

MOST IMMEDIATE**Heavy Industries Taxila**

Supply Chain Management

Directorate Taxila Cantt

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5171/IT-6902-6905/26-27/FOR-A/

Lab/ Med/OT/ Radiology/SCM

June 2026

To: _____
(All Concerned)

Subject: **Tender Inquiry (Hosp/2026-2027 -FOR-A-)**

1. These documents consist of 4 x Tenders, participating firms are requested to Bid separately for each tender (Technical and Commercial) details of each tender is already mentioned as Annexure A to D:-

Ser	Tender Inquiry No	Description	Page No	Remarks
a.	IT-6902/Lab/26-27	Procurements of Medical Store for Lab Deptt	1-84	Annexure-A
b.	IT-6903/Radiology/26-27	Procurements of X-Ray Films & Lohexol for Radiology Deptt	85-147	Annexure-B
c.	IT-6904/Med /26-27	Procurements of Bulk Medicines for Med Deptt	148-238	Annexure-C
d.	IT-6905/OT /26-27	Procurements of Medical Store for OT Deptt	239-323	Annexure-D

2. All ITs attached as per Annexures to be quoted separately in single envelope having separate technical and commercial offers, please.

Assistant Works Manager
Deputy Assistant Director (Procurement)
(Ayaz Ud Din)

Copy to: **HIT Hosp**

STANDARD BIDDING DOCUMENT

Procurement of Therapeutic Goods

(Pharmaceuticals)

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)

FOR

Procurement of Medical Store Items (Lab Department)

Bid No. 5171/IT-6902/2026-27/FOR-A/Lab/Med/SCM dated 17 June 2026



Bid Submission Date: 15 Jul 2026 at 1030 hours

Bid Opening Date : 15 Jul 2026 at 1100 hours

SUPPLY CHAIN MANAGEMENT DIRECTORATE
HEAVY INDUSTRIES TAXILA, TAXILA CANTT

HEAVY INDUSTRIES TAXILA
TENDER NOTICE

Date:17 June 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: -

Tender No	Nomenclature	A/U	Qty	Delivery Period	Last date of Collection of Tender Documents	Date and time of Tender	
						Submission	Opening
IT-6902	Procurement of Items for Lab Deptt Annexure "A"	Attached at Annexure "A"		2 x Months after signing of Contract	Tender available on PPRA website	15 Jul 2026 at 1030 hours	15 Jul 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 100 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 Director Supply Chain Management Directorate.

For further Information

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PART-I

BIDDING PROCEDURE & REQUIREMENTS

SECTION - A
INVITATION TO BIDS
HEAVY INDUSTRIES TAXILA



Bid No. 5171/IT-6902/2026-27/FOR-A/Lab/Med/SCM dated 17 June 2026
FOR
Procurement of Medical Store Items (Lab Department)

Date: 17 June 2026

1. This Invitation to Tender (IT) follows the Procurement Notice (PN) or Procurement Advertisement (PA) for the subject procurement which will appear in 2 x newspaper (1 x English and 1 x URDU) on _____ June 2026.
2. The Heavy Industries Taxila now invites sealed bids from eligible Suppliers for the Procurement of Medical Store Items (Lab Department). 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, 15 Jul 2026	Tender Box available at Gate No 5
b.	Bid opening (Technical)	11:00 hours, 15 Jul 2026	Venue Supply Chain Management Directorate HIT Taxila
c.	Pre Bid Meeting	1000 hrs at 08 July 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, Heavy Industries 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 **85 x pages** and comprises following forms: -
 - a. **Section – A**. Invitation letter and general instructions to the firms.
 - b. **Section – B**
 - (1) **Part – I**. Bid Data Sheet
 - (2) **Part – II**. General terms / conditions governing the contract
 - (3) **Part –III**. Standard Terms and condition / technical specifications.
 - c. **Section - C**. Firms' response as well as essential forms to be submitted.
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**

SECTION - B
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 supply of Therapeutic Goods (Pharmaceuticals) and related services incidental thereto as specified in the BDS described in Section E - Technical Specifications & Schedule of Requirements. The Name, Identification and Number of Lots (contracts) of the procurement are specified in BDS.
	1.2	The successful Bidders will be expected to supply the Therapeutic Goods (Pharmaceuticals) within the specified period and timeline(s) as stated in the BDS.
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	Foreign Bidders must satisfy all relevant licensing/or registration requirement with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive Bidding with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the Supply Chain Management Directorate along with their bid, however, the final award will be subject to the complete registration process.
	3.7	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: (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 be procured under this

		<p>Invitation for Bids.</p> <p>(b) have controlling shareholders in common; or</p> <p>(c) receive or have received any direct or indirect subsidy from any of them; or</p> <p>(d) have the same legal representative for purposes of this Bid; or</p> <p>(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</p> <p>(f) Submit more than one Bid in this Bidding process.</p> <p>(g) Participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the Bid.</p>
	3.8	<p>A Bidder may be ineligible if –</p> <p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(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;</p> <p>(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;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(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.</p> <p>(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.</p>
	3.9	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.
	3.10	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.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
	3.12	Firms/companies/suppliers/dealers duly registered with relevant tax and other registration authorities required under Federal Government's rules, laws, statutes or relevant instructions;
	3.13	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 (Pharmaceuticals) and Related Services	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 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.
g. Bidding for Selective Items	7.1	A Bidder, if he so chooses, can bid for selective items from the list of Therapeutic Goods provided for in the Schedule of Requirements. A Bidder is also at a liberty to bid for all the Therapeutic Goods mentioned in the Schedule of Requirements provided he fulfills the requirements. However, a Bidder cannot bid for partial quantities of an item in the Schedule of requirement. The bid must be for the whole quantity of an item as required in the schedule of requirement.
<u>BIDDING DOCUMENTS</u>		
h. Contents of Bidding Documents	8.1	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 Section H General Conditions of Contract (GCC) Section I Special Conditions of Contract (SCC) Section J Contract Forms
	8.2	The 02 x copies to be completed and returned with the Bid is specified in

		the BDS.
	8.3	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.
	8.4.	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.
i. Clarification of Bidding Documents	9.1	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.
	9.2	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.
	9.3	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.
	9.4	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.
	9.5	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.
	9.6	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.
j. Amendment of	10.1	Before the deadline for submission of Bids, the Supply Chain Management

Bidding Documents		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.
	10.2	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.
	10.3	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.
<u>PREPARATION OF BIDS</u>		
k. Language of Bid	11.1	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.
	11.2	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.
	11.3	In case of Dispute reference shall be made to the original documentation retained on the record.
l. Documents and Sample(s) Constituting the Bid	12.1	The Bid prepared by the Bidder shall constitute the following components: - (a) Form of Bid and Bid Prices 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.
	12.2	<p>Where a sample(s) is required by a Supply Chain Management Directorate, the sample shall be:</p> <ul style="list-style-type: none"> (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; (b) carriage paid; (c) received on, or before, the closing time and date for the submission of bids; and (d) evaluated to determine compliance with all characteristics listed in the BDS.
	12.3	<p>The Supply Chain Management Directorate shall retain the sample(s) of the successful Bidder. A Supply Chain Management Directorate shall reject the Bid if the sample(s)-</p> <ul style="list-style-type: none"> (a) do(es) not conform to all characteristics prescribed in the bidding documents; and (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
	12.4	<p>Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the therapeutic goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.</p>
	12.5	<p>Samples made up from materials supplied by a Supply Chain Management Directorate shall not be returned to a Bidder nor shall a Supply Chain Management Directorate be liable for the cost of making them.</p>
	12.6	<p>All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Supply Chain Management Directorate till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law). The sample shall be the property of the Supply Chain Management Directorate and shall dispose of such sample in such manner as described by the Drug Regulatory Authority of Pakistan.</p>
m. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	13.1	<p>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.</p>
	13.2	<p>The documentary evidence of the eligibility of the therapeutic goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p>
	13.3	<p>The documentary evidence of conformity of the therapeutic goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p>

		<ul style="list-style-type: none"> (a) a detailed description of the essential technical specifications and performance characteristics of the Therapeutic Goods; (b) an item-by-item commentary on the Supply Chain Management Directorate's Technical Specifications demonstrating substantial responsiveness of the Therapeutic Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; (c) any other procurement specific documentation requirement as stated in the BDS.
	13.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of therapeutic goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the therapeutic goods by the Supply Chain Management Directorate.
	13.5	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.
	13.6	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.
n. Documents Establishing Eligibility and Qualification of the Bidder	14.1	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.
	14.2	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".
	14.3	<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 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. (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
o. Form of Bid	15.1	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.
p. Bid Prices	16.1	The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 16 or exclusively mentioned hereafter in the bidding documents.
	16.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	16.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: (a) where there is only one (substantially) responsive bidder, or (b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the Supply Chain Management Directorate may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	16.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 16.1 shall be the total price of the Bid.
	16.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the therapeutic goods it proposes to deliver under the contract.
	16.6	Prices indicated on the Price Schedule shall be entered separately in the following manner: (a) For therapeutic goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): (1) The price of the therapeutic goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: i. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or ii. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. (2) All applicable taxes which will be payable on the therapeutic goods if the contract is awarded.

