



Primary & Secondary
Healthcare Department

BIDDING DOCUMENTS

**FOR THE PROCUREMENT OF INSECTICIDES
FOR EP&C PROGRAM
(PAGE NO. 01 TO 53)**

**FOR THE PROCUREMENT OF DEXTRAN-40
INFUSIONS FOR CDC PROGRAM
(PAGE NO. 54 TO 110)**

(FINANCIAL YEAR 2019-20)

**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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Bid Data Sheet

| ITB Reference | Description | Detail |
|---------------|--|---|
| N/A | Bid reference number | IPL No. 10209 |
| N/A | Last date & time of sale of Bidding Documents | 28.11.2019 till 11:00 A.M |
| ITB Clause 24 | Last date and time of submission of tender | 28.11.2019 till 11:00 A.M |
| ITB Clause 27 | Date, time and venue of opening of technical bids | 28.11.2019 at 11:30 A.M 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 | Amount of bid security | 2% of the estimated value 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 | <p><u>Procuring Agency:</u> Director General Health Services, Punjab <u>Corresponding Address:</u> 24- Cooper Road, Directorate General Health Services, Punjab, Lahore <u>Phone No:</u> 04299201140 <u>Fax No:</u> 04299201142 <u>E-mail:</u> pcdghslahore@gmail.com</p> | |

SECTION 1
Invitation to Bid

**LETTER OF INVITATION
PROCUREMENT OF INSECTICIDES FOR THE YEAR 2019-20**

Dated; _____

Dear Sir/ Madam.

1. **(Name and address of Procuring Agency to be inserted here)**, invites sealed bids from the eligible bidders for supply of **WHO PQT-VC PREQUALIFIED INSECTICIDES** in quantities and specifications more specifically described in **Section III of the Bidding Documents**.
2. Bidding shall be conducted as per the procedure specified in the Bidding Documents.
3. Interested bidders may obtain further information and **examine** the Bidding Documents from the office of **Purchase Cell, Directorate General Health Services, Punjab 24 Cooper Road, Lahore during office hours** on any working day before closing date or the same can be examined online at the PPRA website (www.ppra.punjab.gov.pk) until the closing date for the submission of bids.
4. A complete set of original Bidding Documents shall be purchased from the office of **Purchase Cell, Directorate General Health Services, Punjab 24-Cooper Road, Lahore**, on all working days **during office hours** on submission of a written application on letter head and payment of non-refundable fee of **Pak Rupees 1000/-** only.
5. Sealed bids are required to be submitted by the interested bidders on **28.11.2019 at 11:00 A.M** positively in the **Conference Room of Directorate General Health Services, Punjab, 24-Cooper Road, Lahore**. The bids received till the stipulated date & time shall be opened on the same day at **11:30 A.M** in the presence of the bidders or their authorized representatives (who choose to attend) by the procurement committee. Bid Security of 2% of the total bid value in the shape of Pay Order/Bank Draft/Deposit at Call/Irrevocable Bank Guarantee from any scheduled bank is required to be furnished with the Financial Bid otherwise bid will be rejected. Late bids shall not be entertained.
6. All bids (financial) must be accompanied with a bid security which is 2% of the estimated value in the form of a Pay Order/Bank Draft/Deposit at Call/ Irrevocable Bank Guarantee from any scheduled bank in the name of **Director General Health Services, Punjab**.
7. In an event where the last date for submission of bids be declared a public holiday the due date for submission and opening of bids shall be the following working day at the same appointed timings and venue.
8. Interested bidders may visit PPRA Website (www.ppra.punjab.gov.pk) for more information.

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

**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 Insecticides etc. 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 purchase of Insecticides etc.

3. Eligible Bidders.

3.1 This Invitation for Bids is open to all original manufacturers/their authorized sole agents/suppliers and **in case of imported goods their authorized agents/importers/suppliers in Pakistan for supply of Goods** more specifically described in the Section III, Schedule of Requirements & Technical Specifications.

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

3.3 The Agent/Supplier/Importer must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Section V, Bid Form, to the effect that they are the original Manufacturer of the required specifications of Goods.

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. 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.**

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 Envelops 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 prior to 3 days 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 of 2% of the estimated value (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, 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 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 bid/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 in 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

