



REQUEST FOR PROPOSAL (RFP) DOCUMENTS

**PRINTING MATERIAL/PRINTING ASSIGNMENTS/JOBS FOR
CD&EPC PROGRAM, O/O DGHS**

**FOR
FINANCIAL YEAR
(2020-21)**

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

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

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INVITATION FOR RFP

PRINTING MATERIAL/PRINTING ASSIGNMENT/JOB FOR CD&EPC PROGRAM **FOR DIRECTORATE GENERAL HEALTH SERVICES, PUNJAB, LAHORE** **FINANCIAL YEAR 2020-21.**

1. Director General Health Services, Punjab, Lahore **invites Request for Proposals (RFP)** from Printers/Prequalified Printers of the Govt. Printing Press for the Printing Material/Printing Assignment of CD&EPC Program during the Financial Year 2020-21 on free delivery to Consignee's end basis. Detailed specifications along with quantities of Printing Material etc. are given in the RFP documents. The Government of Punjab has allocated funds in the specific head of account for the purpose of this nature of procurement for Directorate General Health Services, Punjab etc.
2. Printers/Prequalified Printers of the Govt. Printing Press may get the RFP documents & detailed specifications from the office of Director General Health Services Punjab, 24-Cooper Road, Lahore, on submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of Rs.1000/- (One thousand only) for each Tender Enquiry Number for each set of RFP documents & detailed specifications.
3. RFP documents including detailed specifications, terms & conditions shall be issued from Purchase Cell, DGHS 24-Cooper Road, Lahore up to **25-03-2021** during office hours until the closing date and time for the submission of proposals.
4. Request shall be conducted through Single Stage – Two Envelopes procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (Amended). The envelopes shall be marked as "FINANCIAL PROPOSAL" AND TECHNICAL PROPOSAL" in bold and legible letters. Financial proposal of Printers found technically non-responsive shall be returned un-opened to the respective printers.
5. Sealed Envelops are required to be submitted by the interested Printers/Prequalified Printers on 25/10/2019 at 11:00 A.M. positively in the Committee Room of this Directorate. The proposals received till the stipulated date & time shall be opened on the same day at AM in the 11:30 presence of the Printers/Prequalified Printers or their authorized representatives (who choose to attend) by the purchase committee. Proposal Security of the 2% of the estimated cost in the shape of Pay Irrevocable Bank Guarantee from any scheduled bank is required to be furnished with the **Financial Proposal** as well as copy with **Technical Proposal** otherwise proposal will be rejected. Late proposals shall not be entertained.
6. All Proposals should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the RFP documents and signatures of authorized person. Moreover, signing and stamping of each page of RFP documents/form is mandatory.
7. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.
8. The Printers are requested to give their lowest and best prices with their proposals as no negotiations on the prices are allowed.

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

-Sd-

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

RFP Data Sheet

ITB Reference	Description	Detail
N/A	Commencement of sale of RFP documents	From the date of Request, on all working days during office hours
N/A	RFP documents Price	Rs.1000/- (Non-refundable) for each Tender Enquiry No.
ITB Clause 24	Last date and time for the receipt of proposals	25-03-2021 at 11:00 AM
ITB Clause 27	Date, time and venue of opening of technical Proposal	25-03-2021 at 11:30 AM
ITB Clause 16	Proposal 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 proposal	English
ITB Clause 20	Amount of proposal security	2% of the Estimated Cost
ITB Clause 21	Proposal validity period	180 days from the date of the submission of proposals.
ITB Clause 09	Procedure	Single Stage – Two Envelope procedure
ITB Clause 27	Director General Health Services, Punjab, Lahore 24-Cooper Road, Lahore. Phone No. 042-99201139-40 Fax No.042-99201142 E-Mail : pcdghslahore@gmail.com	

1. Scope of proposal

As specified in the Section-III, schedule of requirement and technical specification.

2. Source of Funds

Available.

3. Eligible Printers.

3.1 This Invitation for Proposals is open to all original printers/ manufacturers and in case of imported goods their authorized agents/ importers/ suppliers in Pakistan for supply of Goods more specifically described in the Schedule of Requirement (Section-III.)

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

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 Proposal Form Section V to the effect that they are the original Manufacturer of the required specifications of Goods.