		<p>(3) The price for inland transportation, insurance, and other local costs incidental to delivery of the therapeutic goods to their final destination, if specified in the BDS.</p> <p>(4) The price of other (incidental or allied) services, if any, listed in the BDS.</p>
	16.7	<p>Prices proposed on the Price Schedule for therapeutic goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Supply Chain Management Directorate. This, shall not in any way limit the Supply Chain Management Directorate's right to contract on any of the terms and conditions offered: -</p> <p>(a) For Therapeutic Goods: -</p> <p>(1) the price of the therapeutic Goods, quoted as per applicable INCOTERMS as specified in the BDS</p> <p>(2) all customs duties, sales tax, and other taxes applicable on therapeutic goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>(b) For Related Services</p> <p>(1) The price of the related services, and</p> <p>(2) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p>
	16.8	<p>Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.</p>
	16.9	<p>If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.</p>
q. Bid Currencies	17.1	<p>Prices shall be quoted in the following currencies:</p> <p>(a) For therapeutic goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS.</p> <p>(b) For therapeutic goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.</p>
	17.2	<p>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</p>

		documents, as notified by the State Bank of Pakistan on that day. Currency of the contract shall be as described in the BDS.
	17.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	17.4	Bidders may be required by the Supply Chain Management Directorate to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 17.1.
r. Bid Validity Period	18.1	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 complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	18.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Supply Chain Management Directorate may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 19 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 19 in all respects.
	18.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
s. Bid Security or Bid Securing Declaration	19.1	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).
	19.2	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.
	19.3	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: (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

		<p>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>
	19.4	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.
	19.5	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.
	19.6	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.
	19.7	<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> <p>(a) the expiry of the Bid Security;</p> <p>(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;</p> <p>(c) the rejection by the Supply Chain Management Directorate of all Bids;</p> <p>(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.</p>
	19.8	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.
	19.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <p>(a) if a Bidder:</p> <p>(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</p> <p>(2) does not accept the correction of errors pursuant to ITB 31.3; or</p> <p>(b) In the case of a successful Bidder, if the Bidder fails:</p> <p>(1) To sign the contract in accordance with ITB 42; or</p> <p>(2) To furnish performance security (or guarantee) in accordance with ITB 43.</p>
t. Alternative Bids by Bidders	20.1	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.
	20.2	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.
	20.3	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.
u. Bid Security Validity	21.1	Bid security submitted shall be valid for a period specified in the BDS
v. Format and Signing of Bid	22.1	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:
	22.2	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.
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
<u>SUBMISSION OF BIDS</u>		
w. Sealing and Marking of Bids	23.1	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.
	23.2	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;

		<p>(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.</p> <p>(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</p>
	23.3	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.
x. Deadline for Submission of Bids	24.1	Bids shall be received by the Supply Chain Management Directorate no later than the date and time specified in the BDS.
	24.2	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.
y. Late Bids	25.1	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.
	25.2	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.
z. Modification, Substitution and Withdrawal of Bids	26.1	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.
	26.2	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.
	26.3	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.
	26.4	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
<u>OPENING AND EVALUATION OF BIDS</u>		
aa. Opening of Bids	27.1	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.
	27.2	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.
	27.3	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.
	27.4	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.
	27.5	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.
	27.6	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.
	27.7	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.
	27.8	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.
	27.9	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.

	27.10	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.
	27.11	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.
	27.12	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	27.13	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.
bb. Confidentiality	28.1	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.
	28.2	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.
	28.3	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.
cc. Clarification of Bids	29.1	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.
	29.2	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.
	29.3	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;

		<ul style="list-style-type: none"> (c) All securities requirements; (d) Tax requirements; (e) Terms and conditions of bidding documents. (f) Change in the ranking of the bidder
	29.4	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.
dd. Preliminary Examination of Bids	30.1	<p>Prior to the detailed evaluation of Bids, the Supply Chain Management Directorate will determine whether each Bid:</p> <ul style="list-style-type: none"> (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 Supply Chain Management Directorate in the Bidding Documents; (c) Has been properly signed; (d) Is accompanied by the required securities; and (e) Is substantially responsive to the requirements of the Bidding Documents. <p>The Supply Chain Management Directorate's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	30.2	<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> <ul style="list-style-type: none"> (a) Affects in any substantial way the scope, quality, or performance of the Services; (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 (c) If rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. (d) Failure to sign the bid form and price schedules by the authorized person or persons; (e) Failure to satisfy eligibility requirements; (f) Failure to submit a bid security as specified in the bidding documents; (g) Failure to satisfy the bid validity period; (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; (i) Failure to comply with minimum experience criteria as specified in the bidding documents; (j) Conditional Bids such as conditions in a bid which limit the bidder's responsibility to accept an award; (k) Stipulating price adjustment when fixed price Bids were invited; (l) Subcontracting in a substantially different amount or manner than that permitted; (m) Failure to submit major supporting documents required by the bidding documents to determine substantial responsiveness of a bid
	30.3	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.
	30.4	<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 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>
	30.5	<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>
	30.6	<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>
	30.7	<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>
ee. Examination of Terms and Conditions; Technical Evaluation	31.1	<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>
	31.2	<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</p>

		material deviation or reservation.
	31.3	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.
ff. Correction of Errors	32.1	<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 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>
	32.2	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.
gg. Conversion to Single Currency	33.1	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.
	33.2	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 .
hh. Evaluation of Bids	34.1	The Concerned Project and Supply Chain Management Directorate shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 30 .
	34.2	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.
	34.3	The Supply Chain Management Directorate's evaluation of a Bid will take

		<p>into account:</p> <p>(a) In the case of therapeutic goods manufactured in Pakistan or therapeutic goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder;</p> <p>(b) In the case of therapeutic goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and</p>
	34.4	The comparison shall be between the EXW price of the therapeutic goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the therapeutic goods, and named port of destination, border point, or named place of destination} in accordance with applicable INCOTERM in the price of the therapeutic goods offered from outside Pakistan.
	34.5	<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 16.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 33.5:</p> <p>(a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the therapeutic goods to their final destination.</p> <p>(b) Delivery schedule offered in the Bid;</p> <p>(c) Deviations in payment schedule from that specified in the Special Conditions of Contract;</p> <p>(d) The cost of components, mandatory spare parts, and service;</p> <p>(e) The availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid;</p> <p>(f) The projected operating and maintenance costs during the life of the equipment;</p> <p>(g) The performance and productivity of the equipment offered; and/or</p> <p>(h) Other specific criteria indicated in the TBS and/or in the Technical Specifications.</p>
	34.6	<p>For factors retained in BDS, pursuant to ITB 34.4 one or more of the following quantification methods will be applied, as detailed in the BDS:</p> <p>(a) Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</p> <p>(b) Inland transportation, insurance, and other incidental costs for delivery of the therapeutic goods from EXW/port of entry/border point to Project Site named in the BDS will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Supply Chain Management Directorate to EXW or as per applicable INCOTERM price.</p> <p>(c) <i>Delivery schedule.</i></p> <p>i) The Supply Chain Management Directorate requires that the therapeutic goods under the Invitation for Bids shall be delivered</p>

		<p>(shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the therapeutic goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Bids by applying a percentage, specified in the BDS, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.</p> <p style="text-align: center;">Or</p> <p>ii) The therapeutic goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p style="text-align: center;">Or</p> <p>(iii) The therapeutic goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.</p> <p>(d) <i>Deviation in payment schedule.</i></p> <p>i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Supply Chain Management Directorate may consider the alternative payment schedule offered by the selected Bidder.</p> <p style="text-align: center;">Or</p> <p>ii) The SCC stipulates the payment schedule offered by the Supply Chain Management Directorate. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Supply Chain Management Directorate, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.</p> <p>(e) <i>Specific additional criteria.</i></p> <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p>
	<p>34.7</p>	<p>If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the</p>

		methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS .
ii. Domestic Preference	35.1	If the BDS so specifies, the Supply Chain Management Directorate will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
jj. Determination of Most Advantageous Bid	36.1	In case where the Supply Chain Management Directorate adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	36.2	The Supply Chain Management Directorate may adopt the Quality & Cost Based Selection Technique due to the following reasons: <ul style="list-style-type: none"> i. In addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the therapeutic goods; ii. In such cases, the Concerned Project may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
kk. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	37.1	Where the Bid price is considered to be abnormally low, the Concerned Project shall perform price analysis either during determination of Most Advantageous Bid. The following process shall apply: <ul style="list-style-type: none"> (a) The Concerned Project may reject a Bid if the Concerned Project has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; (b) Before rejecting an abnormally low Bid the Concerned Project shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low; (c) The decision of the Concerned Project to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned; (d) The Concerned Project shall not incur any liability solely by rejecting abnormally Bid; and (e) An abnormally low Bid means, in the light of the Concerned Project estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit. Guidance for Concerned Project: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity: <ul style="list-style-type: none"> (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