LIST OF INSECTICIDES
ALONG WITH THEIR BILL OF QUANTITIES AND TECHNICAL SPECIFICATIONS

| NAME OF INSECTICIDES AND ITS SPECIFICATIONS | QUANTITY | ESTIMATED COST (PKR) |
|---|-----------------------------|--------------------------|
| <p>LAMBDA CYHALOTHRIN 2.5% EC</p> <p>Specifications: One Liter bottle packing. Packed in master carton up to 16 bottles with graduated measuring cup.</p> <p>Labeling: Original pack and master carton of the manufacturer must bear the following minimum information:</p> <ul style="list-style-type: none"> • Name of insecticide (Generic / Brand), equally prominent in English/Urdu • Active ingredient (W/V, W/W), Name and percentage by weight of the active ingredient and total percentage by weight of other ingredient. • Net content of unit pack (e.g. liter); • Date of Manufacture • Date of Expiry. • Batch No. • Recommended dosage of formulation • Registration number in country of origin. • Name & Address of manufacturer and supplier. • Manufacturer Company logo, if any • Precautionary pictograms. • First aid & medical advice/Antidote (if any) • Warning or Caution statement (Required signal word such as “Danger”, “Warning” or “Caution” and the statement “Keep out of reach of children” must appear on the front panel and the front label of the labeled insecticide must contain the following, namely : <ul style="list-style-type: none"> ○ The word “POISON” in red on a contrasting background ○ The word “DANGER” | <p>10,000 Liters</p> | <p>22,900,000</p> |

| | | |
|--|---------------------|-------------------|
| <ul style="list-style-type: none"> Printed in red color <p style="text-align: center;">“NOT FOR SALE “ “PUNJAB GOVERNMENT PROPERTY”</p> <p>The company will provide detailed information about:-</p> <ul style="list-style-type: none"> ➤ Material Safety Data Sheet ➤ Bill of Lading, Packing List and Commercial invoice ➤ Test report of each batch of the product conducted at the Lab of manufacturer. ➤ Test report of each batch of the product conducted at the WHO Accredited Labs/Centers. ➤ Certificate of Country of Origin. <p>Note: Pre-shipment inspection will be performed at the cost of bidder of all batches to be dispatched.</p> | | |
| <p>TEMEPHOS 50% E.C</p> <p>Specifications:</p> <p>One Liter bottle packing. Packed in master carton up to 16 bottles with graduated measuring cup.</p> <p>Labeling:</p> <p>Original pack and master carton of the manufacturer must bear the following minimum information:</p> <ul style="list-style-type: none"> Name of insecticide (Generic / Brand), equally prominent in English/Urdu Active ingredient (W/V, W/W), Name and percentage by weight of the active ingredient and total percentage by weight of other ingredient. Net content of unit pack (e.g. liter); Date of Manufacture Date of Expiry. Batch No. Recommended dosage of formulation Registration number in country of origin. Name & Address of manufacturer and supplier. Manufacturer Company logo, if any Precautionary pictograms. First aid & medical advice/Antidote (if any) Warning or Caution statement (Required signal word such as “Danger”, “Warning” | 3,000 Liters | 13,950,000 |

| | | |
|---|------------------|-------------------|
| <p>or "Caution" and the statement "Keep out of reach of children" must appear on the front panel and the front label of the labeled insecticide must contain the following, namely :</p> <ul style="list-style-type: none"> ○ The word "POISON" in red on a contrasting background ○ The word "DANGER" ● Printed in red color <p style="text-align: center;">"NOT FOR SALE " "PUNJAB GOVERNMENT PROPERTY"</p> <p>The company will provide detailed information about:-</p> <ul style="list-style-type: none"> ➤ Material Safety Data Sheet ➤ Bill of Lading, Packing List and Commercial invoice ➤ Test report of each batch of the product conducted at the Lab of manufacturer. ➤ Test report of each batch of the product conducted at the WHO Accredited Labs/Centers. ➤ Certificate of Country of Origin. <p>Note: Pre-shipment inspection will be performed at the cost of bidder of all batches to be dispatched.</p> | | |
| <p>TEMEPHOS 1% GRANULES Specifications: Original Pack up to 25 Kg Net Weight of the Product. Each drum/container must contain an inner polyethylene bag with the nominal thickness and bear manufacturers stamp/logo. The drum/container should be properly sealed and secured and with graduated measuring cup.</p> <p>Labeling: Original label of the manufacturer must contain the following minimum information: Name of insecticide (Generic / Brand), equally prominent in English/Urdu - Active ingredient (W/V, W/W), Name and percentage by weight of the active ingredient and total percentage by weight of other ingredient. - Net content of unit pack (e.g. Liter) - Date of Manufacture - Date of Expiry. - Batch No. - Recommended dosage of formulation - Registration number in country of origin. - Name & Address of manufacturer and supplier. - Manufacturer Company logo, if any - Precautionary pictograms.</p> | 30,000 Kg | 22,350,000 |

