

STANDARD BIDDING DOCUMENT

Procurement of Therapeutic Goods

(Pharmaceuticals)

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)

FOR

Procurement of Daily LP of Emergent Medicines & Disposable for HIT Hospital

(REBATE % BASIS)

Bid No. 5171/IT- 6901/2026-27/ Daily LP of Medicines/FOR/Med/SCM dated 18 May 2026



Bid Submission Date: 10 June 2026 at 1030 hours

Bid Opening Date : 10 June 2026 at 1100 hours

SUPPLY CHAIN MANAGEMENT DIRECTORATE
HEAVY INDUSTRIES TAXILA, TAXILA CANTT

HEAVY INDUSTRIES TAXILA

TENDER NOTICE

Date:May 2026

1. Sealed tenders are invited from reputed firms possessing NTN Certificates for supply of under mentioned items. Procurement will be carried out in the light of PPRA rules: -

TenderNo	Nomenclature	A/U	Qty	Delivery Period	Last date of Collection of Tender Documents	Date and time of Tender	
						Submission	Opening
IT- 6901 dt 18 May 2026	Procurement of Daily LP of Medicines		Item & Qty demand would be as per requirement	On Issuance Ltr of Hospital	Tender available on PPRA website	10 Jun 2026 at 1030 hours	10 Jun 2026 at 1100 hours

Note: Annexure if not found can be obtained from Supply Chain Management Directorate at on working day.

2. Bidder must submit the following document along with check list at time of submission of tender: -

- a. Photocopy of Registration / Pre-qualification / Indexation letter issued by the HIT.
- b. Attested copy of Registration certificate issued by Sales Tax Department, copy of NTN certificate.
- c. Audit report of last 3 x FYs.
- d. Attested Bank Statement for last one year.
- e. Attested copy of CNIC of MD.
- f. Trade link between firm and OEM (in case of distributor / agent).
- g. Certificate on a judicial paper worth Rs 200 duly attested by Oath Commissioner that firm is neither defaulter nor blacklisted by any Govt Org directly or indirectly.
- h. Detail of list of contracts last 3 x FYs / works experience with Govt / Semi Govt Org.
- i. Copy of registration letter with Govt / Semi Govt organization (if any).
- j. Postal order of Rs 2,000/- should be enclosed with Technical Bid in favour of Commanding Officer HIT Hospital.

For further Information

Tel: (051) 9315333 Ext 63215

Fax: (051) 9315029

Email: scm.for_hit@margallahil.com

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BIDDING PROCEDURE & REQUIREMENTS

INVITATION TO BIDS
HEAVY INDUSTRIES TAXILA



Bid No. 5171/IT- 6901/2026-27/Daily LP of Emergent Medicines/FOR-A/Med/SCM dated 18 May 2026
FOR
Procurement of Daily LP of Emergent Medicines & Disposable for HIT Hospital
(Rebate % Basis)

Date: 18 May 2026

1. This Invitation to Tender (IT) follows the Procurement Notice (PN) or Procurement Advertisement (PA) for the subject procurement which will appeared in 2 x newspaper (1 x English and 1 x URDU) on _____2026.
2. The Heavy Industries Taxila now invites sealed bids from eligible Suppliers for the Procurement of Medicines for HIT Hospital. The complete original bid (technical & commercial) along with 1 x copy of technical bid, properly filled in, and enclosed in sealed envelope(s) must be delivered as under: -

<u>Ser</u>	<u>Activity</u>	<u>Response</u>	<u>Remarks</u>
a.	Bid submission	10:30 hours 10 Jun 2026	Tender Box available at Gate No 5
b.	Bid opening (Technical)	11:00 hours 10 Jun 2026	Venue Supply Chain Management Directorate HIT Taxila
c.	Pre Bid Meeting	1100 Hrs 08 Jun 2026	Conference Room SCM Dte
d.	Bid submission address	Gate – 5, Heavy Industries Taxila, Taxila Cantt	Tender Box Available at Gate No 5, Drop Tender document in Tender Box before deadline.

3. All bids must be accompanied by a Bid Security / Earnest Money in the form of Call Deposit Receipt (CDR), Bank Draft (BD) or Pay Order (PO) in favour of Director Supply Chain Management, HeavyIndustries Taxila as per the instructions provided in this IT.
4. Firms shall nominate a Lead Member / authorized representative, on the firm's letterhead, with authority to conduct all business for and on behalf of the firms during the bidding process, and in case of award of contract, during the execution of contract.

5. Appointment of the Lead Member shall be subsequently confirmed by submission of a valid Power of Attorney before signing of the contract by the firm winning the contract.
6. This IT consists of 44 x pages and comprises following forms: -
 - a. **Section – A**. Invitation letter and general instructions to the firms.
 - b. **Section – B**
 - (1) Bid Data Sheet
7. Firms will fill and return, with their offers, the forms Section - B, Section - C and the questionnaires duly stamped / signed by the authorized person / signatory.

Yours faithfully,

**Deputy Assistant Director (Procurement)
Supply Chain Management Directorate
Heavy Industries Taxila, Taxila Cantt**

INSTRUCTION TO BIDDERS (ITBs)**INTRODUCTION**

a. Scope of Bid	1.1	The Supply Chain Management Directorate, as indicated in the Bid Data Sheet (BDS) invites Bids for the Provision on rebates in their commercial bid as per specifecent attached at section __ Financial offer.
	1.2	The successful Bidders will be expected to establish Medical Store Therapeutic Goods (Pharmaceuticals) in HIT in order to provide engagement Medicine to HIT.
b. Source of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
c. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Supply Chain Management Directorate.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Supply Chain Management Directorate and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <p>(a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Supply Chain Management Directorate to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the pharmaceuticals to</p>

		<p>be procured under this Invitation for Bids.</p> <ul style="list-style-type: none"> (b) have controlling shareholders in common; or (c) receive or have received any direct or indirect subsidy from any of them; or (d) have the same legal representative for purposes of this Bid; or (e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Supply Chain Management Directorate regarding this Bidding process; or (f) Submit more than one Bid in this Bidding process. (g) Participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the Bid.
	3.7	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. (f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.8	Bidders shall provide to the Supply Chain Management Directorate evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
	3.9	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Supply Chain Management Directorate, as the Supply Chain Management Directorate shall reasonably request.
	3.10	Firms/companies/suppliers/dealers duly registered with relevant tax and other registration authorities required under Federal Government's rules, laws, statutes or relevant instructions;
	3.11	The Importer/Agent/distributor/supplier must possess valid authorization from the Manufacturer. The authorization certificate must be attested. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form
d. Eligible Therapeutic Goods	4.1	All therapeutic goods (Pharmaceuticals) and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to