		(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	37.2	The Concerned Project will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 14.3.
	37.3	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 14.3, as well as such other information as the Concerned Project deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	37.4	Supply Chain Management Directorate may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	37.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Concerned Project will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
<u>AWARD OF CONTRACT</u>		
II. Criteria of Award	38.1	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: (a) Eligible in accordance with the provisions of ITB 3; (b) Is determined to be qualified to perform the Contract satisfactorily; and (c) Successful negotiations have been concluded, if any.
mm. <u>Negotiations</u>	39.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: (a) A minor alteration to the technical details of the statement of requirements; (b) Reduction of quantities for 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;
	39.2	Where negotiation fails to result into an agreement, the Supply Chain Management Directorate may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Supply Chain Management Directorate shall not reopen earlier negotiations.
nn. Supply Chain Management Directorate's Right to reject All Bids	40.1	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.
	40.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	40.3	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.
oo. Supply Chain Management Directorate's Right to Vary Quantities at the Time of Award	41.1	The Supply Chain Management Directorate reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
pp. Notification of Award	42.1	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.
	42.2	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).
qq. Signing of Contract	43.1	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.
	43.2	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.
	43.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
rr. Performance Guarantee	44.1	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.
	44.2	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.
	44.3	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.
ss. Advance Payment	45.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 45.2.
	45.2	The Supply Chain Management Directorate will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section I. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Supply Chain Management Directorate's "Notice to Commence" as specified in the SCC .
tt. Arbitrator	46.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
uu. Corrupt & Fraudulent Practices	47.1	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.
<u>GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM</u>		
vv. Constitution of Grievance Redressal	48.1	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.
ww. GRC Procedure	49.1	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.
	49.2	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.
	49.3	In case, the complaint is filed against the technical evaluation report, the Supply Chain Management Directorate shall halt the procurement proceedings till final decision.
	49.4	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.
	49.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	49.6	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.
	49.7	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.
	49.8	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.
	49.9	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.
	49.10	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.
<u>MECHANISM OF BLACKLISTING</u>		
xx. Mechanism of Blacklisting	50.1	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;

		<p>(2) Fails to perform his contractual obligations; and</p> <p>(3) Fails to abide by the id securing declaration;</p>
	50.2	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.
	50.3	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
	50.4	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.
	50.5	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.
	50.6	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
	50.7	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.
	50.8	The Supply Chain Management Directorate shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	50.9	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.
	50.10	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.
	50.11	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.
	50.12	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.

REGISTRATION PROCESS

<u>yy.</u> <u>Provisional</u> <u>Registration</u>	51.1	<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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Ser</th> <th style="text-align: center;">Local Supplier</th> <th style="text-align: center;">Foreign Supplier</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.</td> <td>Six filled copies of SVA-8121</td> <td>Six filled copies of SVA-8121</td> </tr> <tr> <td style="text-align: center;">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 style="text-align: center;">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 style="text-align: center;">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 style="text-align: center;">e.</td> <td>Challan form</td> <td>Challan form</td> </tr> <tr> <td style="text-align: center;">f.</td> <td>Bank statement for last one year</td> <td>Financial standing / audit balance sheet</td> </tr> <tr> <td style="text-align: center;">g.</td> <td>Photocopy of NTN or NTN number</td> <td>Photocopy of passport</td> </tr> <tr> <td style="text-align: center;">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 style="text-align: center;">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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	51.2	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.																														

	51.3	If firm failed to register with this organization, this will be liable to reject during participation of firm in bidding process.
<u>zz.</u> <u>Relationship declaration</u>	51.1	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.
<u>aaa.</u> <u>Conflict of Interest</u>	52.1	<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: <ol style="list-style-type: none"> 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-F & G

SECTION - C**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: [Items for Lab Department] Commencement date for delivery of Therapeutic Goods (DP): [01 x Month]
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: <i>[required]</i>
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@margallahil.com Fax No. 0519315029]
	9.5	Pre-bid meeting will be/will not be held <i>[Tick the appropriate]</i> If yes write down the venue, time, and date of the pre-Bid meeting: [Venue: Supply Chain Management Directorate HIT Taxila] [Time: 1100 hours] [Date: ____2026]
C. Preparation of Bids		
h.	11.1	The Language of all correspondences and documents related to the Bid is: <i>English</i>
i.	12.1(b)	Detail of sample(s) to be submitted with the Bid are: [_____] <i>specify form of sample(s)</i>
j.	12.1 (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 100 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 Directorate. (11) DRAP valid license.																																				
k.	12.2 (d)	Characteristics [<i>List if any</i>]																																				
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																																			
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																																			
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 price 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 (<i>insert amount</i>) The currency of the Bid Security shall be:[<i>Insert currency</i>]. Or Indicate whether Bid Securing Declaration is applicable [<i>insert "Yes" or "No"</i>]																																				
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>insert "will" or "will not," as appropriate</i>] be permitted with respect to [<i>describe the alternatives to be permitted, or delete, as appropriate</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</i>																																				

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

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: <i>[2nd Floor]</i> City/Town: <i>[Taxila]</i> Country: <i>[Pakistan]</i> Day : <i>[____ Wednesday]</i> Date: <i>[____ October]</i> Time : <i>[1100 Hours]</i>
dd.	34.1 (h)	Other specific criteria are <i>[list]</i>
ee.	34.2 (b)	Delivery schedule. <i>[_____ specify the relevant option and the parameters]</i> adjustment expressed as a percentage <i>[insert a percentage between 0.1 to 0.2]</i> , or adjustment expressed in an amount in the currency of Bid evaluation, or Adjustment expressed as a percentage. <i>[insert a percentage between 0.1 to 0.2]</i>
ff.	34.3 (c) (ii)	Deviation in payment schedule <i>[insert "is" or "is not" applicable]</i> . Annual interest rate <i>[insert rate]</i>
gg.	34.4 (d)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. <i>[specify]</i>
hh.	34.5	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is <i>[Lowest evaluated bidder]</i>
ii.	35.1	a) Domestic preference to apply. or Domestic preference not applicable. <i>[Delete the non-applicable option.]</i> Preference to domestic or national suppliers or contractors shall be provided in

		accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.
jj.	36	<p>Evaluation Techniques</p> <p>Least Cost Based Selection (LCBS)</p> <p>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.</p>
F. Award of Contract		
kk.	41.1	Percentage for quantity increase or decrease is [15%].
ll.	44.1	The Performance guarantee shall be [5% of the Contract Price]
mm.	44.2	The Performance guarantee shall be in the form of [CDR or Performance Bank Guarantee]
nn.	45.1	The Advance Payment if essential shall be limited to [N/A].
oo.	45.2	Maximum amount of Advance payment shall be [20%]
pp.	46.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of GRC Decisions		
qq.	50.1	The address of the Supply Chain Management Directorate (Director Supply Chain Management Heavy Industries Taxila – Supply Chain Management Directorate Phone no. 051-9315031 Fax no.051-9315029, Email scm.for_hit@margallahil.com
rr.		<p>The Joint Appellant Committee (JAC) to submit a copy of grievance: Ministry of Defence Production (MoDP) Tel : _____ Fax : _____</p> <p>The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254</p>

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>

SECTION - E**SCHEDULE OF REQUIREMENTS**
TECHNICAL SPECIFICATIONS**Schedule of Requirements Delivery Schedule**

1. The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery at consignee premises, or.
2. This tender is fully on package deal. Interested firm should participate in complete package, If any firm quoted a single item the firm will liable to be rejected.

Ser	Package	No of Items	Detail of Items
1.	Package 1: Micro Biology	64	Anx 'A'
2.	Package 2: Haematology/ Blood Bank	19	
3.	Package 3: Clinical Pathalogy	10	
4.	Package 4: Serology	12	
5.	Package 6: Chemical Pathology (Open System the award)	05	
6.	Package 7: Histo Pathalogy	22	
7.	Package 8: Easy lyte plus (Hospital property/ Closed system) OEM would be preferred	03	
8.	Package 9: Haematology Deptt: (On Reagent Rental Basis, Only OEM/Sole Distributor)	09	
9.	Package 10: Virology Deptt (On Reagent Rental Basis)	05	
10.	Micro Biology Deptt: (On Reagent Rental Basis)	08	
11.	Selectra Pro M:	26	
	Total Items	183	

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 Defense, 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 Defense 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

