
ITB Clause 27	Date, time and venue of opening of technical Bid	20.12.2021 at 11:30 AM
ITB Clause 16	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	2% of the given Estimated price
ITB Clause 21	Bid validity period	180 days from the date of the submission of bids.
ITB Clause 09	Bidding Procedure	Single Stage – Two Envelope procedure
ITB Clause 27	Director General Health Services, Punjab, Lahore 24-Cooper Road, Lahore. Phone No. 042-99201139-40 Fax No.042-99201142 E-Mail : pcdgshlahore@gmail.com	

1. Scope of Bid

As specified in schedule of requirement and technical specification.

2. Source of Funds

Available.

3. Eligible Bidders.

3.1 A bidder shall be private, public or government owned legal entity with the formal intent (as evidenced by a letter of intent) to enter in to an agreement.

3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in Bidders.

3.3 The bidder must be an active taxpayer. National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by bidder(s).

3.4 A bidder who has been barred, disqualified, blacklisted either by any Government / Department / Procuring Agency / Authority or a public sector organization are **NOT ELIGIBLE** to submit the bid. The bidder shall submit an affidavit to this effect.

3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

4. Corruption and Fraud.

4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as *“the offering, giving , receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”*

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidders, for a stated or indefinite period of time.

5. Eligible Goods and Services.

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Punjab in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding.

6.1 The bidders shall bear all costs associated with the preparation and submission of its bids, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items.

7.1 A bidder, if he so chooses, can offer for selective items from the list of goods provided for in the Schedule of Requirements. A bidder is also at a liberty to offer for all the goods mentioned in the Schedule of Requirements.

However, bidders cannot offer for partial quantities of an item in the Schedule of requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.

The Bidding Procedure

8. The Governing Rules.

8.1 The bidding procedure shall be governed by the Punjab Procurement Rules, 2014 (Amended) of the Government of Punjab.

9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 38 “Procedures for selection of contractors” sub-rule 2(a) “Single stage – Two Envelope procedure”. Bidders are advised also to refer to the Bid Data Sheet above to confirm the Bidding procedure applicable in the present bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet above is explained in the table below.

Single Stage: Two Envelope Procedure

The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial bid and the technical bid;

the envelopes shall be marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters to avoid confusion;

initially, only the envelope marked “TECHNICAL BID” shall be opened;

the envelope marked as “FINANCIAL BID” shall be retained in the custody of Procuring Agency without being opened;

the Procuring Agency shall evaluate the technical bid, without reference to the price and reject any bid which do not conform to the specified requirements;

during the technical evaluation no amendments in the technical bid shall be permitted;

the financial bids of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance;

After the evaluation and approval of the technical bid the Procuring Agency shall at a time within the bid validity period, publicly open the financial bids of the technically accepted bids only. The financial bid of bids found technically non-responsive shall be returned un-opened to the respective bidders; and the bid found to be the lowest evaluated bid shall be accepted.

The Bidding documents

10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Invitation to bid:
- (b) Instructions to Bidders
- (c) bid form.
- (d) contract form.
- (e) General & special conditions of contract.
- (f) Specification / drawings or performance criteria (where applicable)
- (g) List of goods or bill of quantities (where applicable)
- (h) Delivery schedule/ time or completion schedule:
- (i) Qualification criteria (where applicable)
- (j) Bid evaluation criteria.
- (k) Format of all securities required (where applicable)
- (l) Details of standards (if any) that are to be used in assessing the quality of goods, works & services specified; and
- (m) Any other detail not inconsistent with these rules that the procuring agency may deem necessary.

10.2 The "Invitation for Bids" is not a formal part of the bidding documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the bidding documents listed in 10.1 above, the bidding documents shall take precedence.

10.3 The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not

substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 A prospective bidder requiring any clarification(s) on the bidding documents may notify the Procuring Agency¹ in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

12. Amendment(s) to the Bidding Documents.

12.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder, may modify the bidding documents by amendment(s).

12.2 All prospective bidders that have received the bidding documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

12.3 In order to allow prospective bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

Preparation of Bids

13. Language of Bids.

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Bidders may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

14.1 The bid shall comprise of the Bid Forms of this bidding documents and all those ancillary documentations that are prescribed for the eligibility of the Bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidders shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the Bidders is willing or required to provide along with the proposed price.