(Pharmaceuticals) and Related Services		such Therapeutic goods and services. For purpose of this Bid, ineligible countries are stated in the section-D titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the Therapeutic Goods and services shall not determine the origin of the goods.
	4.4	To establish the eligibility of the therapeutic Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.
	4.5	If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the therapeutic goods indicated in its Bid.
	4.6	All Therapeutic Goods and related services to be supplied under the contract shall conform to the policies of the Government of Pakistan in vogue. All expenditures made under the contract shall be limited to such Therapeutic Goods and services. For purposes of this clause, (a) the term.
	4.7	For the purposes of this Clause, the term “Therapeutic Goods” includes Drug or alternative medicine or medical devices or biological or other related product as may be notified by Drug Regulatory Authority of Pakistan. , and “related services” includes services such as insurance, Transportation port releases, installation, training and initial maintenance and after sales services.
e. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
f. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Supply Chain Management Directorate shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<u>BIDDING DOCUMENTS</u>		
g. Contents of Bidding Documents	7.1	The therapeutic goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 10.2 include: Section A Invitation to Bids Section B Instructions to Bidders (ITBs) Section C Bid Data Sheet (BDS) Section D Eligible Countries Section E Technical Specifications, Schedule of Requirements Section F Evaluation and Qualification Criteria Section G Standard Forms

	7.2	The 02 x copies to be completed and returned with the Bid is specified in the BDS.
	7.3	The Supply Chain Management Directorate is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Supply Chain Management Directorate or the signed pdf version downloaded from the website of the Heavy Industries Taxila and PPRA website. However, Supply Chain Management Directorate shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
h. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Supply Chain Management Directorate in writing or in electronic form that provides record of the content of communication at the Supply Chain Management Directorate's address indicated in the BDS.
	8.2	The Supply Chain Management Directorate will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1. However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Supply Chain Management Directorate's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the Supply Chain Management Directorate deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 10.
	8.5	If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Supply Chain Management Directorate exclusively through the use of an Addendum pursuant to ITB 10. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
i. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, the Supply Chain Management Directorate for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may

		modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 8.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Supply Chain Management Directorate. The Supply Chain Management Directorate shall promptly publish the Addendum at the Supply Chain Management Directorate's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Supply Chain Management Directorate may, at its discretion, extend the deadline for the submission of Bids: Provided that the Supply Chain Management Directorate shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

PREPARATION OF BIDS

j. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Supply Chain Management Directorate shall either be in Urdu or English or both.
	10.2	Where the use of local language is found essential, the original documentation shall be in Urdu or English, which shall be retained on record; for all other purposes their translations in local language shall be used: Provided that such use of local language ensures maximum economy and efficiency in the procurement.
	10.3	In case of Dispute reference shall be made to the original documentation retained on the record.
k. Documents and Sample(s) Constituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: - (a) Form of Bid and Bid rebates completed in accordance with ITB 15 and 16; (b) Details of the Sample(s) where applicable and requested in the BDS. (c) Documentary evidence established in accordance with ITB 14 that the Bidder is eligible and/or qualified for the subject bidding process; (d) Documentary evidence established in accordance with ITB 14.3(a) that the Bidder has been authorized by the manufacturer to deliver the therapeutic goods into Pakistan, where required and where the supplier is not the manufacturer of those therapeutic goods; (e) Documentary evidence established in accordance with ITB 13 that the goods and related services to be supplied by the Bidder are eligible therapeutic goods and services, and conform to the Bidding Documents; (f) Documentary evidence of manufacturing license and GMP certificates;

		<ul style="list-style-type: none"> (g) Quality Control Procedures; (h) Capacity of the Manufacturer; (i) Bid security or Bid Securing Declaration furnished in accordance with ITB 19; (j) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and (k) Any other document required in the BDS.
l. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	12.1	Pursuant to ITB 13, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all therapeutic goods and related services which the Bidder proposes to deliver.
	12.2	For purposes of the commentary to be furnished pursuant to ITB 13.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Supply Chain Management Directorate in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Supply Chain Management Directorate's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.3	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
m. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB 12, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Supply Chain Management Directorate that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Supply Chain Management Directorate that:</p> <ul style="list-style-type: none"> (a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the therapeutic goods' Manufacturer or producer to deliver the goods in Pakistan; (b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. (c) in the case of a Bidder not doing business within Pakistan, the Bidder is

		<p>or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
n. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
o. Bid Prices	15.1	The Bid Rebates quoted by the Bidder in the Form of Bid and in the Rebates Schedules shall conform to the requirements specified below in ITB Clause 16 or exclusively mentioned hereafter in the bidding documents.
	15.2	The Bid Rebate to be quoted in the Form of Bid in accordance with ITB 16.1.
p. Bid Validity Period	16.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Supply Chain Management Directorate. A Bid valid for a shorter period shall be rejected by the Supply Chain Management Directorate as non-responsive. The period of Bid validity will be determined from the opening of commercial bid.
q. Bid Security or Bid Securing Declaration	17.1	Pursuant to ITB 12, unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Supply Chain Management Directorate and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms).
	17.2	The Bid Security or Bid Securing Declaration is required to protect the Supply Chain Management Directorate against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 19.9.
	17.3	<p>The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:</p> <p>(a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Supply Chain Management Directorate and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder;</p> <p>(b) A Call deposit receipt or cash deposit receipt (CDR)</p> <p>(c) Another security if indicated in the BDS</p>
	17.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Supply Chain Management Directorate prior to the Bid submission.
	17.5	The Bid Security shall be payable promptly upon written demand by the Supply Chain Management Directorate in case any of the conditions listed in ITB 19.9 are invoked.
	17.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in