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

4. Corruption and Fraud.

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

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

5. Eligible Goods and Services.

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

6. Cost of RFP.

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

7. RFP for Selective Items.

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

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

The RFP Procedure

8. The Governing Rules.

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

9. Applicable RFP Procedure.

9.1 The RFP procedure is governed by Rule 36 “Procedures of Open Competitive Proposals” sub-rule (b) “Single stage – Two Envelope procedure”. Printers are advised also to refer to the Proposal Data Sheet above to confirm the RFP procedure applicable in the present RFP process.

9.2 The RFP procedure prescribed in the Proposal Data Sheet above is explained in the table below.

Single Stage: Two Envelope Procedure

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

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

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

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

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

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

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

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

The RFP documents

10. Contents of the RFP documents

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

- (a) Invitation to proposal:
- (b) Instructions to Printers
- (c) proposal form.
- (d) contract form.
- (e) general & special conditions of contract.
- (f) specification non drawings or performance criteria (where applicable)
- (g) list of goods or bill of quantities (where applicable)
- (h) delivery schedule/ time or completion schedule:
- (i) qualification criteria (where applicable)
- (j) proposal evaluation criteria.
- (k) format of all securities required (where applicable)
- (l) details of standards (if any) that are to be used in assessing the quality of goods, works & services specified; and
- (m) any other detail not inconsistent with these rules that the procuring agency may deem necessary.

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

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

11. Clarification(s) on RFP documents.

11.1 A prospective Printers requiring any clarification(s) on the RFP documents may notify the Procuring Agency¹ in writing at the Procuring Agency's address indicated in the Proposal Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the RFP documents, which it receives no later than ten (10) days prior to the deadline for the submission of proposals prescribed in the Invitation for Proposals. 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 Printers that have received the RFP documents.

12. Amendment(s) to the RFP documents.

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

12.2 All prospective Printers that have received the RFP 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 Printers reasonable time for taking the amendment(s) into account in preparing their proposals, the Procuring Agency, at its discretion, may extend the deadline for the submission of proposals.

Preparation of Proposals

13. Language of Proposals.

13.1 All correspondences, communications, associated with preparation of Proposals, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Printers 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 Proposal, the said translation shall take precedence.

14. Documents comprising the Proposals.

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

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

¹ In this case Directorate General Health Services Punjab, Lahore is the Procuring Agency.

15. Proposal Price.

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

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

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

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

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

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. Proposal Currencies.

16.1 As per proposal data sheet.

17. Samples.

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

18. Documentation on Eligibility of Printers.

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

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

19. Documentation on Eligibility of Goods.

19.1 The Printers shall furnish, as part of its proposal (Proposal Form) as specified in Section V, documents establishing the eligibility and

conformity to the RFP documents of all goods, which the Printers proposes to supply under the Contract.

20. Proposal Security.

20.1 The Printers shall furnish, as part of its proposal, a Proposal Security in the amount specified in the **Data Sheet**. Unsuccessful Printer's proposal security shall be discharged or returned soon after announcement of the successful proposals.

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

20.3 The proposal Security may be forfeited:

(a) if a Printers withdraws its proposal during the period of proposal validity;

or

(b) in the case of a successful Printers, if the Printers fails to sign the Contract or fails to provide a performance security (if any).

21. Proposal Validity.

21.1 Proposals shall remain valid for the period identified in the Proposal Data Sheet after the date of opening of technical proposal prescribed by the Procuring Agency. A proposal 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 proposal within the stipulated proposal 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 proposals shall be asked to extend their respective proposal validity period. Such extension shall be for not more than the period equal to the period of the original proposal validity.

21.3 Printers who, -

(a) agree to the Procuring Agency's request for extension of proposal validity period shall not be permitted to change the substance of their proposals; and

(b) do not agree to an extension of the proposal validity period shall be allowed to withdraw their proposals without forfeiture of their proposal securities.

22. Format and Signing of Proposals.

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

22.2 The Proposal shall be accompanied by the original receipt for payment made for the purchase of the RFP documents. In an event where the Printers has downloaded the RFP 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 proposal.

22.3 The original proposal shall be typed or written in indelible ink and shall be signed by the Printers or a person or persons duly authorized to bind the Printers to the Contract. The person or persons signing the proposal shall initial all pages of the proposal form.

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

Submission of Proposals

23. Sealing and Marking of Proposals.

23.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Printers shall seal the proposals/ proposals 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 Proposals; and

(b) Proposal Reference No. indicated in the Proposal Data Sheet, and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the Proposal Data Sheet for opening of Proposals.