| | | |
|--|-----------------------------|--------------------------|
| <ul style="list-style-type: none"> - First aid & medical advice/Antidote (if any) - Warning or Caution statement (Required signal word such as “Danger”, “Warning” or “Caution” and the statement “Keep out of reach of children” must appear on the front panel and the front label of the labeled insecticide must contain the following namely : <ul style="list-style-type: none"> o The word “POISON” in red on a contrasting background o The word “DANGER” - Printed in red color: <ul style="list-style-type: none"> “NOT FOR SALE “ “PUNJAB GOVERNMENT PROPERTY” <p>NOTE: The company will provide detailed information about:-</p> <ul style="list-style-type: none"> - Material Safety Data Sheet - Bill of Lading, Packing List and Commercial invoice - Test report of each batch of the product conducted at the Lab of manufacturer. - Test report of each batch of the product conducted at the WHO Accredited Labs/Centers. - Certificate of Country of Origin. <p>Note: Pre-shipment inspection will be performed at the cost of bidder of all batches to be dispatched.</p> | | |
| <p>ALPHA CYPERMETHRIN 10% SC</p> <p>Specifications: One Liter bottle packing. Packed in master carton up to 16 bottles with graduated measuring cup.</p> <p>Labeling: Original pack & master carton of the manufacturer must contain the following minimum information’s:</p> <ul style="list-style-type: none"> - Name of insecticide (Generic / Brand), equally prominent in English / Urdu - Active ingredient (W/V). Name and percentage by weight of the active ingredient and total percentage by weight of the other ingredient - Net content of unit pack (e.g. Liter, gram, kilogram); - Date of manufacture. - Date of expiry. - Batch No. - Recommended dosage of formulation - Registration number in country of origin. - Name & Address of manufacturer and supplier. - Manufacturer Company logo, if any | <p>35,000 Liters</p> | <p>99,750,000</p> |

| | | |
|--|--|--|
| <p>Precautionary pictograms.</p> <p>First aid & medical advice/Antidote (if any).</p> <p>Warning or caution statement (Required single word such as “Danger”, “warning “ or “Caution” and the statement “Keep out of reach of children” must appear on the front panel & the front label of the labeled insecticide must contain the following, namely :-</p> <ul style="list-style-type: none"> o The word “ POISON” in red on a contrasting back ground o The word “Danger” <p>Printed in red color:</p> <p style="padding-left: 40px;">“NOT FOR SALE “</p> <p style="padding-left: 40px;">“PUNJAB GOVERNMENT PROPERTY”</p> <p>The company will provide detailed information about:-</p> <ul style="list-style-type: none"> o Material Safety Data Sheet. o Bill of Lading, Packing List and commercial invoice. o Test report of each batch of the product conducted at the Lab. of manufacturer. o Test report of each batch of the product conducted at the WHO Accredited Labs / Centers o Certificate of Country of Origin. <p>Note: Pre-shipment inspection will be performed at the cost of bidder of all batches to be dispatched.</p> | | |
|--|--|--|

Note:

The bidder shall provide samples (atleast 05) of the quoted brand of each quoted item along with its bid.

SECTION IV
EVALUATION CRITERIA

EVALUATION CRITERIA

In case the bidder fails to comply with any of the below mentioned parameter, the offer of the firm for quoted product will be declared as “non-responsive”:

- i. Submission of Original Purchase Receipt of tender.
- ii. Copy of valid CNIC of the bidder.
- iii. 2% Bid Security of estimated cost in the form of Pay Order/ CDR/ Irrevocable Bank Guarantee (Copy with Technical and Original with Financial).
- iv. NTN/GST Certificate of the bidder. The bidder must be enlisted in Active Taxpayer List (ATL).
- v. The bidder must possess Valid Manufacturer’s Authorization from the Manufacturer with indication of manufacturing site and its location.
- vi. The quoted product must be WHO PQT-VC approved finished goods (insecticides) i.e., manufactured, formulated, finished and packed by the original manufacturer. Approval will be verified from WHO PQT-VC official Website.
- vii. The offer must comply with the advertised technical specifications of the quoted item. The samples submitted by the bidder will undergo the physical tests, chemical analysis and Bioassay from Notified Labs & Field Trial. Only those technical offers shall be considered whose samples meet the prescribed specifications and declared as standard/qualified in above referred tests.
- viii. Valid Manufacturing License of the manufacturer.
- ix. Valid Product Registration Certificate in the country of manufacturer.
- x. An affidavit from bidder on notarized judicial stamp paper of Rs.100/- stating that the firm has never been blacklisted/debarred by any of the Federal and Provincial Government or organizations of the State/Central Government in Pakistan.

NOTE:

1) 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.

2) The financial bids of technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

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>Batch Capacity of the Insecticide/Product</i> | <i>Trade Price</i> | <i>MRP (Maximum Retail Price)(If applicable)</i> |
|--------------------------------|-------------------------|--|--------------------|--|
| 1 | | | | |
| | | | | |

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 Insecticides 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 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(A)

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.