		accordance with ITB 19.1 or 19.3 shall be rejected by the Supply Chain Management Directorate as non-responsive, pursuant to ITB 29.
	17.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Supply Chain Management Directorate pursuant to ITB-18. The Supply Chain Management Directorate shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) the rejection by the Supply Chain Management Directorate of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	17.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 42, or furnishing the performance security (or guarantee), pursuant to ITB 43.
	17.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> (a) if a Bidder: <ul style="list-style-type: none"> (1) Withdraws its Bid during the period of Bid Validity as specified by the Supply Chain Management Directorate, and referred by the bidder on the Form of Bid except as provided for in ITB 18.2; or (2) does not accept the correction of errors pursuant to ITB 31.3; or (b) In the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> (1) To sign the contract in accordance with ITB 42; or (2) To furnish performance security (or guarantee) in accordance with ITB 43.
r. Alternative Bids by Bidders	18.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS. If so allowed, ITB 20.2 shall prevail.
	18.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for delivery of goods.
	18.3	If so allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Supply Chain Management Directorate, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of

		the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Supply Chain Management Directorate.
s. Bid Security Validity	19.1	Bid security submitted shall be valid for a period specified in the BDS
t. Format and Signing of Bid	20.1	The Bidder shall prepare an original and the 2 x copies of the Bid as indicated in the BDS, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail:
	20.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	20.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

SUBMISSION OF BIDS

u. Sealing and Marking of Bids	21.1	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: (a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. (b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 22.2.
	21.2	The inner and outer envelopes shall: (a) Be addressed to the Gate no 5 Heavy Industries Taxila at the address provided in the Bidding Data; (b) Bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data pursuant to ITB 24.1. (c) In addition to the identification required in Sub- Clause 22.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.25
	21.3	If all envelopes are not sealed and marked as required by ITB 23.2, ITB 23.3 and ITB 23.4 or incorrectly marked, the Supply Chain Management Directorate will assume no responsibility for the misplacement or premature opening of Bid.

v. Deadline for Submission of Bids	22.1	Bids shall be received by the Supply Chain Management Directorate no later than the date and time specified in the BDS.
	22.2	The Supply Chain Management Directorate may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 10, in which case all rights and obligations of the Supply Chain Management Directorate and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
w. Late Bids	23.1	The Supply Chain Management Directorate shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24.
	23.2	Any Bid received by the Supply Chain Management Directorate after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
x. Modification, Substitution and Withdrawal of Bids	24.1	A Bidder may modify or substitute or withdraw its Bid after it has been submitted, provided that written notice of the modification, substitution or withdrawal of the Bid, is received by the Supply Chain Management Directorate prior to the deadline for submission of Bids.
	24.2	The Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched with the outer and inner envelopes additionally marked "MODIFICATION" "SUBSTITUTION" or "WITHDRAWAL" as appropriate. The notice may also be sent postmarked no later than the deadline for submission of Bids.
	24.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bids. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.
	24.4	No Bids may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidder forfeiture of its Bid security or execution of the Bid Securing Declaration

OPENING AND EVALUATION OF BIDS

y. Opening of Bids	25.1	The Supply Chain Management Directorate will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a Index Sheet as proof of their attendance.
	25.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	25.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the

		corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	25.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	25.5	In case of Single Stage Two Envelope Procedure, the Board of Officers will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Supply Chain Management Directorate until the specified time of their opening.
	25.6	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Supply Chain Management Directorate may consider appropriate.
	25.7	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	25.8	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Supply Chain Management Directorate against any claim or failure to read out the correct information contained in the Bidder's Bid.
	25.9	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 25.
	25.10	The Supply Chain Management Directorate shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	25.11	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	25.12	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

	25.13	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the Supply Chain Management Directorate, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
z. Confidentiality	26.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	26.2	Any effort by a Bidder to influence the Supply Chain Management Directorate processing of Bids or award decisions may result in the rejection of its Bid.
	26.3	Notwithstanding ITB 28.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Supply Chain Management Directorate on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
aa. Clarification of Bids	27.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Supply Chain Management Directorate may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Supply Chain Management Directorate shall not be considered.
	27.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Supply Chain Management Directorate in the evaluation of Bids should be sought in accordance with ITB 31.
	27.3	The alteration or modification in the bid which in any affect the following parameters will be considered as a change in the substance of a bid: (a) Evaluation & qualification criteria; (b) Required scope of work or specifications; (c) All securities requirements; (d) Tax requirements; (e) Terms and conditions of bidding documents. (f) Change in the ranking of the bidder
	27.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Supply Chain Management Directorate on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
bb. Preliminary Examination of Bids	28.1	Prior to the detailed evaluation of Bids, the Supply Chain Management Directorate will determine whether each Bid: (a) Meets the eligibility criteria defined in ITB 3 and ITB 4; (b) Has been prepared as per the format and contents defined by the

		<p>Supply Chain Management Directorate in the Bidding Documents;</p> <p>(c) Has been properly signed;</p> <p>(d) Is accompanied by the required securities; and</p> <p>(e) Is substantially responsive to the requirements of the Bidding Documents.</p> <p>The Supply Chain Management Directorate's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	28.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <p>(a) Affects in any substantial way the scope, quality, or performance of the Services;</p> <p>(b) Limits in any substantial way, inconsistent with the Bidding Documents, the Supply Chain Management Directorate's rights or the Bidders obligations under the Contract; or</p> <p>(c) If rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>(d) Failure to sign the bid form and price schedules by the authorized person or persons;</p> <p>(e) Failure to satisfy eligibility requirements;</p> <p>(f) Failure to submit a bid security as specified in the bidding documents;</p> <p>(g) Failure to satisfy the bid validity period;</p> <p>(h) Inability to meet the critical delivery schedule or work schedule clearly specified in the bidding documents, where such schedule is a crucial condition with which bidders must comply;</p> <p>(i) Failure to comply with minimum experience criteria as specified in the bidding documents;</p> <p>(j) Conditional Bids such as conditions in a bid which limit the bidder's responsibility to accept an award;</p> <p>(k) Stipulating price adjustment when fixed price Bids were invited;</p> <p>(l) Subcontracting in a substantially different amount or manner than that permitted;</p> <p>(m) Failure to submit major supporting documents required by the bidding documents to determine substantial responsiveness of a bid</p>
	28.3	<p>The Supply Chain Management Directorate will confirm that the documents and information specified under ITB 12, 13 and 14 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.</p>
	28.4	<p>The Supply Chain Management Directorate may waive off 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.</p> <p>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total</p>