15. Bid Price.

15.1 The bidders shall indicate on the appropriate form prescribed in this bidding documents the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.

15.3 The bidders should quote the prices of goods according to the technical specifications as provided in of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The bidders are required to offer a competitive price. All prices must include the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive.

15.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies.

16.1 As per bid data sheet.

17. Samples.

17.1 The bidders shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency.

18. Documentation on Eligibility of Bidders.

18.1 Bidders shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Printer's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidders, at the time of submission of its bid, is an eligible bidder as defined under ITB Clause 3 above.

19. Documentation on Eligibility of Goods.

19.1 The bidders shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.

20. Bid Security.

20.1 The Bidders shall furnish, as part of its bid, a Bid Security in the amount specified in the **Data Sheet**. Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

20.2 The successful bidder's bid security shall be discharged upon signing of contract and furnishing the performance security.

20.3 The bid Security may be forfeited:

- (a) if a Bidders withdraws its bid during the period of bid validity;
or
- (b) in the case of a successful bidders, if the bidders fails to sign the Contract or fails to provide a performance security (if any).

21. Bid Validity.

21.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

21.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

21.3 Bidders who, -

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

22.1 The bidders shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidders.

22.2 The bids shall be accompanied by the original receipt for payment made for the purchase of the bidding documents. In an event where the Bidders has downloaded the bidding documents from the web, he will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bids.

22.3 The original bid shall be typed or written in indelible ink and shall be signed by the Bidders or a person or persons duly authorized to bind the bidders to the Contract. The person or persons signing the bid shall initial all pages of the bid form.

22.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

Submission of Bids

23. Sealing and Marking of Bids.

23.1 The envelopes shall be marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters to avoid confusion. Similarly, the bidders shall seal the bids/ bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.

23.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference No. indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” the time and the date specified in the Bid Data Sheet for opening of Bids.

23.3 The inner envelopes shall also indicate the name and address of the Bidders to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.

23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

24. Deadline for Submission of Bids

24.1 Bids must be submitted by the bidders and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet. Bids received later than the time and date specified in the Bid Data Sheet will stand summarily rejected.

24.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidders.

26. Withdrawal of Bids

26.1 The bidders may withdraw its bid after the bid submission and prior to the deadline prescribed for submission of bids.

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidders, pursuant to the ITB Clause 20 above.

Opening and Evaluation of Bids

27. Opening of Bids by the Procuring Agency.

27.1 All bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their representatives on the date, time and venue prescribed in the Bid Data Sheet.

27.2 The opening of bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.

27.3 All bidders in attendance shall sign an attendance sheet.

27.4 The Procuring Agency shall open one bid at a time and read out aloud its contents which may include name of the bidders, offered items and unit prices and total amount of the bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab PPR-2014(Amended), specifically Rule 30 (Opening of Bids)

27.5 The Procuring Agency shall have the minutes of the bid opening (technical and when applicable financial) recorded.

27.6 No bid shall be rejected at technical bid/ bid opening, except for late bids, which shall be returned unopened to the Bidders

27.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidders, the Chairman of the Purchase/ Procurement Committee shall record a statement giving reasons for return of such bid(s).

28. Clarification of Bids.

28.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidders for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

29. Preliminary Examination.

29.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

29.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidders does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

29.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material

deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidders.

29.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the BIDDING documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical bids and Bid Security for financial bids. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidders by correction of the nonconformity.

30. Evaluation of Bids.

30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents.

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

30.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

31. Qualification of Bidders

31.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

31.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.4 The determination can take into account the bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications

submitted by the Bidders, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidders, the Procuring Agency may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary.

31.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidders. A negative determination shall result in rejection of the Printer's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Printer's capabilities to perform satisfactorily.

31.6 The Procuring Agency shall disqualify a Bidders if it finds, at any time, that the information submitted by him concerning his qualification as Bidders was false and materially inaccurate or incomplete.