23.3 The inner envelopes shall also indicate the name and address of the Printers to enable the proposal 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 proposal's misplacement or premature opening.

24. Deadline for Submission of Proposals

24.1 Proposals must be submitted by the Printers and received by the Procuring Agency at the address on the time and date specified in the Proposal Data Sheet. Proposals received later than the time and date specified in the Proposal Data Sheet will stand summarily rejected.

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

25. Late Proposals

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

26. Withdrawal of Proposals

26.1 The Printers may withdraw its proposal after the proposal's submission and prior to the deadline prescribed for submission of proposals.

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

Opening and Evaluation of Proposals

27. Opening of Proposals by the Procuring Agency.

27.1 All proposals received, shall be opened by the Procuring Agency publically in the presence of the Printers or their representatives on the date, time and venue prescribed in the Proposal Data Sheet.

27.2 The opening of Proposals shall be subject to the RFP Procedure prescribed in the Proposal Data Sheet and elaborated in ITB Clause 9 above.

27.3 All Printers in attendance shall sign an attendance sheet.

27.4 The Procuring Agency shall open one Proposal at a time and read out aloud its contents which may include name of the Printers, offered items and unit prices and total amount of the Proposal (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab PPR-2014(Amended), specifically Rule 28 (Opening of Proposals)

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

27.6 No proposal shall be rejected at technical proposal/ proposal opening, except for late proposals, which shall be returned unopened to the Printers

27.7 The financial proposals found having without Proposal Security shall also be returned unannounced to the Printers. However, prior to return to the Printers, the Chairman of the Purchase/ Procurement Committee shall record a statement giving reasons for return of such proposal(s).

28. Clarification of Proposals.

28.1 During evaluation of the proposals, the Procuring Agency may, at its discretion, ask the Printers for a clarification of its proposal. The request for clarification and the response shall be in writing, and no change in the prices or substance of the proposal shall be sought, offered, or permitted.

29. Preliminary Examination.

29.1 The Procuring Agency shall examine the proposals 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 proposals are generally in order.

29.2 In the financial proposals 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 Printers does not accept the correction of the errors, its proposal shall be rejected, and its Proposal 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 proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Printers.

29.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each proposal to the RFP documents. For purposes of this clause, a substantially responsive proposal is one, which conforms to all the terms and conditions of the RFP 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 Proposal Security for financial proposals. The Procuring Agency's determination of a proposal's responsiveness is to be based on the contents of the proposal itself without recourse to extrinsic evidence.

29.5 If a proposal is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Printers by correction of the nonconformity.

30. Evaluation of Proposals.

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

30.2 All proposals shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these RFP documents.

30.3 For the purposes of comparison of proposals 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 proposals specified in the RFP documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

30.4 A proposal 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 proposals.

31. Qualification of Printers

31.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Printer's capacities, may require the Printers to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

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

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

31.4 The determination can take into account the Printer's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Printer's qualifications submitted by the Printers, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Printers, 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 Printers. A negative determination shall result in rejection of the Printer's proposal, in which event the Procuring Agency shall proceed to the next lowest evaluated proposal to make a similar determination of that Printer's capabilities to perform satisfactorily.

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

32. Rejection of Proposals

32.1 The Procuring Agency may reject any or all proposals at any time prior to the acceptance of a proposal. The Procuring Agency shall upon request communicate to any Printers who submitted a proposal, the grounds for its rejection of any or all proposals, 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 Printers who have submitted proposals.

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

33. Re-Offering

33.1 If the Procuring Agency rejected all proposals in pursuant to ITB Clause 32, it may call for a re-offering. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014. (Amended)

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

34. Announcement of Evaluation Report

34.1 The Procuring Agency shall announce the results of the proposal evaluation in form of a report, not inconsistent with Rule 37 of the PPR-2014(Amended), giving justification for acceptance or rejection of proposals 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 Printers shall contact the Procuring Agency on any matter relating to its proposal, from the time of the proposal opening to the time of announcement of Evaluation Report. If a Printer wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

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

Award of Contract

36. Acceptance of Proposal and Award Criteria.

36.1 the Printer whose proposal is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated proposal, 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 proposal validity.

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

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

38. Notification of Award.

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

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

38.3 The enforcement of the Contract shall be governed by Rule 44 of the PPR-2014(Amended).

39. Limitation on Negotiations.

39.1 Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of proposal specified by the Printer, but only to minor technical, contractual or logistical details.