BID FORM 5(B)

Price Schedule

(Price Analysis)

(User Notes):

1. 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:

| Item/Tender enquiry No. | Name of the Item | Unit Price | | | | | | Total Price/Unit | No. of Units | Total Price |
|-------------------------|------------------|--|----------------------|----------------------------------|-----------|---|--|------------------|--------------|-------------|
| | | Ex-factory, Ex Ware house, Ex-Show Room, Off the Shelf | Sales and Income Tax | Other Levies and Duties (if any) | Packaging | Transportation Costs incidental to delivery | Other Incidental Costs as defined in the Schedule of Requirement | | | |
| | | A | B | C | D | E | F | G | h | i |
| | | | | | | | | $g=a+b+c+d+e+f$ | | $i = g*h$ |

Signature:-----

Designation:-----

Date:-----

Official Stamp:-----

BID FORM 6

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 _____, 201__

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 201____, 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 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

Consignee's End: Government Medical Store Depot, Gulberg-III, Lahore.

| Mode of Penalty | Delivery of 100% Quantity as per Signed Contract & Purchase Order | Total delivery period |
|---|---|-----------------------|
| Without penalty | 60 days + 15 days as grace period with subject to completion of delivery. | 75 days |
| Extension in delivery period with late delivery charges/penalty @ 0.067 % per day of the value of undelivered supply beyond 75 days*. *subject to clause 20 of the General Conditions of the Contract. | | |

Note:

- 1) Supply/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.
- 2) Purchase order will be need based irrespective of the quantity mentioned in indent.
- 3) The empty containers will be deposited with the provincial store keeper EP&C at the time of receiving supplies

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). **Additional instructions for packing**

- i. The suppliers are required to furnish the warranty certificate with regard to the potency and stability (Including coloration) of the Insecticide as per requirement mentioned in the technical specification of procuring agency on judicial paper of the value of Rs.100/-.
- ii. The bidder shall supply the Insecticide in original manufacturer's packing. The firm shall follow the approved specification indicated Section III of ITB (schedule of requirement & technical specifications).
- iii. After signing of the Contract, the Supplier shall submit the samples of finished product (insecticide) in accordance with the instructions for approval of the **Director General Health Services, Punjab, 24-Cooper Road, Lahore or his nominee**. The approved samples will be shared with the Consignee/ End User and all subsequent supplies must be in accordance with the approved samples.

d). **Shelf life**

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

e). **Stock Replacement**

- i. The supplier shall be contacted by the relevant department for the replacement of near to expiry stock/insecticides 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 of Insecticides at the Purchaser's premises, the nominee of Purchaser shall send the samples from all batches of each consignment of the supplied store to the Punjab Agriculture Department's Pesticide Laboratory for testing. The samples shall also be sent to the Entomology Department, University of Agriculture, Faisalabad and Institute of Public Health, Lahore, for bioassay in lab & field trial to check the efficacy of the product as per WHO Standards. The cost of the lab tests shall be borne by the Supplier. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications etc. of goods after;
 - a) Receipt of standard quality report from Pesticide Testing Laboratory.
 - b) Receipt of standard efficacy reports as per WHO standards from above referred labs

- ii. Any complication regarding the product will be dealt under Agricultural Pesticide Ordinance, 1971, in addition to the terms & conditions of the current contract framed under Punjab Procurement Rules, 2014. The report of the Testing Laboratories shall be deemed as final and conclusive and the affected firm shall have no second opportunity in this regard.
- iii. In case of failure in test, the proceedings against the supplying firm shall be initiated under Agricultural Pesticide Ordinance, 1971, in addition to the terms & conditions of the current contract, framed under Punjab Procurement Rules, 2014.
- iv. The Inspection Committee will carry out detailed physical examination of stocks and can reject the same, even if it is declared of standard quality by the Testing Laboratories if not found according to the approved sample/prescribed technical specifications and other technical specifications like packaging, labeling, printing and quantity etc. Furthermore, the store declared substandard/not as per label claim by the Testing Laboratory shall be destroyed by the committee in the presence of the representative of the firm. The destruction cost shall be borne by the supplier. Moreover, the Supplier shall be responsible to replace the whole store of the batch which is declared as substandard/not as per label claim by the Testing Laboratories without any further charges. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

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 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. |



Primary & Secondary
Healthcare Department

BIDDING DOCUMENTS

FOR THE PROCUREMENT OF DEXTRAN-40 INFUSION

(FINANCIAL YEAR 2019-20)

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 | IPL No. 10209 |
| ITB Clause 24 | Last date and time for the receipt of bids | 28.11.2019 at 11.00 A.M |
| ITB Clause 27 | Date, time and venue of opening of technical bids | 28.11.2019 at 11.30 A.M 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. |
| ITB Clause 13 | Language of bid | English |
| ITB Clause 20 | Amount of bid security | 2% of the Estimated Cost |
| 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 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 | |

SECTION 1
Invitation to Bid



Primary & Secondary
Healthcare Department

LETTER OF INVITATION

SUBJECT: INVITATION FOR PROCUREMENT OF DEXTRAN-40 INFUSIONS FOR THE FINANCIAL YEAR 2019-20

Dated: -----

Dear Sir/ Madam

Government of the Punjab, Directorate General Health Services, Punjab invites sealed bids/tenders (Technical & Financial) for the supply of Dextran-40 Infusions on free delivery to Consignee's end basis. Detailed technical specifications along with quantities of Drug/Medicine are given in the Bidding Documents.