32. Rejection of Bids

32.1 The Procuring Agency may reject all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidders who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

33. Re-Bidding

33.1 If the Procuring Agency rejected all bids in pursuant to ITB Clause 32, it may call for a re-offering. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014. (Amended)

33.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

34. Announcement of Evaluation Report

34.1 The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with Rule 37 of the PPR-2014(Amended), giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

35. Contacting the Procuring Agency.

35.1 Subject to ITB Clause 28 above, no bidders shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidders wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

35.2 Any effort by a bidders to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid. Canvassing by any bidders at any stage

of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract

36. Acceptance of Bids and Award Criteria.

36.1 the bidders whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

37. Procuring Agency's Right to vary quantities at the time of Award.

37.1 The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

38. Notification of Award.

38.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidders in writing that its bid has been accepted.

38.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidders.

38.3 The enforcement of the Contract shall be governed by Rule 63 of the PPR-2014(Amended).

39. Limitation on Negotiations.

39.1 Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidders, but only to minor technical, contractual or logistical details.

39.2 Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- minor alterations to technical details, such as the scope of work, the specification or drawings;
- minor amendments to the Special Conditions of Contract;
- finalization of payment schedule and ancillary details;
- mobilization arrangements;
- agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Agency;
- the proposed methodology or staffing;
- inputs required from the Procuring Agency;
- clarifying details that were not apparent or could not be finalized at the time of requesting;
- The Printer's tax liability in Pakistan, if the Bidders is a foreign company.
- **Negotiations shall not be used to:**
- substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidders or the performance of the goods;
- substantially alter the terms and conditions of Contract;

- reduce unit rates or reimbursable costs;
- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or bids

40. Signing of Contract.

40.1 After the completion of the Contract Negotiations the Procuring Agency shall send the bidders the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

40.2 Within ONE week of receipt of the Contract Form, the successful Bidders and the Procuring Agency shall sign the Contract in accordance with the legal requirements in vogue.

40.3 If the successful bidders, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted a de-barred from future participation, whether temporarily or permanently. In such situation the Procuring Agency may award the contract to the next lowest evaluated Bidders or call for new bids.

40.4 The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidders on the Contract document, and shall be governed for ONE-year period and by the terms and conditions mutually agreed in the contract.

41. Performance Guarantee.

41.1 On the date of signing of Contract, the successful Bidders shall furnish a Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency.

41.2 The Bid Security submitted by the Bidders at the time of submitting its bid shall be returned to the Bidders upon submission of Performance Guarantee.

41.3 Failure to provide a Performance Guarantee by the Bidders is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated Bidders or call for new bids.

42. Submission of samples:

The supplier will provide samples (Free of Cost) of the product to this office at the time of the bid.

Schedule of Requirements:

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Directorate General Health Services Punjab, Lahore as per following schedule of requirements: -

Mode of Penalty	Delivery of All Items in 100% Quantity as per Purchase Order	Total delivery period
Without penalty	45 days or earlier	45 days
Late delivery charges/penalty @ 0.067 % per day after 30 days.		

Note: Detailed specification along with quantities is as per tender for sale and also attached at the end of this bidding documents.

Evaluation Criteria

1. KNOCK DOWN PARAMETERS:

- Failure to comply with any compulsory parameter will result in disqualification of Bidders.

S. No.	PARAMETERS	DOCUMENTS REQUIRED	COMPLIANCE STATUS(Yes/No)
01	Original receipt of purchase of tender	Original receipt	
02	Valid Nationality / Identity of the owner/CEO	CNIC copy	
03	NTN / GST and ATL	The Bidders must provide the NTN/GST registration certificate and proof of enlistment on the Active Tax Payer List (ATL) available on Federal Broad of Revenue (FBR) website	
04	Annual Sales Turnover/Gross Revenue	The firm shall provide Annual Sales Turnover/Gross Revenue of following Financial Year in form of Tax Returns i. 2018-19 ii.2019-20 ii.2020-21 The cumulative turnover of three years should be equal to estimated price of quoted item, if the bidder quoted more than one item then the cumulative turnover should be equal to estimated price of quoted item with highest estimated price	
05	2% Bid Security (in the form of Bank Guarantee / CDR)	Copy with technical bid and original with financial bid	
06	Acceptance of terms and conditions of bidding documents	The firm will submit an affidavit on notarized judicial stamp paper of Rs. 100/- that all terms and conditions as mentioned in bidding documents are accepted.	
07	Bidder's Eligibility	Firms / Supplier having Supply Experience of printing materials in the Public Institutions from January 2019 onward. (Will be verified from the POs/Supply Orders etc. issued to bidder)	