ANNUAL DEMAND OF MEDICAL STORE ITEMS (LAB DEPTT) FY-2026-27 HIT HOSP

Ser	Nomenclature	A/U	Company /Brand	Qty Required
Package 1: Micro Biology				
1.	Agar Blood	Bott	Oxide/Equivalent	9
2.	Agar CLED	Bott	Oxide/Equivalent	4
3.	Agar MacConkey	Bott	Oxide/Equivalent	9
4.	API Sugar Set with Reagents 10 S (Pak of 50)	Pkt	Biomerieux/Oxoid/Equivalent	20
5.	Arbinose Agar	Bott	Oxide/Equivalent	1
6.	Bile Esculin Agar	Bott	Oxide/Equivalent	1
7.	Chlorine Strips for water testing	Bott	Roche / Equivalent	4
8.	Disc Azithromycin 15 ug	Vial	Oxide/Equivalent	7
9.	Disc Ceftazidime 30ug	Vial	Oxide / Equivalent	15
10.	Disc Amikacin 30ug	Vial	Oxide/Equivalent	15
11.	Disc Ampicillin 10 ug	Vial	Oxide/Equivalent	30
12.	Disc Augmentin 30ug	Vial	Oxide/Equivalent	30
13.	Disc Bacitracin 0.04 Unit	Vial	Oxide/Equivalent	4
14.	Disc Cefepime 30ug	Vial	Oxide / Equivalent	15
15.	Disc Cefoxitin 30ug	Nos	Oxide / Equivalent	20
16.	Disc Ceftriaxone 30 ug	Vial	Oxide / Equivalent	30
17.	Disc Choramphenocol 30 ug	Vial	Oxide/Equivalent	7
18.	Disc Ciprofloxacin 5ug	Vial	Oxide/Equivalent	36
19.	Disc Clindamycin 2ug	Vial	Oxide/Equivalent	15
20.	Disc Cotrimoxazole 25ug	Nos	Oxide/Equivalent	36
21.	Disc Doxycycline 30 ug	Vial	Oxide/Equivalent	20
22.	Disc Erythromycin 15ug	Vial	Oxide/Equivalent	20
23.	Disc Fosfomycin 200 ug	Vial	Oxide/Equivalent	25
24.	Disc Gentamicine 10 ug	Vial	Oxide/Equivalent	30
25.	Disc Imipenem 10 ug	Vial	Oxide/Equivalent	10
26.	Disc Linezolid 30ug	Vial	Oxide/Equivalent	15
27.	Disc Meropenem 10ug	Vial	Oxide/Equivalent	25
28.	Disc Minocyclin 30ug	Vial	Oxide/Equivalent	3
29.	Disc Ofloxacin 5ug	Vial	Oxide/Equivalent	1
30.	Disc Optachin 5 ug	Vial	Oxide/Equivalent	4
31.	Disc Penicillin 10 ug	Vial	Oxide/Equivalent	20
32.	Disc Polymyxin B or Colistin 300ug	Vial	Oxide/Equivalent	10
33.	Disc Rifampicin 5 ug	Vial	Oxide/Equivalent	5
34.	Disc SCF Sulbactam Cefoperazone 105ug	Vial	Oxide/Equivalent	8
35.	Disc Sulbactam Ampicillin 10mg	Vial	Oxide/Equivalent	5
36.	Disc Tazobactam TZP10ug	Vial	Oxide/Equivalent	25
37.	Disc Tetracycline 30ug	Vial	Oxide/Equivalent	25
38.	Disc Vancomycin 30 ug	Vial	Oxide/Equivalent	15
39.	Disc Fusidic Acid 10ug	Vial	Oxide/Equivalent	15
40.	Disc Moxifloxacin 5ug	Vial	Oxide/Equivalent	5

Ser	Nomenclature	A/U	Company /Brand	Qty Required
41.	Disc Levofloxacin 5ug	Vial	Oxide/Equivalent	20
42.	Disc Nitrofurantoin 300ug	Vial	Oxide/Equivalent	25
43.	Disc Tigecycline 15ug	Vial	Oxide/Equivalent	5
44.	Disc Tobramycin 30ug	Vial	Oxoide / Equivalent	10
45.	DNAase Agar	Bott	Oxide/Equivalent	2
46.	Gram Stain (Complete)	Set	Merck / Equivalent	6
47.	Indole Reagent	Vial	Oxide / Equivalent	5
48.	Lancefield Grouping	Kit	Atlas/Equivalent	2
49.	Loop Wire (Iron)	No	Local	5
50.	Mantoux Test 10 TU	Vial	Imported	6
51.	Mast Bacteruritest Strip for urine culture	Bott	Mast Diagnostics / Equivalent	20
52.	Millipore CNP Paper (Pak of 50)	Pkt	Sartorius / Merck / Equivalent	8
53.	Muller Hinton Agar	Bott	Oxide / Equivalent	10
54.	Oxidase Powder	Bott	BDH/Imported	3
55.	Petri Dishes 90 mm	Pair	Italy Chaina	10000
56.	Petri Dishes Small (50mm)	Box	China/Equivalent	500
57.	Potassium hydroxide (KOH)	Bott	BDH/Sigma	1
58.	Sabouraud Dextrose Agar	Bott	Oxide / Equivalent	2
59.	Salmonella Serology	Vial	Mast/UK/Equivalent	2
60.	Shigella Serology	Kit	Mast/UK/Equivalent	1
61.	Swab Sticks (Microbiology)	No	China/Equivalent	8000
62.	TDA Reagent	Vial	Oxide/Equivalent	5
63.	XLD Agar	Bott	Oxoide / Equivalent	2
64.	ZN Stain complete	Kit	Merck/Equivalent	6
Package 2: Haematology/ Blood Bank				
65.	Anti Human Coombs Sera / Anti Human Globulin	Vial	Anteck/UK/Immomed/ Equivalent	30
66.	Blood Bag Tripple	No	JMS/Equivalent	1600
67.	Blood Grouping Sera A, B, AB,D	Bott	Biotech UK / Anteck / Immomed/ Equivalent	85
68.	Blood Transfusion Set	No	JMS/Equivalent	1800
69.	Bovine Albumin 22%	Vial	Biotech UK / Anteck / Immomed/ Equivalent	12
70.	ESR Tube	No	Bio-Med / Equivalent	4500
71.	Filter Paper Round 90 mm	Pkt	Whatman / Equivalent	12
72.	G6PD Rapid ICT	Kit	Care Start G6PD/Equivalent	0
73.	Geimsa Stain	Bott	Merck / Biognest/Equivalent	3
74.	Iron Kit	Kit	Merck / Equivalent	1
75.	Kit Optimal Rapid Malaria Antigen	Kit	Merck/Elitech/Diasys/ Equivalent	70
76.	Kit Prothrombin Time (Neoplastine/ Stago)	Kit	Stago / Merux/Equivalent	30
77.	Kit PTTK	Kit	Stago / Merux/Equivalent	25
78.	Methanol / Methyl Alcohol	Bott	Merck / Biognost	6

Ser	Nomenclature	A/U	Company /Brand	Qty Required
79.	PT Tubes 1.8 ml Trisodium Citrate	Tube	Imported/XYNIL	8000
80.	Retics Stain (Briliant Cresyl Blue) ready to use	Vial	Merck/Biognest	3
81.	Sudan Black Stain	Kit	Sigma/Biognest	1
82.	Tube Capillary	Bott	Germany/Equivalent	6
83.	Tube Complete Picture (CP)	No	Importede/XYNIL	48000
Package 3: Clinical Pathology				
84.	Barium Chloride 10 %	Bott	Diachem / Equivalent	1
85.	Cover Slips (12x12mm)	Pkt	China/Equivalent	25
86.	Disposable Plastic Tubes	No	Local	24000
87.	Kit Pregnancy Strip (100 test)	Kit	Abon / CTK / Helgen/Equivalent	25
88.	Microscope Slides (Size 25.4x76.2mm -1-1.2mm)	Pkt of 42	Imu Med GmbH/China/Equivalent	300
89.	Sterlized urine containor	No	Local	36000
90.	Stool H Pylori ICT Kit Antigen (50 Test)	Kit	SD/CTK/Equivalent	40
91.	Stool Occult Blood for Kit ICT ((Test x 200)	Kit	SD/CTK/Equivalent	30
92.	Sulphur Powder	Bott	Sigma/Equivalent	1
93.	Uristix Strip 10 parameter	Bott	Roche / Mission/Equivalent	350
Package 4: Serology				
94.	Brucella	Kit	Omega / Equivalent	2
95.	CRP Kit	Kit	Antec / Equivalent	30
96.	Kit ANA	Kit	Omega/Antex/ Equivalent	10
97.	Kit ASOT	Kit	Omega/Antex/ Equivalent	4
98.	Kit Dengue NS1	Kit	Helgen UK/SD/Equivalent	55
99.	Kit Dengue Serology Device IgM, IgG (Kit of 50 x test)	Kit	Helgen UK/SD/Equivalent	45
100.	Kit RA Factor (100 test)	Kit	Antex/Equivalent	16
101.	VDRL/Syphilis Rapid	Kit	Antec / Equivalent	80
102.	HBsAg Device	Kit	SD/ Korea/Easy Check/Equivalent	120
103.	HCV Device	Kit	SD/ Korea/Easy Check/Equivalent	120
104.	HIV Device	Kit	SD/ Korea/Easy Check/Equivalent	60
105.	Kit Toxoplasma	Kit	Antex/Atlas/ Equivalent	2
Package 6: Chemical Pathology (Open System the award).				
106.	Tips Blue	Pack	Local	20
107.	Tips Yellow	Pack	Local	40
108.	Tube Blood Glucose	No	Imported/XYNIL	32000
109.	Tube Plain (Clot Activator)	No	VD / Imported	45000
110.	Selectra Control HSP	Kit	Merck / Equivalent	5
Package 7: Histo Pathology				
111.	Alcohol Swab	Pkt	Local	25
112.	Glass Slides Frosted	Pkt	China/Equivalent	200