39.2 Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- minor alterations to technical details, such as the scope of work, the specification or drawings;
- minor amendments to the Special Conditions of Contract;
- finalization of payment schedule and ancillary details;
- mobilization arrangements;
- agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Agency;
- the proposed methodology or staffing;
- inputs required from the Procuring Agency;
- clarifying details that were not apparent or could not be finalized at the time of requesting;
- The Printer's tax liability in Pakistan, if the Printers is a foreign company.
- **Negotiations shall not be used to:**
- substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Printers or the performance of the goods;
- substantially alter the terms and conditions of Contract;
- reduce unit rates or reimbursable costs;
- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the proposals or proposals

40. Signing of Contract.

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

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

40.3 If the successful Printers, after completion of all codal formalities shows an inability to sign the Contract then its Proposal Security shall stand forfeited and the firm may be blacklisted a de-barred from future participation, whether temporarily or permanently. In such situation the Procuring Agency may award the contract to the next lowest evaluated Printers or call for new proposals.

40.4 The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Printers on the Contract document, and shall be governed for ONE-year period and by the terms and conditions mutually agreed in the contract.

41. Performance Guarantee.

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

41.2 The Proposal Security submitted by the Printers at the time of submitting its proposal shall be returned to the Printers upon submission of Performance Guarantee.

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

42. Price Reasonability Certificate.

42.1 Following certificate shall be demanded from Printers to ensure the reasonableness of the quoted price on stamp paper:

“Certified that the price quoted to this Department against the item(s) mentioned at Sr.No.____ (name of items____) are not more than the prices charged from any Purchase Organization in the country and in case discrepancy the Printers hereby undertakes to refund the price charged in excess.”

43. Submission of samples:

The supplier will provide samples (Free of Cost) of the product to this office at the time of the proposal.

Schedule of Requirements:

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Directorate General Health Services Punjab, Lahore as per following schedule of requirements: -

Mode of Penalty	Delivery of All Items in 100% Quantity as per Purchase Order	Total delivery period
Without penalty	60 days or earlier	60 days
Late delivery charges/penalty @ 0.067 % per day after 60 days.		

Note: Detailed specification along with quantities is as per tender for sale and also attached at the end of this RFP documents.

Evaluation Criteria

1. KNOCK DOWN PARAMETERS:

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

S.No.	PARAMETERS	DOCUMENTS REQUIRED	COMPLIANCE STATUS(Yes/No)
01	Original receipt of purchase of tender	Original receipt	
02	Valid Nationality / Identity	CNIC copy	
03	NTN / GST and ATL	The Printers must provide the NTN/GST registration certificate and proof of enlistment on the Active Tax Payer List (ATL) available on Federal Broad of Revenue (FBR) website	
04	Annual Sales Turnover/Gross Revenue	The firm shall provide Annual Sales Turnover/Gross Revenue of any of following Financial Year in form of Tax Returns i.2018-19 ii.2017-18	
05	2% Proposal Security/CDR	Copy with technical proposal and original with financial proposal	
06	Acceptance of terms and conditions of RFP documents	The firm will submit an affidavit on notarized judicial stamp paper of Rs. 100/- that all terms and conditions as mentioned in RFP documents are accepted.	
07	Printer's Eligibility	Firms / Supplier having at least Two Years Supply Experience of the Public Institutions. (Will be verified from the PO/Supply Orders etc.)	
08	Supply of Printing Material as per Required Specification	The firm will submit affidavit on notarized judicial stamp paper of Rs. 100/- that supply of printing material will be provided as per tender specification (paper quality, grammage etc.)	
09	Non-Conviction Non-Blacklisting/Non-Debarment	Under taking on notarized judicial stamp paper of Rs.100/- The firm is neither convicted by any court of	

		law nor blacklisted/debarred by any Federal & Provincial Govt. Institute/competent authority.	
10	Product Evaluation (Quoted Product must comply with the tender / advertised specifications)	The bidder shall provide two samples, where required/ applicable, (same day of Technical Bid Opening) quoted sample, as per requirement otherwise the offer will be rejected straightaway. Sample, will be evaluated by the Technical Evaluation Committee by analyzing its Production quality, Design, Reliability, Conformance to the specification & quality standards and safe for the usage etc.	

PROPOSAL COVER SHEET

Proposal Ref. No. -----

Date-----

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

Address: -----

E-mail: _____

Phone: _____

Facsimile: _____

Proposal Security.