		<p>cost or scope of the supplies or services being acquired. The Supply Chain Management Directorate either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Supply Chain Management Directorate. Examples of minor informalities or irregularities include failure of a bidder to –</p> <p>(a) Submit the number of copies of signed bids required by the invitation;</p> <p>(b) Furnish required information concerning the number of its employees;</p> <p>(c) The firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</p>
	28.5	<p>Provided that a Technical Bid is substantially responsive, the Supply Chain Management Directorate may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
	28.6	<p>Provided that a Technical Bid is substantially responsive, the Supply Chain Management Directorate shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.</p>
	28.7	<p>If a Bid is not substantially responsive, it will be rejected by the Supply Chain Management Directorate and may not subsequently be evaluated for complete technical responsiveness.</p>
cc. Examination of Terms and Conditions; Technical Evaluation	29.1	<p>The Supply Chain Management Directorate shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</p>
	29.2	<p>The Supply Chain Management Directorate shall evaluate the technical aspects of the Bid submitted in accordance with ITB 23, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.</p>
	29.3	<p>If after the examination of the terms and conditions and the technical evaluation, the Supply Chain Management Directorate determines that the Bid is not substantially responsive in accordance with ITB 31, it shall reject the Bid.</p>
dd. Correction of Errors	30.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <p>(a) if there is a discrepancy between unit prices 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, unless in the opinion of the Supply Chain Management Directorate there is an obvious</p>

		<p>misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</p> <p>(c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>(d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</p>
	30.2	The amount stated in the Bid will, be adjusted by the Supply Chain Management Directorate in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 19.9.
ee. Conversion to Single Currency	31.1	To facilitate evaluation and comparison, the Supply Chain Management Directorate will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	31.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
ff. Evaluation of Bids	32.1	The Concerned Project and Supply Chain Management Directorate shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 30 .
	32.2	In evaluating the Technical Proposal of each Bid, the Concerned Project shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

AWARD OF CONTRACT

gg. Criteria of Award	33.1	<p>Subject to ITB 37 and 39, the Supply Chain Management Directorate will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <p>(a) Eligible in accordance with the provisions of ITB 3;</p> <p>(b) Is determined to be qualified to perform the Contract satisfactorily; and</p> <p>(c) Successful negotiations have been concluded, if any.</p>
hh. Negotiations	34.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:

		<ul style="list-style-type: none"> (a) A minor alteration to the technical details of the statement of requirements; (b) Reduction of budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; (c) A minor amendment to the special conditions of Contract; (d) Finalizing payment arrangements; (e) Delivery arrangements; (f) The methodology for provision of related services; or (g) Clarifying details that were not apparent or could not be finalized at the time of Bidding;
ii. Supply Chain Management Directorate's Right to reject All Bids	35.1	Notwithstanding ITB 38 , the Supply Chain Management Directorate reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Supply Chain Management Directorate the justification of those grounds.
	35.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	35.3	The Supply Chain Management Directorate shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
jj. Supply Chain Management Directorate's Right to Vary Quantities at the Time of Award	36.1	The Supply Chain Management Directorate reserves the right at the time of contract award to increase or decrease the goods or related services originally specified in these Bidding Documents (schedule of requirements).
kk. Notification of Award	37.1	Prior to the award of contract, the Supply Chain Management Directorate shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	37.2	Where no grievance have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Supply Chain Management Directorate prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance / contract signing will state the sum that the Supply Chain Management Directorate will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
ll. Signing of Contract	38.1	Promptly after notification of award, Supply Chain Management Directorate shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	38.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Supply Chain Management Directorate shall sign the contract.
	38.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.

mm. Performance Guarantee	39.1	After the receipt of the Letter of Acceptance / Contract, the successful Bidder, within the specified time, shall deliver to the Supply Chain Management Directorate a Performance Guarantee in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance / contracts and in accordance with the Conditions of Contract.
	39.2	If the Performance Guarantee is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following: (a) Call deposit receipt or Cash deposit receipt or Bank Guarantee; (b) Irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; (c) Bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
	39.3	Failure of the successful Bidder to comply with the requirement of ITB 44.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Supply Chain Management Directorate may make the award to the next ranked Bidder or call for new Bids.
nn. Arbitrator	40.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
oo. Corrupt & Fraudulent Practices	41.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

pp. Constitution of Grievance Redressal	42.1	Technical Directorate, Heavy Industries Taxila shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
qq. GRC Procedure	43.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	43.2	Any Bidder feeling aggrieved by any act of the Supply Chain Management Directorate after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	43.3	In case, the complaint is filed against the technical evaluation report, the

		Supply Chain Management Directorate shall halt the procurement proceedings till final decision.
	43.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
	43.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	43.6	Any bidder or the Supply Chain Management Directorate not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	43.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	43.8	The committee shall call the record from the concerned Supply Chain Management Directorate or the GRC as the case may be, and the same shall be provided within prescribed time.
	43.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	43.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

MECHANISM OF BLACKLISTING

rr. Mechanism of Blacklisting	44.1	The Supply Chain Management Directorate shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: (1) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; (2) Fails to perform his contractual obligations; and (3) Fails to abide by the id securing declaration;
	44.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Supply Chain Management Directorate proposes to debar the bidder or contractor from participating in any public procurement of the Supply Chain Management Directorate; and (c) the statement, if needed, about the intention of the Supply Chain Management Directorate to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	44.3	The Supply Chain Management Directorate shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

	44.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Supply Chain Management Directorate may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Supply Chain Management Directorate shall decide the matter on the basis of available record and personal hearing, if availed.
	44.5	In case the bidder or contractor submits written reply of the show cause notice, the Supply Chain Management Directorate may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	44.6	The Supply Chain Management Directorate shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Supply Chain Management Directorate for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	44.7	The Supply Chain Management Directorate 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.
	44.8	The Supply Chain Management Directorate shall communicate to the bidder or contractor the order of debaring 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 Authority.
	44.9	Such blacklisting or barring action shall be communicated by the Supply Chain Management Directorate to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Supply Chain Management Directorate.
	44.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.
	44.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the Supply Chain Management Directorate. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	44.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