Ser	Nomenclature	A/U	Company /Brand	Qty Required
113.	Formal Dehyde	Can	Tiawan/Equivalent	2
114.	Ethanol (99.9%)	Bott	Merck/Equivalent	12
115.	Ethanol Repack	Can	BDH/sigma	3
116.	ISO Proponol	Bott	Merck/Sharlau/ Equivalent	40
117.	Filter Paper Large	Pkt	Imported	15
118.	Haema Colour Kit	Kit	Merck/Equivalent	3
119.	Haematoxillin Powder	Bott	Merck/Sharlau/ Equivalent	1
120.	Eosin Yellowish	Bott	Merck/Sharlau/ Equivalent	1
121.	Microtome Blade	Pkt	Feather Japan/Equivalent	6
122.	Surgical Blade No.22	Pkt	Feather Japan/Equivalent	6
123.	Schiff Solution	Bott	Merck/Equivalent	1
124.	Cover Slips (24x50mm)	Pkt	Perfect/Equivalent	40
125.	EA 50	Bott	Merck/Sharlau/ Equivalent	1
126.	OG6	Bott	Merck/Sharlau/ Equivalent	1
127.	Potassium Alum	Bott	Merck/Sharlau/ Equivalent	2
128.	Mercuric Oxide Red	Bott	Merck/Sharlau/ Equivalent	1
129.	Paraffin Wax	Kg	Merck/Equivalent	30
130.	Canada Balsom	Bott	UK/Equivalent	1
131.	Tissue Cassettes	Pkt	Cytoline	10
132.	Xylene	Bott	Merck/Sharlau/ Equivalent	15
Package 8: Easy lyte plus (Hospital property/ Closed system)				
133.	Easy lyte plus Cell Pack (Na+, K+, cl)	Pack	Medica	12
134.	Cleaner Easylyte	Bott	Medica	12
135.	Control Easylyte	Vial	Medica	6
Package 9: Haematology Dept: (On Reagent Rental Basis) Only OEM / Sole Distributor				
136.	Stromatolyser	Bott	Sysmex	90
137.	Sysmex Cell Pack	Pack	Sysmex	60
138.	Sysmex control	Vial	Sysmex	12
139.	M-52 D Diluent	Pack	Mindray/Equivalent	60
140.	M-52 D LH Lyse	Bott	Mindray/Equivalent	120
141.	M-52 D Diff Lyse	Bott	Mindray/Equivalent	120
142.	Mindray Control	Vial	Mindray/Equivalent	6
143.	Mindray Probe Cleaner	Vial	Mindray/Equivalent	12
144.	Thermal Roll	Roll	Sysmex	2000
Package 10: Virology Dept (On Reagent Rental Basis)				
145.	Anti HCV Elisa (96 x Test)	Kit	Bio Rad	20
146.	HBsAg Elisa (96 x Test)	Kit	Bio Rad	20
147.	HIV Elisa (96 x Test)	Kit	Bio Rad	2
148.	Conductive Tips 300 ul	Pkt	Bio Rad	10
149.	Conductive Tips 1100 ul	Pkt	Bio Rad	8
Micro Biology Dept (On Reagent Rental Basis)				
150.	Blood Culture Bottle Adult	Bott	Bact Alert - 3D/Equivalent	600
151.	Blood Culture Bottle Peads	Bott	Bact Alert - 3D/Equivalent	500
152.	Pasture Pippett	No		2500
153.	HBV PCR Kit with Complete	Test	Briogen / Qaigen PCR	600

Ser	Nomenclature	A/U	Company /Brand	Qty Required
	consumable		Machine Compatible (HBV,HCV PCR would be awarded as package)	
154.	HCV PCR Kit with Complete consumable	Test	Biogen / Qaigen PCR Machine Compatible (HBV,HCV PCR would be awarded as package)	1200
155.	Urine /CSF Protein	-	-	3
156.	Urine CSF Calibrator	-	-	1
157.	Urine CSF Control	-	-	1
Selectra Pro M				
158.	Kit Alkaline Phosphate 400ml	Kit	Marck/Elittech	2
159.	ALT (SGPT)	Kit	Marck/Elittech	2
160.	Amylase	Kit	Marck/Elittech	2
161.	Bilirubin Total	Kit	Marck/Elittech	2
162.	Calcium	Kit	Marck/Elittech	2
163.	Cholesterol	Kit	Marck/Elittech	2
164.	CKMB with Standrad	Kit	Marck/Elittech	2
165.	CPK/CK NAC	Kit	Marck/Elittech	2
166.	Creatinine	Kit	Marck/Elittech	2
167.	Glucose	Kit	Marck/Elittech	1
168.	LDH	Kit	Marck/Elittech	2
169.	Triglyceride	Kit	Marck/Elittech	2
170.	Urea UV	Kit	Marck/Elittech	2
171.	Multi C. Calibrator	Kit	Marck/Elittech	2
172.	Sample Cups For Selectra	Kit	Marck/Elittech	2
173.	PVC Tubing Set	Kit	Marck/Elittech	1
174.	Mintenance Kit for Selectra	Kit	Marck/Elittech	1
175.	Dry Block	Kit	Marck/Elittech	1
176.	Reaction Rotor	Kit	Marck/Elittech	1
177.	Sputo Fluid Selectra	Kit	Marck/Elittech	1
178.	Control HSN	Kit	Marck/Elittech	1
179.	Gold Chloride Ampule 1G	No	Marck/Elittech	1
180.	K Electrode Easylite	No	Marck/Elittech	1
181.	Na Electrode Easylite	No	Marck/Elittech	1
182.	Cl Electrode Easylite	No	Marck/Elittech	1
183.	Tubing Set	No	Marck/Elittech	1

Note:

- a. Failure to complete the intended supplies even after (insert number 60 of days) days will result in the forfeiture of performance security and the company/firm/supplier may be blacklisted.
- b. The supplies should be delivered with clear marking **“for HIT Hosp use only”**.
- c. Short Dated Stocks (expiry of within 6 months) would be replaced within one month of being notified.

TECHNICAL QUOTATION FORMAT – 2026-27

Ser	IT No	Nomenclature	A/U	Packing	Coy /Make	Remarks
			As per required Product List			

FINANCIAL QUOTATION FORMAT- 2026-27

Ser	IT No	Nomenclature	A/U	Packing	Coy /Brand	Unit Price Excl GST	18% GST	Unit Price Incl GST
			As per required Product List					

TECHNICAL SPECIFICATIONS

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Supply Chain Management Directorate without qualifying their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the pharmaceuticals to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all pharmaceuticals and materials to be incorporated in the therapeutic goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the therapeutic goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar therapeutic goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Supply Chain Management Directorate's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Purpose of Technical Specification:

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Therapeutic Goods and Related Services required by the Supply Chain Management Directorate. The Supply Chain Management Directorate shall prepare the detailed TS take into account that:

1. The TS constitute the benchmarks against which the Supply Chain Management Directorate will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Supply Chain Management Directorate.
2. Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following;
 - a. Standards of materials and workmanship required for the production and manufacturing of the Therapeutic Goods.
 - b. Detailed tests required (type and number).
 - c. Other additional work and/or Related Services required to achieve full delivery/completion.
 - d. Detailed activities to be performed by the Supplier, and participation of the Supply Chain Management Directorate thereon.
 - e. List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Supply Chain Management Directorate without qualifying their bids. The sample text provided in this section should serve as guidance only. This text is not intended to be used verbatim since technical specifications specific to each procurement should be drafted by the Supply Chain Management Directorate for inclusion in the bidding documents. In the context of international competitive bidding (ICB) among qualified firms, the specifications must be drafted to permit

the widest possible competition. The technical specifications establish the requirements for good manufacturing practices (GMPs), pharmacopoeia standards, nomenclature, and description required for each product, shelf life and package expiration date parameters, labeling instructions, packaging instructions, GMP and quality assurance certificates required, and other evidence of product quality to be submitted with the bid and with each shipment. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated,

Specific pharmacopoeial standards should be listed for each product; if any of a range of standards is adequate (British Pharmacopoeia, United States Pharmacopoeia, European Pharmacopoeia, or International Pharmacopoeia), this should be noted. If special packaging or labeling is required for a subset of products, this should be indicated on the schedule of requirements (see above), but a generic statement of packaging and labeling applied to all products should be included in the general technical specifications. Instructions about labeling (contents and language) and package inserts can be included in the technical specifications, unless there are specific requirements for each batch or schedule of requirements.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable (to complete an otherwise incomplete specification) they should always be followed by the words "or equivalent."

Where appropriate, drawings, including site plans as required, may be furnished by the Supply Chain Management Directorate with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Supply Chain Management Directorate during contract execution.