3. Bidders can download the Bidding Documents containing tender's item specifications, quantity, terms & conditions from the websites of Punjab Procurement Regulatory Authority (www.ppra.punjab.gov.pk) and Directorate General Health Services (www.dghs.punjab.gov.pk) as well as Purchase Cell, DGHS, which can be obtained after submission of Rs.1000 until the closing date for the submission of bids.

4. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. The envelopes shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters. The outer envelope shall clearly be **marked with Tender Enquiry No.** for which the proposal is submitted. 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 Bidders on **28.11.2019** at **11.00 A.M** positively in the Directorate General Health Services, Punjab 24-Cooper Road Lahore. The bids received till stipulated date & time shall be opened on the same day at **11:30 A.M** in the presence of the notified purchase committee and bidders or their authorized representatives who choose to attend. 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 submission and opening of tenders accordingly. The time and venue shall remain the same.

Note: The Procurement/Bidding Process shall be governed by the Punjab Procurement Rules, 2014.

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

SECTION II

Instructions to Bidders

2. Scope of Bid

1.1 Directorate General Health Services, Punjab, Government of the Punjab, invites sealed bids from Pharmaceutical Manufacturers/Sole Agents of Foreign Manufacturers for supply of Drug/Medicine for Health Facilities in Punjab and/or any other department of Govt. of Punjab notified under PPRA rules of the department as per quantities and specifications more specifically described in **Section III of the Bidding Documents** Schedule of Requirements & Technical Specifications.

2. Source of Funds

2.1 Government of the Punjab.

3. Eligible Bidders

3.1 This Invitation to Bids is open to all pharmaceutical manufacturers/authorized sole agents of foreign manufacturers in Pakistan during the year 2019-20 for supply of Drug/Medicine more specifically described in the Section III, Schedule of Requirements & Technical Specifications. Pharmaceutical Manufacturers/ Sole Agents of Foreign Manufacturers are eligible bidders.

3.2 The Sole Agent/Importer must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Section V, Bid Form, to the effect that they are the original Manufacturer of the required specifications of Goods.

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

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 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 the PPRA Rules 2014 Blacklisting / Debarment process;

- x. Submission of false fabricated / forged documents for procurement in tender.
- xi. Not attaining required quality of work.
- xii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- xiii. Non-execution of work as per terms & condition of contract.

- xiv. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- xv. Involvement in any sort of tender fixing.
- xvi. Persistent and intentional violation of important conditions of contract
- xvii. Non-adherence to quality specification despite being importunately pointed out.
- xviii. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE: The procedure mentioned in Punjab Procurement Rules 2014 will be followed.

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 items 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 TOTAL QUANTITY OF AN ITEM REQUIRED IN THE SECTION III i.e., SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.**

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 Punjab.

9. Applicable Bidding Procedure

9.1 “Single stage – Two Envelops bidding procedure” shall be employed.

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)
 - iv. Contract Form
 - v. General Conditions of the Contract
 - vi. 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 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 correspondence, 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, UNDERTAKING, TECHNICAL DETAIL OF THE PRODUCT, of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the 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 FORM 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 on free delivery to the consignee end 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.

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 straightaway be rejected. Conditional offer shall also be considered as non-responsive bid.

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 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. However, samples of cold chain (perishable) goods will be called later at the time of technical evaluation of bids..

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 provide 2% bid security.

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 bid 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 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 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.

22.3 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 marked with **Bid Reference Number & Tender No.**

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, Tender No, Items/**No. indicated in Section III, Schedule of Requirements & Technical Specifications** and a statement: "DO NOT OPEN BEFORE," the time and the date specified 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 Advertisement/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 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 initiation of legal action against the firm.

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 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.

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, 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 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 Bidder.

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 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.

29.5 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.

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 Least Cost Method 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 Financial Bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that day, , if required on C&F basis.

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

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 Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

32. Rejection of Bids

32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with 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 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 rejects all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014.

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 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 as per PPRA 2014.

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 Primary & Secondary Healthcare Department will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Security with in 10 (Ten) days after receiving of AAT. After receipt of Performance Guarantee, the DGHS will sign the Contract and subsequently Purchase Orders will be issued accordingly.

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 The Frame Work Contract is to be made on Judicial 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 Before signing of Frame Work 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.

42.1 The prices quoted shall not be more than the Trade Prices as per MRP (Maximum Retail Price) fixed by the Federal Government under Drugs Act, 1976/DRAP Act, 2012. If the quoted/approved prices found unreasonable at any stage of procurement, the procuring agency reserves the right to deduct the difference/overcharging beside initiation of legal proceedings.

43. Drug Act/ DRAP Compliance.

All supplies will comply with the provision of Drugs Act 1976/DRAP Act 2012 and Punjab Drugs (Amendments) Act 2017 and rules framed there under.