08	Supply of Printing Material as per Required Specification	The firm will submit affidavit on notarized judicial stamp paper of Rs. 100/- that supply of printing material will be provided as per tender specification (paper quality, gramage etc.)	
09	Non-Conviction Non-Blacklisting/Non-Debarment	Under taking on notarized judicial stamp paper of Rs.100/- The firm is neither convicted by any court of law nor blacklisted/debarred by any Federal & Provincial Govt. Institute/competent authority.	
10	Product Evaluation (Quoted Product must comply with the tender / advertised specifications)	The bidder shall provide two samples (same day of Technical Bid Opening) of quoted item, where applicable otherwise the offer will be rejected straightaway. Sample, will be evaluated by the Technical Evaluation Committee by analyzing its Production quality, Design, Reliability, Conformance to the specification & quality standards and safe for the usage etc.	

BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----

Address: -----

E-mail: _____

Phone: _____

Facsimile: _____

Bid Security.

Bid Security attached with Financial Bid YES NO

Bid for:

- ⌘ All Items mentioned in the Schedule of Requirements.
- ⌘ Selected Items from the Schedule of Requirements².

List of Selected Items: *(In case the Bidders has opted to bid for Selected Items, please type the Serial No³. and the name of the Items selected for Bid. Use additional Sheets if Required)*

S. No.	Name of the Item

² In case a Printer is request for only some of the items mentioned in the list Technical Specifications, he is advised to take note of ITB Clauses 7 & 15.6

³ The Serial No. of the item as mentioned in the Technical Specifications.

Signed:

Dated:

Official Stamp:

Attachment⁴: †Original receipt for the purchase of the bidding documents.

BID FORM 1

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: { Add name e.g. printing items etc}

To: [**Name and address of Procuring Agency**]

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. [*insert numbers & Date of individual Addendum*], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the BIDDING documents.

We agree to apropos ale by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

⁴ The Attachment must be made with the Bid Cover Sheet.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 &19 of the bidding documents.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed:

In the capacity of *[insert: **title or position**]*

Duly authorized to sign this bid for and on behalf of *[insert: **name of Bidders**]*

BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

We have read the contents of the bidding documents and have fully understood it.

The bid being submitted by the undersigned complies with the requirements enunciated in the BIDDING documents.

The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.

The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.

The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.

The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.

The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed

BID FORM 3

Firm's Past Performance⁵.

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Assessment Period: (One Year as per Evaluation Criteria)

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's ⁶ Certificate

⁵ Bidders may use additional Sheets if required.

⁶ All certificates are to be attached with this form.

BID FORM 4

Price Schedule

User Note: This form is to be filled by the Bidders for each individual item and shall submit with Financial Bid.

Name of the Firm:

Bid Ref.No:

Date of opening of Bid.

S. #	Name of the Item with specification	Unit Price (inclusive all applicable taxes)	No. of Units	Total Price
Total Bid Price				

Signature:

Designation:

Date:

Official Stamp:

BID FORM 5

Performance Guarantee

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[Amount of the Guarantee in Words and Figures]* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of Guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 202__

Signature and Seal of the Guarantors/ Bank

Address

Date

CONTRACT/AGREEMENT

(Special conditions of the contract)

THIS CONTRACT is made at _____ on _____ day of _____ 202___, between The Directorate General Health Services Punjab, Lahore, (hereinafter referred to as the “Purchaser”) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Purchaser invited bids for procurement of goods, in pursuance whereof M/s (*firm name*) being the Manufacturer/ authorized Supplier/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and

Whereas, the Purchaser has accepted the bid by the Supplier;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
 - a. the Schedule of Requirements. Annex- A
 - b. the Technical Specifications. Annex- B
 - c. the Price Schedule submitted by the Bidders. Annex- C
 - d. the Purchaser’s Notification of Award. Annex- D
 - e. the Purchase Order Annex-E
 - f. the General Conditions of Contract
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:

The Term of the Contract: This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.

The Supplier declares as under:

[*Name of the Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.

[The Supplier] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

[The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.

Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.