TECHNICAL SPECIFICATIONS OF PHARMACEUTICALS

1.	Specification	1.1	The Therapeutic Goods to be procured by the Supply Chain Management Directorate for this Invitation for Bids is indicated in the PA's <i>current</i> national essential drugs list or national formulary.
		1.2	Product specifications indicate dosage form (e.g., tablet, <i>capsules</i> , <i>dry syrup</i> , liquid, ointment, injectable, emulsion suspension, etc.) and the drug content (exact number of mg or <i>international units</i> [IU] or % v/v, w/w or v/w <i>acceptable range</i>).
		1.3	The Therapeutic Goods should conform to standards specified in the following compendia: [Hospital should specify an accept Pharmacopoeia standard from one of the following: the British Pharmacopoeia, the United States Pharmacopoeia, the International Pharmacopoeia or the European Pharmacopoeia, the latter particularly for raw materials.] <i>The standards will be the latest edition unless otherwise stated by the Hospital or other if applicable</i>
		1.4	In case the pharmaceutical product is not included in (the specified compendium, <i>but included in the Procuring agenc's national essential drug list</i> , the Hospital should clearly indicate <i>acceptable limits</i> and the Supplier, upon award of the Contract, must provide the reference, standards and testing protocols to allow for quality control testing
		1.5	Not only the pharmaceutical item, but also packaging and labeling

			components (e.g., bottles, closures, and <i>labeling</i>) should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the Pakistan. All packaging must be properly sealed and tamper-proof <i>and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the Drug Regulatory Authority of Pakistan (DRAP). The Supply Chain Management Directorate should specify any additional special requirements.</i>
2.	Product packaging	2.1	Drug Rule 1986 (labeling and Packaging rule) framed under Drug Act 1976 shall be followed for labeling and packaging.
		2.2	Packaging of the product shall comply with DRAP GMP standards. Primary packaging – <ul style="list-style-type: none"> • Sterile or non-sterile as appropriate. E.g. for sterile items, transparent film to allow clear identification of the content – sachet, plastic box, peel-off sachet; • For pharmaceutical products in tablets/capsule. For item with tablets/capsules or less, it shall be preferably in blister pack. • Glass containers will not be accepted above a maximum of 250 ml. • Glass bottles must be separated by criss-cross box dividers or box partitions or be packed individually in cartons. • For glass ampoules, single ended, break-off necks are required. • Primary packaging must bear appropriate labels providing content and usage information
		2.3	Secondary packaging – to protect the primary packaging – e.g. cardboard, rigid wrapping.
		2.4	All the requirement of the labeling and packaging rule 1986 including the name of drug/medicine both brand and generic name, equally prominent should be printed/written in indelible ink both in English and Urdu on the outer cartons and each pack, bottle, blister, tube.
		2.5	Therapeutic Goods requiring refrigeration or freezing <i>or those that should not fall below a certain minimum temperature for stability</i> must specifically indicate storage requirements on labels and Packed and be supplied in special vehicle with packing to ensure stability in transit from point of shipment or transport.
3.1	Labeling Instructions	3.1	The label of the primary packing for each pharmaceutical and vaccine products shall meet the GMP standard of the DRAP and include: Primary packaging shall be imprinted with the following: <ol style="list-style-type: none"> a. Name of manufacturer; b. Address of manufacturer’s manufacturing site; c. Article reference of the manufacturer and the supplier; d. Details to identify device (in English, French and Spanish): description, composition as appropriate; e. Batch number prefixed by the word “LOT” f. Items with limited shelf life: expiry date using the words “use before (month)/(year) or prefixed by “EXP” g. Items without expiry date: the date of manufacture (year) prefixed by the harmonized symbol, unless information already incorporated into the batch number or serial number h. For single use items, the words “DO NOT RE-USE” or “FOR SINGLE USE” i. For sterile items, the word “STERILE” I, plus a warning, advising to “check the integrity of the sterile packaging before use.”
		3.2	In addition, the primary packaging for pharmaceutical products shall be

			labelled with the Following: a. Name of drug; b. Pharmaceutical dosage form; c. Active pharmaceutical ingredient(s); type and amount; d. Name and amounts of excipients with relevant medical and pharmaceutical effects e.g. preservatives, sugar content; e. Net quantity per unit; f. Instructions/direction for use; g. Batch number; h. Expiry date; i. Storage conditions including warnings and precautions ; j. If reconstitution is required, the storage conditions after reconstitution and shelf-life; k. Name of manufacturer; l. Address of manufacturing site (For contract manufacturer, indicate clearly that: m. Manufactured by A for Company
		3.3	Secondary packaging for pharmaceutical products shall be imprinted with the following: a. Name of manufacturer; b. Address of manufacturing site; c. Labelling same as on primary packaging; – d. Any special storage conditions and or handling conditions; e. Instructions for use in English or any other language as stipulated in BDS
		3.4	The outer case or carton should also display the above information.
4.	Additional Instruction	4.1	The supplier are required to furnish warranty certificate with regard to potency and stability (including coloration of medicine) of the drug for human consumption etc. in accordance with the Drug Act, 1976 and DRAP Act, 2012 and Rules framed thereunder.
		4.2	After signing of the contract, the supplier shall submit the sample of finished medicine in accordance with the above instructions for approval.
5.	Case Identification	5.1	All cases should prominently indicate the following: (a) Supply Chain Management Directorate's line and code numbers; (b) The generic name of the product; (c) The dosage form (tablet, ampoule, syrup); (d) Date of manufacture and expiry (in clear language not code); (e) Batch number; (f) Quantity per case; (g) Special instructions for storage; (h) Name and address of manufacture; and (i) Any additional cautionary statements.
		5.2	No case should contain pharmaceutical products from more than one batch.
6.	Unique Identifiers	6.1	HIT Hospital shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the labels of the containers used for packaging and in certain dosage forms, such as tablets, and ampoules and this will be in the Technical Specifications. The design and detail will be clearly indicated at the time of bidding, and confirmation of the design of such logo shall be provided to the Supplier at the time of contract award.

7.	Patient Information leaflets and package inserts	7.1	Every pack must have Patient Information Leaflets (PILS), instructions inserted inside package printed in English language or any other language as per stipulated in BDS
8	Shelf Life	8.1	Therapeutic Goods must have long shelf life/expiry more than 12 months or 70% in case of imported product and 85% in case of locally manufactured product, but not less than 12 months in any case. Supply Chain Management Directorate shall make decision regarding any relaxation in shelf life/ expiry date.
9.	Testing Verification procedure	9.1	After delivery of drug Medicine at Supply Chain Management Directorate Premises, PA may send sample from each batch to Central Drug testing Laboratory (CTDL) or Drug testing Laboratory for testing. The inspection committee constituted by Supply Chain Management Directorate shall inspect the quantity, specification of therapeutic goods after receipt of standard quality report from CDTL/DTL concerned if required. The cost of lab tests shall be borne by the supplier.
		9.2	In Case of substandard report of any batch, the supplier has the right to go for relevant appellate forum. If it is again declared substandard, the supplier will be bound to resupply the entire fresh stock of that batch free of cost within the reasonable time period to be intimated by the Supply Chain Management Directorate but not later than 30 days from date of intimation, which will be subject to completion of all testing and verification formalities, at the parallel the case will also be forwarded to DRAP for legal action as per Drug Act 1976, DRAP Act 2012 and Rules made thereunder for the disposal of substandard stock.
		9.3	The Supply Chain Management Directorate after examination stock can reject, even if it is declared of standard quality by CDTL/DTL, if not found according to approved sample and other technical specification like packaging, labeling, printing and quantity etc.
10	Transport of temperature sensitive pharmaceuticals	10.1	For procurement of pharmaceuticals which are to be stored at specific temperature shall require controlled temperatures during transportation. Sufficient arrangement shall be made to transport the required therapeutic goods in specific temperature.
11.	Standards of Quality Control for Supply	11.1	The successful Supplier will be required to furnish to the HIT Hospital: (a) With each consignment, and for each item a DRAP certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit, and other tests, as applicable to the Therapeutic Goods being supplied and the manufacturer's certificate of analysis; (b) Assay methodology of any or all tests if requested; (c) Evidence of bioavailability and/or bio- equivalence for certain critical Therapeutic Goods upon request. <i>This information would be supplied on a strictly confidential basis only; and</i> (d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
		11.2	The Supplier will also be required to provide the HIT Hospital with access to its manufacturing facilities to aspect the compliance with the GMP requirements and quality control mechanisms.

SECTION - F
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. **Parameters (Project Technical Evaluation)**

Ser	Description	Max Points	Marks Obtained
(1)	a. Proof of Manufacturing of Quoted items. b. Authorized Distribution Certificate. c. If no documentary evidence is provided the firm would be rejected (Mandatory)	10	
(2)	Should have experience of supply of quoted items to tertiary care Hospitals for minimum 3 years. Supporting documents to be attached (Mandatory)	10	
(3)	(Mandatory Clause) Minimum annual turnover of previous three financial years for tender participation should not be less than: a. Rs. 100 Mn for Medicines b. Rs. 50 Mn for Lab Kits/ equipment c. Rs. 20 Mn for Disposable	05	
(4)	Internal audit report for 3 years as a proof of sound financial background of firm	05	
(5)	Provision of samples with the quotation by opening date. The item would be rejected if a. Sample is not provided for quoted item b. Manufacturing Company is not in the top 20 of the manufactures list	10	
(6)	The Quoted items should be registered with DRAP, if applicable. (attach relevant documents)	05	
(7)	Undertaking on Rs.100 Judicial stamp duty verified by notary public to be provided being the firm to honor the response time for warranty / replacement within 72	05	

	hours when informed by hospital		
		Total	50

Mandatory:- Deficient documents to be provided within two working days of tender opening date, otherwise the Firm would be rejected.