TERM AND CONDITIONS

SS.	<u>Term and Conditions</u>	
	45.1	The bidder must give his complete Bio data on requisite form alongwith his employee Photograph, copy of ID Cards and Telephone / Mobile no and fax number for urgent contact
	45.2	Bidder must be fin strong and good reputation.
	45.3	In Case Bidder failed to Supply the LP medicines, the same will be purchased by hospital from encashment of PBG.
	45.4	Bidder will collected the written demand of the medicines from the Hospital authorities and supply the same to the hospital in his own transport. Authority will be defined in contract.
	45.5	Bidding will be done on rebate basis which will be given by the bidder.
	45.6	The bidder will submit daily summary of medicine which have been purchased by Hospital on daily basis.
	45.7	Pre- Receipt bill will be deposited by bidder to Hospital with in 3 x day after issuance of medicines.
	45.8	Bidder will ensure supply of Medicine / Vaccines / disposal item/Electro Medical equipment in time as and when required by Hospital and ensure 24 hrs availability of the staff in pharmacy.
	45.9	No alternative medicine will be provided by bidder without approval from Hospital. Approval auth will be defined in contract.
	45.10	Short life medicines will not be supplied. No expired medicines should be kept at the pharmacy present in hospital premises.
	45.11	The Bidder must have sufficient stock of medicines and the bidder should anticipate the consumption and in no case the medicines should be short in supply.
	45.12	Hospital will carry out drug testing of the medicines supplied by the bidder by random sampling if considered so. The amount spent on testing the medicines for its quality shall be paid by the bidder.
	45.13	In case of failure to supply medicines / Surgical/disposable items demanded, the Director Supply Chain Management reserves the right to forfeit of the security as well as cancellation of the contract.
	45.14	The purchaser reserves the right to terminate the contract at any time without mentioning any reason, by giving one-month advance notice to the supplier.
	45.15	The Bidder will establish / maintain an outlet for supply of medicines in the premises of HIT Hospital. Rent and allied charges of the outlet will be paid as per the rules of MES / Cantonment Board on the subject.
	45.16	In case the bidder wants to terminate the contract he will have to give three month advance notification to the hospital and SCM Dte.
	45.17	The staff of pharmacy must be honest, qualified, efficient, bearing sound moral character and cooperative. No complaints would be acceptable.
	45.18	In case of liability / pending bills, the supplier will be responsible to supply the store continuously till the arrival of fund.
	45.19	The bidder must have computerized system held in pharmacy. Computerized bill/ invoice will be issued to OPD patients.
	45.20	The Bidder must have a pharmacist at pharmacy.

	45.21	Supplier will ensure good behaviour with HIT employees / dependents / patients.																														
	45.22	The bidder will provide disposable / surgical items original bill to verify rates.																														
	45.23	If any alteration in brand / change in prescription is observed, bidder is liable to be black listed without appeal of authority.																														
	45.24	Stamp duty taxes @ 0.25% (25 Paise per Rs.100/-) will be applicable by the contractor and to be submitted bi annually.																														
	45.25	The bidder will supply the medicines continuously till finalization of new contract.																														
	45.26	Pharmacy stock must be register with DRAP.																														
	45.27	Pharmacy staff must be cleared (Police verification to be provided).																														
	45.28	Issued items must be stamped clearly visible “ HIT HOSP NOT FOR SALE ”																														
tt. Provisional Registration	46.1	<p><u>Provisional Registration</u> In the light of DPP&I-35 Chapter XXVI Section IV Provisional Registration Participating firm may be provided registration certificate if firm is already register with this organization. Otherwise firm should be deposit following documents and apply for provisional registration with this organization before complete process of contract: Firm should be provisional registered with this organization before signing of contract.</p> <table border="1"> <thead> <tr> <th>Ser</th> <th>Local Supplier</th> <th>Foreign Supplier</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td>Six filled copies of SVA-8121</td> <td>Six filled copies of SVA-8121</td> </tr> <tr> <td>b.</td> <td>Six filled copies of SVA-8121-A of each member of the management</td> <td>Six filled copies of SVA-8121-A of each member of the management.</td> </tr> <tr> <td>c.</td> <td>Six copies of CNIC for each member of the management.</td> <td>Six copies of Resident Card or equivalent identification Card for each member of the management.</td> </tr> <tr> <td>d.</td> <td>Three PP Size photographs for each member of the management</td> <td>Three PP Size photographs for each member of the management</td> </tr> <tr> <td>e.</td> <td>Challan form</td> <td>Challan form</td> </tr> <tr> <td>f.</td> <td>Bank statement for last one year</td> <td>Financial standing / audit balance sheet</td> </tr> <tr> <td>g.</td> <td>Photocopy of NTN or NTN number</td> <td>Photocopy of passport</td> </tr> <tr> <td>h.</td> <td>Authorization letter from the MD/CEO in case contract is being signed by another person on his behalf</td> <td>Authorization letter from the MD/CEO in case contract is being signed by another person on his behalf</td> </tr> <tr> <td>i.</td> <td>Foreign Principal Agency Agreement in case of local agent</td> <td>Agency Agreement in case of Trading House/ Company/Exporter/Stockists etc</td> </tr> </tbody> </table>	Ser	Local Supplier	Foreign Supplier	a.	Six filled copies of SVA-8121	Six filled copies of SVA-8121	b.	Six filled copies of SVA-8121-A of each member of the management	Six filled copies of SVA-8121-A of each member of the management.	c.	Six copies of CNIC for each member of the management.	Six copies of Resident Card or equivalent identification Card for each member of the management.	d.	Three PP Size photographs for each member of the management	Three PP Size photographs for each member of the management	e.	Challan form	Challan form	f.	Bank statement for last one year	Financial standing / audit balance sheet	g.	Photocopy of NTN or NTN number	Photocopy of passport	h.	Authorization letter from the MD/CEO in case contract is being signed by another person on his behalf	Authorization letter from the MD/CEO in case contract is being signed by another person on his behalf	i.	Foreign Principal Agency Agreement in case of local agent	Agency Agreement in case of Trading House/ Company/Exporter/Stockists etc
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	46.2	Contract will be award to those firms who are provisionally registered with this organization or Registered with organization. Those firms who are already provisional with organization may be got permanent registration certificate with in time.
	46.3	If firm failed to register with this organization, this will be liable to reject during participation of firm in bidding process.
uu. <u>Relationship declaration</u>	47.1	Participating bidder will provide certificate as per format attached at Page 56 for conflict of interest as per following:- Family members including an individual's spouse, siblings (whether of whole or half blood), children (natural or adopted), parents, grandparents, spouses of siblings (i.e brothers and sisters), children, grandchildren, great grandchildren and any member living in the same home as the individuals.
vv. <u>Conflict of Interest</u>	48.1	<u>Conflict of Interest</u> Applicant shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the HIT for execution of subsequent contract or call off contract(s). Firm may be considered to have a conflict of interest if they have a close business or family relationship with such professional staff of the HIT (or a recipient of a part of the funds) who: a. Are directly or indirectly involved in the preparation of the prequalification documents or bidding documents or specifications of the bidding document / contract and or the prequalification or bid evaluation process of such contract; or b. Would be involved in the implementation or supervision of such contract, unless the conflict stemming from such relationship has been resolved throughout the procurement process, bidding process during the execution of the contract. c. Have any blood relation, or family member serving in HIT permanent basis or on contract that can directly or indirectly be involved in preparation of bidding documents or can amidst in any part of the bidding process is termed to have conflict of interest. d. An Applicant that has been declared debarred or blacklisted shall be ineligible to be prequalified to bid or enter into any contract for such period of time and for such type of procurement for which he has been declared debarred or blacklisted. The list of debarred firms and individuals is available PPRA's website. e. An Applicant shall provide such documentary evidence for determining the eligibility of the applicant to the reasonable satisfaction of the HIT. f. An Applicant may be ineligible if they are national of ineligible countries as indicated in section V. g. Declaration certificate attached at Section-H & I