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

**LIST, TECHNICAL SPECIFICATIONS & QUANTITIES FOR
DRUG/MEDICINE (2019-20)**

| Item No. | Generic Name with Technical Specification | Total Quantity No(s). | Total Estimated Cost |
|----------|---|-----------------------|----------------------|
| 1 | <p>Dextran-40 Infusion with IV infusion set Specifications: Each 100 ml of solution/Infusion contains; Dextran 40: 10 g Sodium Chloride: 0.9g Sodium: 154 mEq Chloride: 154 mEq Total Osmolar Concentration: 310 mOsm/L Pack of 500ml plastic bottle.</p> <p>I.V. Sets Sterile blister Pack (Pre-qualified with P&SHD, DGHS during FY 2019-20): Disposable I.V Set with needle with flow control regulator. Minimum length 150 cm. Individually sterile blister pack. Pack of 500 or less. (Undertaking on Rs. 100 legally notarized Judicial Stamp Paper to the effect that the said item is manufactured from material of transparent medical grade).</p> | 4,000 Infusions | 12,400,000 |

Note:

1. The bidder shall provide **samples (atleast 02) of the quoted brand of each quoted item** along with its bid.
2. Certificate regarding fulfillments of requirements under Bio Safety Act 2005 and the rules framed there under must be attached for Vaccines/Sera, Biotechnical products etc.
3. For thermolabile drugs for which storage temperature is 2-8 degree centigrade. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermolog data from factory to Consignee's end.
4. Any further information can be obtained from the office of Purchase Cell, Directorate General Health services, Punjab, 24-Cooper Road Lahore.

SECTION IV
EVALUATION CRITERIA

BID EVALUATION CRITERIA FOR DRUG/MEDICINE
(FOR LOCAL MANUFACTURER)

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

COMPULSORY PARAMETERS

- i. The bidder must possess valid Drug Manufacturing License issued by DRAP (manufacturers) and valid Drug sale License (in case of importers).
- ii. The bidder will provide valid Drug Registration Certificate of the quoted product.
- iii. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per rules shall be considered.
- iv. Undertaking Regarding “Declaration of No Spurious/Adulterated Batch” by any notified Drug Testing Laboratory of quoted item within last three years on valid Rs.100 judicial stamp paper duly verified by notary public.
- v. The firm undertakes that currently it is not Blacklisted/Debarred by any provincial & federal procuring agency/competent authority on valid Rs.100 judicial stamp paper duly verified by notary public.
- vi. Sample for evaluation by the technical committee.

BID EVALUATION CRITERIA FOR DRUG/MEDICINE
(FOR SOLE AGENT OF FOREIGN PRINCIPLE)

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

COMPULSORY PARAMETERS

- i. The bidder must possess valid Drug Manufacturing License issued by DRAP (manufacturers) and valid Drug Sale License (in case of importers).
- ii. The bidder will provide valid GMP Certificate from Country of Manufacturer/Country of Origin.
- iii. In case of Sole agent bidder will provide Valid Sole Agency Certificate/Authorization Certificate for the quoted item.
- iv. Specifications quoted in the technical offer will be verified from sample(s) provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per rules shall be considered.

- v. Undertaking Regarding “Declaration of No Spurious/Adulterated Batch ever” by any notified Drug Testing Laboratory of quoted item on valid Rs.100 judicial stamp paper duly verified by notary public.
- vi. The firm undertakes that currently it is currently not Blacklisted/Debarred by any Provincial & Federal procuring agency on valid Rs.100 judicial stamp paper duly verified by notary public.
- vii. Sample for evaluation by the technical committee.
- viii. The item other than registered products (unregistered in Pakistan) under Drug Act 1976/DRAP Act 2012 can also be quoted subject to valid registration under relevant law of the country of origin/manufacturing shall be pre-requisite.

Note:

1) 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.

2) The financial bids of technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency and the financial bids found technically non- responsive shall be returned un-opened to the respective Bidders.

SECTION V

BID FORM

BID COVER SHEET

Bid Ref. Tender: ----- Date: -----

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

Address: -----

E-mail: _____

Phone: _____

Facsimile: _____

Bid for:

Selected Items from the Schedule of Requirements:

| <i>Tender Enquiry/ Item No.</i> | <i>Name of the tendered Item</i> | <i>Brand name quoted</i> | <i>Drug Registration Number (attach certificate)</i> | <i>Specifications</i> | <i>Name of API manufacturer & country of origin</i> |
|--|---|---------------------------------|---|------------------------------|--|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |

Signed:

Dated:

Official Stamp:

BID FORM 1

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Firm: {Add name e.g., Supply of Drugs & Non-Drugs 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 amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Documents, 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 will pay the testing fee for samples (1/2 depending upon the quantity) collected from any supply of any district to be tested by international WHO recognized laboratory and will accept the results in addition to testing by DTLs, Punjab.

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

(Judicial Stamp paper Rs.100/-)

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 I/we will ready to pay the standard charges of testing samples by DTLs Punjab.
- 10) I/we further undertake to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.