SECTION - G
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]*

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

COMMERCIAL OFFER
Price Schedule

Therapeutic Goods Manufactured Pakistan, or to be Imported

Purchaser's Country _____		Currencies in accordance with ITB 17						Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Therapeutic Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Therapeutic Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 16.7)	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of therapeutic Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

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]*

PART II
CONDITIONS OF THE CONTRACT

SECTION - H:
GENERAL CONDITIONS OF THE CONTRACT
(GCC)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			a. “Authority” means Public Procurement Regulatory Authority.
			b. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 34 hereunder.
			c. The “Contract” means the agreement entered into between the Supply Chain Management Directorate and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			e. “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			f. “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			g. The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.
			i. “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Consignee address under Contract.
			j. “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Supply Chain Management Directorate upon fulfillment of the conditions precedent stipulated in GCC Clause 3 .
			k. “Related Services” means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			l. “GCC” means the General Conditions of Contract contained in this section.
			m. “Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC .
			n. “SCC” means the Special Conditions of Contract.
			o. “Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Supply Chain Management Directorate and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC .
			p. “Project Name” means the name of the project stated in SCC .
			q. “Day” means calendar day.
			r. “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
			s. “End User” means the organization(s) where the goods will be used, as named in the SCC .

		t.	“Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
		u.	“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
		v.	“Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Hospital.
		w.	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Supply Chain Management Directorate.
2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: a. Form of Contract, b. Special Conditions of Contract, c. General Conditions of Contract, d. Letter of Acceptance, e. Certificate of Contract Commencement f. Specifications g. Contractor's Bid, and h. Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a. Submission of performance Security (or guarantee) in the form specified in the SCC ; b. Furnishing of Advance Payment Unconditional Guarantee.

		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Supply Chain Management Directorate is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Supply Chain Management Directorate shall be written in the language specified in SCC . The version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC .
6.	Country of Origin	6.1	The origin of Therapeutic Goods (Pharmaceuticals) and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The Therapeutic Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
8.	Joint Venture Consortium or Association	8.1	If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser
9.	Contract Documents	9.1	Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
10	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	10.1	The Supplier shall not, without the Supply Chain Management Directorate's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Supply Chain Management Directorate in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		10.2	The Supplier shall not, without the Supply Chain Management Directorate's prior written consent, make use of any document or information enumerated in GCC Clause 10.1 except for purposes of performing the Contract.
		10.3	Any document, other than the Contract itself, enumerated in GCC Clause 10.1 shall remain the property of the Supply Chain Management Directorate and shall be returned (all copies) to the Supply Chain Management Directorate on completion of the Supplier's performance under the Contract if so required by the Supply Chain Management Directorate.

		10.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
11	Patent and Copy Rights	11.1	The Supplier shall indemnify the Supply Chain Management Directorate against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Therapeutic Goods or any part thereof in Pakistan.
		11.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Supply Chain Management Directorate by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Supply Chain Management Directorate directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
12	Scope of Supply	12.1	The therapeutic Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements
13	Performance Guarantee	13.1	The Performance Guarantee shall be provided to the Supply Chain Management Directorate no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Supply Chain Management Directorate, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC .
		13.2	The proceeds of the Performance Guarantee shall be payable to the Supply Chain Management Directorate as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		13.3	The Performance Guarantee shall be in one of the following forms:
		a.	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Supply Chain Management Directorate; or
		b.	A cashier's or certified check.
		13.4	The performance guarantee will be discharged by the Supply Chain Management Directorate and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC .
14	Supplier's Responsibility	14.1	The Supplier shall supply all the Therapeutic Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 17
15	Inspections and Test	15.1	The Supply Chain Management Directorate or its representative shall have the right to inspect and /or to test the therapeutic Goods to confirm their conformity to the Contract specifications at no extra cost to the Supply Chain Management Directorate. SCC and the Technical Specifications shall specify what inspections and tests the Supply Chain Management Directorate shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.

		15.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Therapeutic Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Supply Chain Management Directorate.
		15.3	Should any inspected or tested Therapeutic Goods fail to conform to the Specifications, the Supply Chain Management Directorate may reject the Therapeutic Goods, and the Supplier shall replace the rejected Therapeutic Goods to meet specification requirements free of cost to the Supply Chain Management Directorate.
		15.4	The Supply Chain Management Directorate's right to inspect, test and, where necessary, reject Therapeutic Goods after its arrival in the Supply Chain Management Directorate's country shall in no way be limited or eared by reason of the Therapeutic Goods having previously been inspected, tested, and passed by the Supply Chain Management Directorate or its representative prior to the Therapeutic Goods' shipment from the country of origin.
		15.5	Nothing in GCC Clause 13 shall in any way release the supplier from any warranty or other obligations under this Contract.
16	<u>Packing</u> For HIT Hospital only should be clearly stamped on it	16.1	The supplier shall provide such packing of the Therapeutic Goods as required in the Technical Specification of the Bidding Documents to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Therapeutic Goods final destination and the absence of heavy handling facilities at all points in transit.
		16.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Supply Chain Management Directorate.
	Delivery and Documents	17.1	Documents to be submitted by the Supplier are specified in SCC .
20	Related Services	20.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :
		a.	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Therapeutic Goods;
		b.	Furnishing of tools required for assembly and/or maintenance of the supplied Therapeutic Goods;
		c.	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Therapeutic Goods;
		d.	Performance or supervision or maintenance and/or repair of the supplied Therapeutic Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e.	Training of the Supply Chain Management Directorate's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation,

			maintenance, and/or repair of the supplied Therapeutic Goods.
		20.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Therapeutic Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
21	Warranty/ Defect Liability Period	21.1	The Supplier warrants that the Therapeutic Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Therapeutic Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Supply Chain Management Directorate, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Therapeutic Goods in the conditions prevailing in Pakistan.
		21.2	This warranty shall remain valid for a period specified in the SCC after the Therapeutic Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC .
		21.3	The Supply Chain Management Directorate shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
22	Payment	22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
		22.2	The Supplier's request(s) for payment shall be made to the Supply Chain Management Directorate in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.
		22.3	Payments shall be made promptly by the Supply Chain Management Directorate, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Supply Chain Management Directorate makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
		22.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		22.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 22.4
23	Prices	23.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

		23.2	Prices charged by the Supplier for Therapeutic Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Supply Chain Management Directorate's request for Bid Validity extension, as the case may be.
24	Change Orders	24.1	The Supply Chain Management Directorate may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
		a.	Drawings, designs, or specifications, where Therapeutic Goods to be furnished under the Contract are to be specifically manufactured for the Supply Chain Management Directorate;
		b.	The method of shipment or packing;
		c.	The place of delivery; and/or
		d.	The Services to be provided by the Supplier.
		24.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Supply Chain Management Directorate change order.
		24.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
25	Contract Amendments	25.1	Subject to GCC Clause 24 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
26	Assignment	26.1	Neither the Supply Chain Management Directorate nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
27	Sub-contracts	27.1	The Supplier shall consult the Supply Chain Management Directorate in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		27.2	Subcontracts must comply with the provision of GCC Clause 5 .
28	Delays in the Supplier's Performance	28.1	Delivery of the Therapeutic Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Supply Chain Management Directorate in the Schedule of Requirements.
		28.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Therapeutic Goods and performance of Services, the Supplier shall promptly notify the Supply Chain Management Directorate in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Supply Chain Management Directorate shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

		28.3	Except as provided under GCC Clause 31 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 29 , unless an extension of time is agreed upon without the application of liquidated damages.
29	Liquidated Damages	29.1	Subject to GCC Clause 31 , if the Supplier fails to deliver any or all of the Therapeutic Goods or to perform the Services within the period(s) specified in the Contract, the Supply Chain Management Directorate shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Therapeutic Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Supply Chain Management Directorate may consider termination of the Contract.
30	Termination for Default	30.1	The Supply Chain Management Directorate or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		30.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a.	the Supplier fails to deliver any or all of the Therapeutic Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Supply Chain Management Directorate; or
		b.	the Supplier fails to perform any other obligation(s) under the Contract;
		c.	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC ;
		d.	the supplier has abandoned or repudiated the contract.
		e.	the Supply Chain Management Directorate or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f.	a payment is not paid by the Supply Chain Management Directorate to the Supplier after Number of days Specified in SCC from the due date for payment;
		g.	the Supply Chain Management Directorate gives Notice that Therapeutic goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Supply Chain Management Directorate; and
		h.	if the Supply Chain Management Directorate determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		30.3	For the purpose of this clause:
			Corrupt and Fraudulent Practice in respect of procurement process, shall be either one or any combination of the practices including,-
		a.	"coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
		b.	"collusive practices" which means any arrangement between two or more

			parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
			<p>c. "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>d. "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</p> <p>e. "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract..</p>
		30.4	In the event the Supply Chain Management Directorate terminates the Contract in whole or in part, the Supply Chain Management Directorate may procure, upon such terms and in such manner as it deems appropriate, Therapeutic Goods or Services similar to those undelivered, and the Supplier shall be liable to the Supply Chain Management Directorate for any excess costs for such similar Therapeutic Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
31	Termination for Force Majeure	31.1	<p>Notwithstanding the provisions of GCC Clauses 29, and, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.</p>
		31.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Supply Chain Management Directorate in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32	Termination for Insolvency	32.1	The Supply Chain Management Directorate may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Supply Chain Management Directorate.
33	Termination for Convenience	33.1	The Supply Chain Management Directorate, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Supply Chain Management Directorate's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		33.2	The Therapeutic Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Supply Chain Management Directorate at the Contract terms and price. For the remaining Goods, the Supply Chain Management Directorate may elect:
		a.	To have any portion completed and delivered at the Contract terms and prices; and / or
		b.	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Therapeutic Goods and Services and for materials and parts previously procured by the Supplier.
34	Disputes Resolution	34.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		34.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
35	Procedure for Disputes Resolution	35.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
		35.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		35.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC .
36	Replacement of Arbitrator	36.1	Should the Arbitrator resign or die, or should the Supply Chain Management Directorate and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
37	Limitation of Liability	37.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement,
		a.	The supplier shall not be liable to the Supply Chain Management Directorate, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any

			obligation of the Supplier to pay liquidated damages to the Supply Chain Management Directorate; and
			b. The aggregate liability of the Supplier to the Supply Chain Management Directorate, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Supply Chain Management Directorate with respect to patent infringement.
38	Notices	38.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .
		38.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
39	Effectiveness of the Contract	39.1	Unless otherwise specified in the SCC, the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the Purchaser's Country that the Therapeutic Goods have been registered for use in the Supply Chain Management Directorate's Country.
		39.2	If thirty (30) days, or such longer period specified in the SCC, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 39.1 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's Performance Security shall be promptly returned.
40	Extension	40.1	If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Therapeutic Goods or completion of Related Services, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
		40.2	Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 29, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 39.1
41	Taxes and Duties	41.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		41.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Supply Chain Management Directorate shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		41.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Supply Chain Management Directorate.