Proposal Security attached with Financial Proposal YES NO

Proposal for:

‡ All Items mentioned in the Schedule of Requirements.

‡ Selected Items from the Schedule of Requirements².

List of Selected Items: *(In case the Printers has opted to proposal for Selected Items, please type the Serial No³. and the name of the Items selected for Proposalding. Use additional Sheets if Required)*

S. No.	Name of the Item

Signed:

Dated:

Official Stamp:

Attachment⁴: ‡ Original receipt for the purchase of the RFP documents.

² In case a Printer is request for only some of the items mentioned in the list Technical Specifications, he is advised to take note of ITB Clauses 7 & 15.6

³ The Serial No. of the item as mentioned in the Technical Specifications.

⁴ The Attachment must be made with the Proposal Cover Sheet.

PROPOSAL FORM 1

Letter of Intention

Proposal Ref No.

Date of the Opening of Proposals

Name of the Contract:{ Add name e.g General Store items etc}

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

Dear Sir/Madam,

Having examined the RFP 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 RFP 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 proposal.

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

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

We agree to apropos ale by this proposal, for the Proposal Validity Period specified in the Proposal 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 proposal, together with your written acceptance of the proposal 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 proposal 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 RFP 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 proposal for and on behalf of [*insert: name of Printers*]

PROPOSAL FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

We have read the contents of the RFP documents and have fully understood it.

The Proposal being submitted by the undersigned complies with the requirements enunciated in the RFP documents.

The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.

The undersigned are also eligible Printers within the meaning of Clause 19 of the ITB.

The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.

The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this proposal or award or contract.

The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.

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

Signed

PROPOSAL FORM 3

Firm's Past Performance⁵.

Name of the Firm:

Proposal Reference No:

Date of opening of Proposal:

Assessment Period: (One Year as per Evaluation Criteria)

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

PROPOSAL FORM 4

Price Schedule

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

Name of the Firm:

Proposal.Ref.No:

Date of opening of Proposal.

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

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

⁵ Printers may use additional Sheets if required.

⁶ All certificates are to be attached with this form.

PROPOSAL 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

PROPOSAL FORM 6

CONTRACT/AGREEMENT

(Special conditions of the contract)

THIS CONTRACT is made at _____ on _____ day of _____ 201, between The Directorate General Health Services Punjab, Lahore, (hereinafter referred to as the “Purchaser”) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

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

Whereas, the Purchaser has accepted the proposal by the Supplier;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
 - a. the Schedule of Requirements. Annex- A
 - b. the Technical Specifications. Annex- B
 - c. the Price Schedule submitted by the Printers. Annex- C
 - d. the Purchaser’s Notification of Award. Annex- D
 - e. the Purchase Order Annex-E
 - f. the General Conditions of Contract
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:

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

The Supplier declares as under:

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

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

benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.

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

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

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

In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

Items to be Supplied & Agreed Unit Cost:

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

3. Payments: The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

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

5. Payment Schedule: All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule at Annex F.

6. **Performance Guarantee:** (i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Guarantee equivalent to 05% of the total Contract amount on the prescribed format and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.

ii) Supplier's Proposal Security already submitted with the Proposal shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.

iii) Failure to submit a Performance Guarantee shall result into forfeiture of Proposal Security and Cancellation of Contract.

7. **Penalties/ Liquidated Damages.**

i) Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled. ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies shall be forfeited.

iii) If the Supplier fails to supply the whole consignment and not able to deliver to any district, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.

iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase delivery orders.

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

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

For the Purchaser:

[insert: name of office]

[insert: name of officer]

[insert: postal address]

[insert: telephone number, indicate country and city code]

[insert: facsimile or cable number or e-mail address]

For the Supplier:

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

Signed/ Sealed: For the Purchaser.