BID DATA SHEET
Bid Data Sheet (BDS)

The following specific data for the therapeutic goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
a.	1.1	Supply Chain Management Directorate The subject of procurement is: <u>[Daily LP of Medicines]</u> Commencement date for delivery of Therapeutic Goods (DP): [As and when Required]
b.	2.1	Financial year for the operations of the Supply Chain Management Directorate: [_____] Name of Project [_____] Name of financing institution: [_____]
c.	3.1	Maximum number of members in the joint venture, consortium or association shall be: [N/A] .
d.	4.1	Ineligible Source country(s) are India and Israel
e.	4.5	Demonstration of authorization by manufacturer: [DRAP]
B. Bidding Documents		
f.	7.1	The bid shall be for selective items
g.	9.1	The address for clarification of Bidding Documents is [Assistant Director (Procurement), Supply Chain Management Directorate Heavy Industries Taxila – Email address scm.for-hit@margallhil.com Fax No. 0519315029]
C. Preparation of Bids		
h.	11.1	The Language of all correspondences and documents related to the Bid is: <i>English</i>
i.	11.1(b)	Detail of sample(s) to be submitted with the Bid are: [_____ specify form of sample(s)]
j.	11.1 (k)	In addition to the documents stated in ITB 12 , the following documents must be included with the Bid (1) Photocopy of Registration / Pre-qualification / Indexation letter issued by the HIT. (2) Attested copy of Registration certificate issued by Sales Tax Department, copy of NTN certificate. (3) Audit report of last 3 x FYs. (4) Attested Bank Statement for last one year. (5) Attested copy of CNIC of MD. (6) Trade link between firm and OEM (in case of distributor / agent). (7) Certificate on a judicial paper worth Rs 200 duly attested by Oath Commissioner that firm is neither defaulter nor blacklisted by any Govt Org directly or indirectly. (8) Detail of list of contracts last 3 x FYs / works experience with Govt / Semi Govt Org. (9) Copy of registration letter with Govt / Semi Govt organization (if any). (10) Postal order of Rs 2,000/- should be enclosed with Technical Bid in favour of Director Supply Chain Management. (11) DRAP valid license.

k.	11.1 (d)	Characteristics [N/A]																																				
l.	13.3 (c)	Other procurement specific documentation requirements are: [<i>specify the requirements</i>].																																				
m.	14.3 (b)	<p>The qualification criteria required from Bidders in ITB 14.3(b) is modified as follows:</p> <table border="1"> <thead> <tr> <th>Ser</th> <th>Description</th> <th>Maximum Points</th> <th>Passing Marks</th> </tr> </thead> <tbody> <tr> <td colspan="4">a. Performance Evaluation</td> </tr> <tr> <td>(1)</td> <td>Financial Soundness</td> <td>15</td> <td>7.5</td> </tr> <tr> <td>(2)</td> <td>Past Experience / Record</td> <td>15</td> <td>7.5</td> </tr> <tr> <td>(3)</td> <td>Past Performance</td> <td>20</td> <td>10</td> </tr> <tr> <td colspan="2" style="text-align: right;">Sub Total</td> <td>50</td> <td>25</td> </tr> <tr> <td colspan="4">b. Technical Evaluation</td> </tr> <tr> <td>(1)</td> <td>Technical Evaluation Parameters</td> <td>50</td> <td>35</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total</td> <td>100</td> <td>60</td> </tr> </tbody> </table> <p>The Bidder is required to include with its Bid, documentation from the manufacturer of the therapeutic goods, that it has been duly authorized to deliver, in Pakistan, the therapeutic goods indicated in its Bid.</p>	Ser	Description	Maximum Points	Passing Marks	a. Performance Evaluation				(1)	Financial Soundness	15	7.5	(2)	Past Experience / Record	15	7.5	(3)	Past Performance	20	10	Sub Total		50	25	b. Technical Evaluation				(1)	Technical Evaluation Parameters	50	35	Total		100	60
Ser	Description	Maximum Points	Passing Marks																																			
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(1)	Technical Evaluation Parameters	50	35																																			
Total		100	60																																			
n.	16.7 (a) (iii), (iv) (optional)	For therapeutic goods manufactured from within Pakistan the price quoted shall be consignee address including all transportation charges etc.																																				
o.	16.8	The Rebate shall be fixed.																																				
p.	17.1 (a)	(1) For therapeutic goods and related services originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i> ;																																				
q.	17.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. 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 on that day.																																				
r.	18.1	The Bid Validity period shall be [<i>180</i>] days.																																				
s.	19.1	The amount of Bid Security shall be (insert amount) Rs. One Million. The currency of the Bid Security Pak Rupees shall be: [(One Million) 1,000,000/-].																																				
t.	19.3	The Bid Security shall be in the form of: [<i>CDR or Bank Guarantee</i>]																																				
u.	19.3 (c)	Other forms of security are: [<i>N/A</i>]																																				
v.	20.1	Alternative Bids to the requirements of the Bidding Documents [<i>will not</i> be permitted with respect to [<i>N/A</i>]																																				
w.	21.1	The Bid Security shall be Valid for (<i>One Year</i>)																																				
x.	22.1	The number of copies of the Bid to be completed and returned shall be [<i>02 x copies</i>].																																				
y.	22.2	Written confirmation of authorization are: [<i>list acceptable confirmation of authorizations</i>]																																				