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

MANUFACTURER’S SOLE AUTHORIZATION⁸

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 solely 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 &15 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:-----

⁸This 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

Price Schedule

User Note: This form is to be filled in by the Bidder for quoted items/products and shall submit with Financial Proposal. If intended to quote for more than one item/product, a separate form should be used for each item/product intended to quote for.

Name of the Firm:

Bid Reference. No:

Date of opening of Bid:

| Sr. No. | Name of the tender Item | Quoted Brand | Unit Price (inclusive all applicable taxes if any + transportation charges) | No. of Units | Total Price | Discounts (if any) | Final Total Price (Inclusive of all taxes if any) |
|--------------|-------------------------|--------------|---|--------------|-------------|--------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | 4*5 | | 6-7 |
| TOTAL | | | | | | | |

A) FINAL TOTAL PRICE: -----

B) DISCOUNT⁹:-----

C) FINAL QUOTED PRICE: -----

(C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

⁹ 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.

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 _____, 201__

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 201_, between the _____, (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 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;

| Item No. | Item Name | Approved Specifications | Unit Price in PKR/ quoted Currency (As per contract) | Quantity | Total Cost (PKR/quoted Currency) |
|----------|-----------|-------------------------|--|----------|--|
| | | | | | |
| | | | | | |

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

2. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
- a. This Contract Form
 - b. The Schedule of Requirements **Annex- A**
 - c. Special Conditions of Contract &the Technical Specifications **Annex- B**
 - d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. **Annex- C**
 - e. The Notification of Award (AAT) **Annex- D**
 - f. Purchase Order **Annex-E**
 - g. Payment Schedule **Annex-F**
 - h. The General Conditions of Contract **Annex-G**
 - i. Performance Guarantee/Security **Annex-H**
 - j. Manufacturer’s certificate of warranty under Drugs Act 1976/DRAP Act 2012 & rules framed thereunder **Annex-I**
 - k. The bidding document of Procuring Agency **Annex-J**
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”:

12. The Term of the Contract: This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.

13. 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 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.
- 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 mutually agreed by both parties/Additional Chief Secretary or his nominee. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

14. 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.

15. 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.

16. Mode of Payment: All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name] in case of DDP.

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.

17. Performance Guarantee/Security:

(i) The Supplier, within 10 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee 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.

(iii) Failure to submit a Performance Guarantee/Security shall result into cancellation of contract & blacklisting of firm.

18. 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 contract/purchase order.

(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and after issuance of subsequent contract/purchase order by the consignee, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**

19. Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:

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 Agent.**

Sealed & Signed on behalf of Purchaser

Witnesses-1 on behalf of the Contractor

Witnesses-1 on behalf of the Purchaser

Witnesses-2 on behalf of the Contractor

Witnesses-2 on behalf of the Purchaser

C.C.

3. -----

4. -----

5. -----

Annex-A

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. **Store of CDC Program, Directorate General Health Services, Punjab.**

Free delivery to Consignee's end (DDP) basis as per Annex-F.

| Supply schedule | Delivery of Qty. without Penalty | Grace Period | TOTAL DELIVERY PERIOD |
|--|--|--------------|-----------------------|
| Immediately after Receiving of Contract/Purchase Order | 60 Days | 15 Days | 75 Days |
| With penalty @ 0.067 % per day | After Completion of due delivery period specified penalty @ 2% per month (0.067 per day) shall be imposed. | | |

Note:

- 1) 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.
- 2) Purchase order will be need based irrespective of the quantity mentioned in indent.

Annex-B

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

a). **Product Specifications.**

(Detailed technical specifications, given in Award of Contract, will be followed)

b). **Labeling and Packing**

- ii. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.
- iii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip/ Blister, Tubes etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license no., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in strip / blister pack (one side aluminum and other side PVC/PVD). Expiry date must be printed on each strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps.
- iv. The condition of green packing is relaxed for drugs imported in finished form but the supplier will be instructed to print/stamp/affix a sticker as per requirement of individual item *(after considering the condition of storage of each item)*.
- v. The quality of packing material, its labelling, packing structure and printing will be same as that of their commercial supply but according to government supply colour scheme.
- vi. The bidder will print "Barcode 2-D Data matrix" (a symbol that encodes data into a machine readable pattern of adjacent, varying width, parallel, rectangular dark bars and pale spaces). This Barcode shall uniquely identify the product along with a serial number, lot/batch number, Government of the Punjab Property, &/or expiry date. However, the case of the firms showing inability to comply the barcode requirement due to some cogent reasons will be presented to the Committee for decision.

c) **Additional instructions for packing**

- iv. The suppliers are required to furnish the Warranty certificate with regard to the potency and stability (Including coloration of medicines) of the Drug for human

consumption etc. in accordance with the Drugs Act 1976, DRAP Act 2012, Punjab Drugs (Amendments) Act 2017 & rules framed thereunder on judicial paper.