Signature: _____

Name: _____

Designation: _____

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

Signature: _____

Name: _____

Designation: _____

General Conditions of Contract (GCC)

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser (provincial and district Health department) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
 - (c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the government of Punjab, transportation of goods upto the desired destinations and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means Special Conditions of the Contract.
 - (g) "The Purchaser" means the Government of Punjab, DGHS, Lahore.
 - (h) "The Supplier" means the individual or firm supplying the goods under this Contract.
 - (i) "Day" means calendar day.
- 2. Application**
- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

- 3. Source of Import**
- 3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.
- 4. Standards**
- 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- 4.3 If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Directorate General Health Services Punjab) the price difference shall be paid by the Supplier.
- 4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e. removal from purchaser's premises, burning, dumping, or incineration.
- 5. Use of Contract Documents and Information.**
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of

- 5.4 the Supplier's performance under the Contract if so required by the Purchaser.
- The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
- 6. Patent Rights** 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 7. Submission of Samples** 7.1 Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.
- 8. Ensuring storage arrangements** 8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier aproposales by the given time frame it shall not be penalized for delay.
- 9. Inspections and Tests** 9.1 The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- 9.2 9.3 T All costs associated with testing shall be borne by the Supplier.
- 9.3 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
- 9.4 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Delivery and Documents	10.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
	10.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	10.3	The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods having been delivered;
11. Insurance	11.1	The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
12. Transportation	12.1	The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
	12.2	All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
13. Incidental Services	13.1	The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total proposal 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 proposal and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
17. Contract Amendments	17.1	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

- 18. Assignment** 18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 19. Subcontracts** 19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
- 20. Delays in the Supplier's Performance**
- 20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
- 20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
- 21. Termination for Default** 21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or

the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Printers (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”

- 22. Force Majeure**
- 22.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.
- 22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.
- 22.3 Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
- 23. Termination for Insolvency**
- 23.1 The Purchaser may at any time terminate the Contract by giving written notice of one-month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

- 24. Arbitration and Resolution of Disputes**
- 24.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 24.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 24.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).
- 25. Governing Language**
- 25.1 The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
- 26. Applicable Law**
- 26.1 This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
- 27. Notices**
- 27.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
- 27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 28. Taxation**
- 28.1 All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.

LIST OF ITEMS ALONGWITH BILL OF QUANTITIES

SR. #	Description	Quantity	Estimated Cost	Total Estimated Cost PKR
1.	COVID-Vaccination Booklet, 128 Gram art paper Size: 5.5 x 8.5 Printing: 4 Color Pages: 8	100,000	28	2,800,000
2.	COVID-Vaccination Pamphlets, 128 Gram art paper Size 8.5 x 11 Printing: 4 Color Pages: 1	500,000	2	1,000,000
3.	COVID-Vaccination Flyer, 128 Gram art paper Size 8.5 x 11 Printing: 4 Color Pages: 1	500,000	2	1,000,000
4.	COVID-Vaccination Myth Buster Booklet, 128 Gram art paper Size: 5.5 x 8.5 Printing: 4 Color Pages: 6	100,000	24	2,400,000
5.	COVID-Vaccination Outdoor Steamers, Star with Wooden Frame Size: 3 x 6 ft	3,000	650	1,950,000
6.	COVID-Vaccination Digital Steamers, Category A & B Roads Prime Time Size: 3x6	700	1,000	700,000
7.	COVID-Vaccination Road Hoardings, Star with Wooden Frame Size: 10x14 ft	75	14,500	1,087,500
8.	COVID-Vaccination High Mount Hoardings, Prime Sight Quality: Star 20 x 30 ft	10	90,000	900,000
9.	Covid-19 Standard Operating Procedures & Guidelines. Numbers of pages 341 on 128gm art paper with 4 colour printing. Title 310gsm art card with 4 colour printing with matt lamination. Hot Glue Binding	6,000	995	5,970,000

NO	DESCRIPTION	SPECIFICATION	UOM	WIDTH	HEIGHT	QTY	RATE	AMOUNT
10.	SMD Screen-1	P2	Feet	10	10	1	65,000	65,000
11.	SMD Screen-2	P2	Feet	10	20	1	95,000	95,000
12.	SMD Screen-3	P2	Feet	10	20	1	95,000	95,000
13.	Book Model	Wooden+ Vinyl+ Lamination+ Structure	Feet	6	7	1	61,000	61,000

14.	Books Wracks	Wooden+ Vinyl+ Lamination+ Structure+ 4 Acrylic Pockets	Feet	4	7	4	43,500	174,000
15.	X stand	X Stand with Star Flex Printing	Feet	2	5	90	810	72,900
16.	Iron Stand	Standy with Flex+ Stand	Feet	8	4	45	18,000	810,000
17.	Sound System	2 Mic+4 Wire Less Mic+ 4 Speakers				1	55,000	55,000
18.	Disco Lights	Colorfull Lights for Standy				20	1,500	30,000
19.	Souvenir	Crystal Imported Glass with Box Pack				10	3,550	35,500