D. Submission of Bids

z.	23.2 (a)	<p>Submission of Bid:- Lieutenant Colonel Muhammad Shuja Chaudhry Assistant Director (Procurement) Gate No 5 (Tender Document) Heavy Industries Taxila, Taxila Cantt Tel: (051) 9315333 Ext 63215</p>
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		Fax: (051) 9315029 E-Mail: scm.for-hit@margallahil.com
aa.	23.2 (b)	Title of the subject Procurement or Project name: [_____ insert project name] ITB title and No: [_____] Time and date for submission: [_____]
bb.	24.1	The deadline for Bid submission is (1) Day : [_____ Wednesday] (2) Date: [_____ October] (3) Time: [1030 Hours]

E. Opening and Evaluation of Bids

cc.	27.1	The Bid opening shall take place at: Conference Room of Supply Chain Management Directorate Heavy Industries Taxila Cantt Floor/Room No: [2 nd Floor] City/Town: [Taxila] Country: [Pakistan] Day : [_____ Wednesday] Date: [_____ October] Time : [1100 Hours]
dd.	34.1 (h)	Other specific criteria are [list]
ee.	34.2 (b)	Delivery schedule. [AS and When required] <i>specify the relevant option and the parameters</i>
ff.	34.3 (c) (ii)	Deviation in payment schedule [N/A]
gg.	34.4 (d)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. [specify]
hh.	36	Evaluation Techniques Highest Rebate Basis After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.

F. Award of Contract

ii.	44.1	The Performance guarantee shall be Rs. 1.50 Mn (5% of 30 Mn)
jj.	44.2	The Performance guarantee shall be in the form of [CDR or Performance Bank Guarantee]
kk.	45.1	The Advance Payment if essential shall be limited to [N/A].
ll.	45.2	Maximum amount of Advance payment shall be [N/A]
mm.	46.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of GRC Decisions

nn.	50.1	The address of the Supply Chain Management Directorate (Director Procurement Heavy Industries Taxila – Supply Chain Management Directorate Phone no. 051-9315031 Fax no.051-9315029, Email scm.for_hit@margallahil.com
oo.		The Joint Appellant Committee (JAC) to submit a copy of grievance: Ministry of Defence Production (MoDP) Tel : _____ Fax : _____ The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority

		1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254
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SECTION - D
ELIGIBLE COUNTRIES

1. All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.
2. Following countries are ineligible to participate in the procurement process:
 - a. India
 - b. Israel
3. Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

SCHEDULE OF REQUIREMENTS
TECHNICAL SPECIFICATIONS

Schedule of Requirements Delivery Schedule

1. The delivery schedule expressed as and when required basis.
2. Bidder will establish Medical Store in HIT Hospital in order to provide emergent medicine, which is not available in HIT Hospital medical store on day to day basis.
3. All terms and conditions of Daily purchasing medicines are defined vide clause No _____.
4. Following documents are required to submit with Technical bid :-
 - a. Audit Report of last 3x FYs.
 - b. Past Performance certificate.
 - c. DRAP License.
 - d. Photocopy of Registration / Pre-qualification / Indexation letter issued by the HIT.
 - e. Attested copy of Registration certificate issued by Sales Tax Department, copy of NTN certificate.
 - f. Attested Bank Statement for last one year.
 - g. Attested copy of CNIC of MD.
 - h. Trade link between firm and OEM (in case of distributor / agent).
 - i. Copy of registration letter with Govt / Semi Govt organization (if any).
 - j. Postal order of Rs 2,000/- should be enclosed with Technical Bid in favour of Director Supply Chain Management.

EVALUATION AND QUALIFICATION CRITERIA
(SAMPLE)

1. Details of criteria for each of the above categories are as under: -

a. **Financial Soundness**. Following parameters will be used in qualification criteria: -

Ser	Description	Max Points	Explanation for Marks Obtained	Remarks
(1)	Annual turnover of last 3 x Financial Years	5	Marks will be calculated as per the formula: - $\text{Score} = \frac{(Y1+Y2+Y3) * 5}{(3 * X)}$ <ul style="list-style-type: none"> Y1,Y2,Y3 respective annual turnovers of last three years X= Last purchased rate / estimated value of the quoted items available with HIT. 	<ul style="list-style-type: none"> Third Party generated verifiable audit reports for last three financial years to be provided for minimum of upto Rs 5 Mn Else
(2)	Working Capital of last three years	10	Marks will be calculated as per the formula: - $\text{Score} = \frac{(Y1+Y2+Y3) * 10}{(3 * X)}$ <ul style="list-style-type: none"> Y1, Y2 and Y3 being respective working capitals of last three years. X= Last Purchase Rate / Estimated value of the quoted items Available with HIT. 	Income Tax returns for last 3 x financial years, fully verified by ITO of the circle.
(3)	Litigation history where decision went against the firm	-	One mark will be deducted for each litigation history, if any, where decision went against the firm	Affidavit on judicial stamp paper
Total		15		

b. **Past Experience / Past Record**

Ser	Description	Max Points	Explanation for Marks Obtained
(1)	Projects of similar nature and complexity of last Three years	10	3 years (1.3 mark per contract Max 3.3 marks per year)
(2)	Status of enlistment with Govt Org (Attested copies of Registration certificate to be enclosed)	5	Full marks will be given on provision of at least 1 x Registration certificate Non Registered firms will be awarded 2.5 gratis Marks
Total		15	

- c. **Past Performance.** Credit marks for past performance shall be awarded on the basis of following criteria