In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

Items to be Supplied & Agreed Unit Cost:

- (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidders (Annex C).
- (ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item
- (iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

3. Payments: The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

4. Mode of Payment: All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]

5. Payment Schedule: All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule at Annex F.

6. Performance Guarantee: (i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Guarantee equivalent to 05% of the total Contract amount on the prescribed format and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.

ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.

iii) Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.

7. Penalties/ Liquidated Damages.

i) Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled. ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies shall be forfeited.

iii) If the Supplier fails to supply the whole consignment and not able to deliver to any district, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.

iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase delivery orders.

v) In case of late of goods/items beyond the periods specified in the Schedule of Requirements and subsequent purchase order, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**

8. Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:

[insert: name of office]

[insert: name of officer]

[insert: postal address]

[insert: telephone number, indicate country and city code]

[insert: facsimile or cable number or e-mail address]

For the Supplier:

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed: For the Purchaser.

Signature: _____

Name: _____

Designation: _____

Signed/ Sealed: For the Manufacturer/

Authorized Supplier/ Authorized Agent.

Signature: _____

Name: _____

Designation: _____

General Conditions of Contract (GCC)

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser (provincial and district Health department) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
 - (c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the government of Punjab, transportation of goods upto the desired destinations and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means Special Conditions of the Contract.
 - (g) "The Purchaser" means the Government of Punjab, DGHS, Lahore.
 - (h) "The Supplier" means the individual or firm supplying the goods under this Contract.
 - (i) "Day" means calendar day.
- 2. Application**
- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

- 3. Source of Import**
- 3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.
- 4. Standards**
- 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- 4.3 If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Directorate General Health Services Punjab) the price difference shall be paid by the Supplier.
- 4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e. removal from purchaser's premises, burning, dumping, or incineration.
- 5. Use of Contract Documents and Information.**
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of

- 5.4 the Supplier's performance under the Contract if so required by the Purchaser.
- The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
- 6. Patent Rights** 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 7. Submission of Samples** 7.1 Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.
- 8. Ensuring storage arrangements** 8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.
- 9. Inspections and Tests** 9.1 The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- 9.2 9.3 T All costs associated with testing shall be borne by the Supplier.
- 9.3 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
- 9.4 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

- 10. Delivery and Documents**
- 10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
- 10.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- 10.3 The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods having been delivered;
- 11. Insurance**
- 11.1 The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
- 12. Transportation**
- 12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- 12.2 All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
- 13. Incidental Services**
- 13.1 The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
- 14. Warranty**
- 14.1 All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
- 14.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15. Payment**
- 15.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
- 15.2 The currency of payment shall be Pakistan Rupee.
- 16. Prices**
- 16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
- 17. Contract Amendments**
- 17.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

- 18. Assignment** 18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 19. Subcontracts** 19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
- 20. Delays in the Supplier's Performance**
- 20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
- 20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
- 21. Termination for Default** 21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause Corrupt and fraudulent practices means:

the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or

the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”

- 22. Force Majeure**
- 22.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.
- 22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.
- 22.3 Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
- 23. Termination for Insolvency**
- 23.1 The Purchaser may at any time terminate the Contract by giving written notice of one-month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

- 24. Arbitration and Resolution of Disputes**
- 24.1 The Purchaser and the Supplier 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.
- 24.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 24.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).
- 25. Governing Language**
- 25.1 The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
- 26. Applicable Law**
- 26.1 This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
- 27. Notices**
- 27.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
- 27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 28. Taxation**
- 28.1 All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.

LIST OF ITEMS ALONGWITH BILL OF QUANTITIES

Sr. #	Name of Item with Specification	Quantity Required	Total Estimated Price (Rs.)
1.	Disease Management Record Book (Muawan-E-Sehat) Size 5 x 8 inch, 90 gram art paper imported, No. of pages 48 with 04 color printing on both sides along with pin binding. Title cover printed on 300 gram art card imported As per sample. Sample can be examined in NCD program of this Directorate	200,000	14,000,000
2.	Awareness Steamers with wooden frame Size 6 x 3 feet (Designing, printing, frame, installation, transportation)	7,000	7,000,000
3.	Awareness Banner with wooden frame Size 10 x 8 feet (Designing, printing, frame, installation, transportation)	280	840,000
4.	Awareness Standees with standing frame Size 5 x 2 feet (Designing, printing, frame, installation, transportation)	2,000	2,000,000