- v. The bidder shall supply the Drugs/Medicines/Items in special green packing with Logo of the Government of Punjab (exempted for imported items). The following wording/insignia shall be printed in bold letters both in Urdu & English in indelible red color ink on each carton, pack, bottle, strip / blister, tubes, vial / ampoule etc. In combo Packs the sterilized water for injection / solvent shall bear the wording/insignia on the vial/ampoules etc.

**“PUNJAB GOVERNMENT PROPERTY”
“NOT FOR SALE”**

- vi. After signing of the Contract, the Supplier shall submit the samples of finished medicines in accordance with the above instructions for approval of the department. All subsequent supplies must be in accordance with the approved samples.

d). Shelf life

- ii. The shelf life must be up to **85% for the locally manufactured drugs and 75% for the imported drugs.**
- iii. The lower limit of the shelf life must be up to **80% and 70% with imposition of 1% penalty** charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.
- iv. In case of *vaccines & other biotechnical products*, the stores with the **shelf life up to 70%** will be accepted without penalty charges and **up to 60%** with imposition of **1% penalty** charges of actual shortfall in shelf life below prescribed limit”

e). Testing/Verification Procedures

- v. After delivery of drugs and medicines at the Purchaser’s premises, the Consignee shall send the samples from **all batches of each consignment** of the supplied store to the Drugs Testing Laboratory, Punjab, for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods after receipt of standard quality report of each batch of supplied store issued by DTL concerned under Drugs Act 1976/DRAP Act 2012/ Punjab Drugs (Amendments) Act 2017 & rules framed thereunder. **The cost of the lab tests** shall be borne by the Supplier. **The firm shall be bound to provide primary reference standard (s)/traceable secondary standard (s) to the concerned Drugs Testing Laboratories of Punjab as and when demanded. In case of secondary reference standard, the certificate of analysis and proof of traceability shall also be provided by the contractor.**
- vi. In case of **Adverse/failure** report of any batch, the Supplier has the right to go for appellate laboratory. If it is again declared substandard, the Supplier will be intimated and they will be bound to re-supply the **entire fresh stock** of that batch **free of cost** within the reasonable time period to be intimated by the purchaser but

not later than **21 days (three weeks)** from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory **Authority** for **legal action** as per Drugs Act 1976/DRAP Act 2012/Punjab Drugs (Amendments) Act 2017 and **disposal of substandard stocks**.

- vii. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

f) Transportation/Delivery Requirements

- iv. The Supplier shall arrange such transportation of the drugs and medicines 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. The goods shall be delivered through reputable courier service having following features to ensure quality, quantity, safety & efficacy of supplied medicines & surgical disposable items:
- a. Traceable online dispatch and delivery record
- b. Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies
- v. All costs associated with the transportation including loading/unloading of drugs/medicines and road taxes shall be borne by the Supplier.
- vi. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.

g) Integrity Pact

The Supplier shall provide affidavit of integrity pact for awarded item/items with contract value equal to or more than 10 Million Rupees on the prescribed format on stamp paper of Value Rs:100/- as per Annexure-H.

Annex-C

PRICE SCHEDULE SUBMITTED BY THE BIDDER

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

Annex-D

NOTIFICATION OF AWARD/ ADVANCE ACCEPTANCE OF TENDER

Annex-E

PURCHASE ORDER

Annex-F

PAYMENT SCHEDULE

- ii** *100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO) preferably be central;*
 - c 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.*
 - d on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.*
- iii** *Part Supply as per given delivery schedule and Part Payment is allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply as per schedule mentioned in schedule of requirement within due time.*

Annex- G

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 up to 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, Director General Health Services, Punjab, *itself*.
- (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 Purchaser) 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

5.3 performing the Contract.

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

5.4 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 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
- 10.2 delivery of the goods.
The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of
- 10.3 delivery and in the manner prescribed.
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/bidding document.
- 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 Rupees in case of DDP.
- 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 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 contract/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;

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

21.2 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 per Rule-21 of the 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,
- 22.2 earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.
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
- 22.3 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 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.

29.Blacklisting Mechanism

- 29.1 The procuring agency may, on information received from any resource, issue show cause notice to a bidder or contractor.
- 29.2 The show cause notice shall contain:
- (a) precise allegation, against the bidder or contractor;
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or contractor from participating in any public procurement of the procuring agency; and
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 29.3 The procuring agency shall give minimum of seven days to bidder or contractor for submission of written reply of the show cause notice.
- 29.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
- 29.5 In case the bidder or contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 29.6 The procuring agency shall give minimum days (as per authority decision) to the bidder or contractor for appearance before the specified officer of the procuring agency for personal hearing.
- 29.7 The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- 29.8 The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 29.9 The procuring agency shall communicate to the bidder or

contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.

- 29.10 The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
- 29.11 If the procuring agency wants the Authority to debar the bidder or contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
- 29.12 The Authority shall immediately publish the information and decision of blacklisting on its website.
- 29.13 In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
- 29.14 In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
- 29.15 In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
- 29.16 The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
- 29.17 An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