Ser	Description	Max Points	Maximum Points
(1)	Contracted store supplied beyond DP in last 3 years	2.5	X1 = Total value of last 3 years' contracts. X2 = Total value of last 3 years' contracts completed within DP first go. Formula: Score= $\frac{X2}{X1} * 2.5$
(2)	Quantum of rejections of items in the last 3 years contracts	2.5	X1 = Total value of last 3 years contracts. X2 = Total value of the passed items in first go in the last 3 years' contracts. Formula: Score= $\frac{X2}{X1} * 2.5$
(3)	Timely provision of documents/ bank guarantees / bid security money	2.5	X1 = Total no of contracts concluded in last 3 years. X2 = Total number of timely provided bank guarantees/ bid securities against the total no of contracts in last 3 years. Formula: Score= $\frac{X2}{X1} * 2.5$
(4)	No of contracts / items still pending beyond DP	5	1 x mark would be deducted for each contract in hand, which is pending beyond DP over 2 months
(5)	Risk and Expense action against firm approved	2.5	0.5 x marks will be deducted against each Risk and Expense action approved
(6)	Response to HIT Procurement queries /problems	5	½ x mark will be deducted for each advice letter issued to the firm 1 x mark will be deducted for each warning letter issued to the firm
Total		20	

- d. **Project Technical Evaluation Parameters**

Ser	Description	Max Points	Remarks
(1)	Valid registration with licensing authority.	10	Yes/No
(2)	Audit report x 3 Years	10	Yes/No
(3)	Attested bank statement x 1 year	05	Yes/No
(4)	Copy of registration with Govt Organization.	05	Yes/No
(5)	List of contracts x 3 FY with Govt /Semi Govt.	05	Yes/No
(6)	Undertaking on Notarized Stamp Paper (e-stamp paper) that firm will supply items till conclusion of new contract.	05	Yes/No
(7)	Other setup established in premises of HIT (as backup support)	05	Yes/No
(8)	Undertaking on Notarized E Stamp Paper that pharmacist would be available in pharmacy.	05	Yes/No
Total		50	

STANDARD FORMS
LETTER OF BID

Date of this Bid submission: [_____ Wednesday, _____ September, _____ Year]

RFB No.: _____ [insert number of Bidding process]

Request for Bid No.: [_____] Bid No

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

To: [**Assistant Director Supply Chain Management Directorate**]
[**Gate No 5, Heavy Industries Taxila**]

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely: M/s _____

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid we make the following declarations:

1. **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
2. **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
3. **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Supply Chain Management Directorate based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Supply Chain Management Directorate's country in accordance with ITB 4;
4. **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and Related Services];
5. **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:
In case of only one lot, the total price of the Bid is [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];
In case of multiple lots, the total price of each lot is [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];
In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];
6. **Discounts:** The discounts offered and the methodology for their application are:
 - a. The discounts offered are: [Specify in detail each discount offered]
 - b. The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
7. **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
8. **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
9. **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
10. **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Supply Chain Management Directorate. Further, we are not ineligible under Pakistan laws;
11. **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of];

12. **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
13. **Not Bound to Accept:** We understand that you are not bound to accept the the Most Advantageous Bid or any other Bid that you may receive; and
14. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *** [insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

SECTION – H
UNDERTAKING

1. I certify that none of my near relatives (father, mother, brother, sister, uncle, son, daughter or any other near relative with whom I would not like to compete in the open market for Pakistan) has registered any firm dealing in the same or similar type of stores / items. In case any such person attempts to do so, I undertake to inform Heavy Industries Taxila, Ministry of Defence, Pakistan of this fact without any loss of time.

2. I certify that the information given in this proforma is correct to the best of my knowledge, I understand that in case it is found at any stage that information is incorrect or contrary to the facts/ information given in the application form, the authorities concerned will cancel the registration of the firm and the firm will be blacklisted and cross debarred for upto ten years to do any business with the Defence Establishment and Government Agencies in Pakistan. I also undertake and accept that any disciplinary action taken against the firm or its management will not be challenged in any court of Law.

3. I undertake to participate in this tender _____ only none of my relative / firm will participate in the same.

Signature of the Applicant

Place: _____

Name: _____

(In block letters)

Office Stamp:

Designation: _____

Date: _____

DECLARATION CERTIFICATE
UNDERTAKING

1. It is certified that M/s _____ is participating for tender no _____ FY _____. There is no Filial relationship of this company/ firm is employed in Heavy Industries Taxila as per following details:-

“Family members including an individual’s spouse, siblings (whether of whole or half blood), children (natural or adopted), parents, grandparents, spouses of siblings (i.e brothers and sisters), children, grandchildren, great grandchildren and any member living in the same home as the employee in HIT”

2. I certify that the information given in this proforma is correct to the best of my knowledge, I understand that in case it is found at any stage that information is incorrect or contrary to the facts/ information given in the application form, the authorities concerned will cancel the registration of the firm and the firm will be blacklisted and cross debarred for upto ten years to do any business with the Defence Establishment and Government Agencies in Pakistan. I also undertake and accept that any disciplinary action taken against the firm or its management will not be challenged in any court of Law.

3. This Certificate is signed by CEO / MD of this Company, any legal action will be taken by HIT if found guilty.

CEO/MD
Name Company firm

Bidder Information Form

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

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

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

Page _____ of _____ pages

1.	Bidder's Name <i>[insert Bidder's legal name]</i>
2.	In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3.	Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4.	Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5.	Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7.	Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Supply Chain Management Directorate
8.	Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FINANCIAL OFFER

1.

<u>Name of Bidder</u>	<u>Medical Store Name</u>	<u>Rebate (Discount) on Retail Price (MRP) on Daily Local Purchase Medicine</u>

2. Bid Security Amounting to **Rs.1,000,000/-** is attached with Financial offer.

NAME OF CEO _____

ID No _____

DRAP License No _____

Form of Bid Security

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

No.: *[Purchaser to insert reference number for the Request for Bids]*

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

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form of Bid-Securing Declaration

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

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

No.: *[number of Bidding process]*

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

To: *[complete name of Supply Chain Management Directorate]*

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Supply Chain Management Directorate during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

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

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Letter of Acceptance

[Letter head paper of the Supply Chain Management Directorate]

[Date]

To: *[name and address of the Supplier]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS.**]*

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

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

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

To: *[insert complete name of Supply Chain Management Directorate]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Therapeutic Goods offered by the above firm.

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

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

Title: *[insert title]*

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