PART II
CONDITIONS OF THE CONTRACT

SECTION - I
SPECIAL CONDITIONS OF THE CONTRACT
(SCC)

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1. The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<u>Definitions (GCC 1)</u>		
1.	1.1	The Supply Chain Management Directorate is: <i>[Name and address]</i>
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: <i>[write the name of title or project]</i>
<u>Governing Language (GCC 4)</u>		
4.	4.1	The Governing Language shall be English
<u>Applicable Law (GCC 5)</u>		
5.	5.1	The Applicable Law shall be: Laws of the
<u>Country of Origin (GCC 6)</u>		
6.	6.1	Country of Origin is
<u>Performance Security (or guarantee) (GCC 13)</u>		
7.	13.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: <i>[below the ten (10) percent of the Contract Price]</i>
8.	13.4	After delivery and acceptance of the Therapeutic Goods, 5% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 21.2 .
<u>Inspections and Tests (GCC 15)</u>		
9.	15.1	Inspection and tests prior to shipment of Therapeutic Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Therapeutic Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Supply Chain Management Directorate in order to ensure that the Therapeutic goods are manufactured in compliance with the contract.
<u>Packing (GCC Clause 16)</u>		
10.	16.2	The following SCC shall supplement GCC Clause 16.2 : The Therapeutic Goods shall be packed properly in accordance with standard export packing specified by the Supply Chain Management Directorate in the Technical Specification.
Mention Hospital	HIT	
<u>Delivery and Documents (GCC Clause 17)</u>		
11.	17.1	For Therapeutic Goods from within Pakistan: Upon delivery of the Therapeutic Goods to the transporter, the Supplier shall notify the Supply Chain Management Directorate and mail the following documents to the Supply Chain Management Directorate: a. one original plus four copies of the Supplier's invoice showing Therapeutic Goods' description, quantity, unit price, and total amount; b. delivery note, railway receipt, or truck receipt; c. Manufacturer's or Supplier's warranty certificate; d. inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and e. Certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Supply Chain Management Directorate before arrival of the Therapeutic Goods and, if not received, the Supplier will be responsible for any consequent expenses.

	Related Services (GCC Clause 20)	
13.	20.1	Related services to be provided are:- a. Placement / Installation and maintenance of machine. b. Placement on reagent rental basis <i>[Selected services covered under GCC Clause 16 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
	Warranty (GCC Clause 21)	
14.	21.2	In partial modification of the provisions, the warranty period 12 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: a. pay liquidated damages to the Supply Chain Management Directorate with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
15.	21.4 & 21.5	The period for correction of defects in the warranty period is 12 months
	Payment (GCC Clause 22)	
16.	22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
		Payment for Goods and Services supplied from within Pakistan: Payment for Therapeutic Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:
	Partial delivery partial payments	a. On Acceptance: The remaining 100% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Supply Chain Management Directorate.
	22.2	Rate to be used for paying the Supplier's interest on the late payment made by Supply Chain Management Directorate shall be <i>[insert: rate]</i> .
	Prices (GCC 23)	
17	23.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>[To be inserted only if price is subject to adjustment.]</i>
	Liquidated Damages (GCC Clause 29)	
18.	29.1	Applicable rate: <i>[1% per month]</i> Maximum deduction: is equal to the performance security. Note: <i>0.1 to 0.2 per cent per day of undelivered materials/good's value.</i>
	Procedure for Dispute Resolution (GCC Clause 34)	
19.	34.3	Dispute Resolution a. For Contracts to be entered with foreign Contractor/ Service Provider: All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. b. For Contracts to be entered with nationals of Pakistan: (1) If any dispute of any kind whatsoever shall arise between the Supply Chain Management Directorate and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a

		<p>notice sent by one Party to the other Party in this regard.</p> <p>(2) At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p> <p>(3) At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in [<i>Insert name of the city</i>] and proceedings will be conducted in – [<i>Specify language</i>] language.</p> <p>(4) The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>(5) Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>(6) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Supply Chain Management Directorate shall pay the Supplier any monies due to the Supplier.</p>
	Notices (GCC Clause 38)	
20.	38.1	<p>— Supply Chain Management Directorate’s address for notice purposes:</p> <p>—Supplier’s address for notice purposes:</p>
	Effectiveness of the Contract (GCC Clause 39)	
21.	39.1	The Effective Date of the Contract is [<i>insert: date of Contract signing if EITHER: (i) the Therapeutic Goods have already been registered at the time of Contracting signing OR (ii) registration of the Therapeutic Goods is not a requirement under the Applicable Law. Otherwise, delete and insert “NOT USED.”</i>]
	39.2	The time period shall be [<i>insert: a number greater than 30] days. [If not used, delete and insert “NOT USED.”</i>]

PART II
CONDITIONS OF THE CONTRACT

SECTION - J:
CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20____ between [*name and address of Supply Chain Management Directorate*] of Pakistan (hereinafter called “the Supply Chain Management Directorate”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Supply Chain Management Directorate invited Bids for certain Therapeutic goods (Pharmaceuticals) and related-services, viz., [*brief description of therapeutic goods and services*] and has accepted a Bid by the Supplier for the supply of those therapeutic goods and related services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of Contract;
 - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Supply Chain Management Directorate’s Letter of Acceptance; and
 - (h) [*add here: any other documents*]
3. In consideration of the payments to be made by the Supply Chain Management Directorate to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Supply Chain Management Directorate to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Supply Chain Management Directorate hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Supply Chain Management Directorate)

Witness to the signatures of the Supply Chain Management Directorate:

.....

Signed, sealed, delivered by _____ the _____ (for the Supply Chain Management Directorate)

Witness to the signatures of the Supplier:

Performance Guarantee Form

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

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of therapeutic goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

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

[Buyer]

[Seller/Supplier]

DECLARATION CERTIFICATE

1. It is certified that M/s _____ participate for tender no _____
FY _____. There is no blood relative of this company (Firm) is held in Heavy Industries Taxila
and also this Company has no any contact / relationship with Heavy Industries Taxila employees before
/after participating of said bid.
2. This Certificate is signed by CEO / MD of this Company, any legal action will be taken by your
organization if found any ambiguity.

CEO/MD

Name Company firm

STANDARD BIDDING DOCUMENT

Procurement of Therapeutic Goods

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)

FOR

Procurement of X-Ray Film & Lohexol (Radiology Deptt) for HIT Hospital

Bid No. 5171/IT- 6903/2026-27/X-Ray Film & Lohexol/FOR//Med/SCM dated _____ Jun 2026



Bid Submission Date: _____ 2026 at 1030 hours

Bid Opening Date : _____ 20256 at 1100 hours

SUPPLY CHAIN MANAGEMENT DIRECTORATE
HEAVY INDUSTRIES TAXILA, TAXILA CANTT

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HEAVY INDUSTRIES TAXILA
TENDER NOTICE

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 and MoDP rules: -

Tender No	Nomenclature	A/U	Qty	Delivery Period	Last date of Collection of Tender Documents	Date and time of Tender	
						Submission	Opening
IT-6903	Procurement of X-Ray Films & Lohexol (Radiology Deptt) Detail as per Annexure "A"	Attached at Annexure "A"		2 x Months after Signing of Contract	<i>No physical collection involved (information available on PPRA and HIT website)</i>	15 July 2026 at 10:30 AM	15 July 2026 at 11:00 AM

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

- (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 100 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 3,000/-** should be enclosed with Technical Bid in favour of Director Supply Chain Management, HIT Taxila.

NOTE:

TENDER CLAUSES AND ITEMS SPECIFICATION

In case of any query regarding Tender / Specification, firms must call following officials addresses and Telephone number or send letter for clarification well before the bid opening date.

a. **Supply Chain Management Directorate**

Tel: (051) 9315333 Ext 63215

Fax: (051) 9315029

Email: scm.fo-hit@margallahil.com

b. **Hospital**

Tel: 051-9315333 Ext 66180

Fax: 051-9315028

Email: _____

HEAVY INDUSTRIES TAXILA



**Bid No. 5171/IT-6903 /2026-27/FOR/X-Ray Films & Lohexol /Radiology Deptt/Med/SCM dated
17 June 2026**

For
Procurement of X-Ray Films & Lohexol (Radiology Deptt)

Date: 17 June 2026

1. This Invitation to Tender (IT) follows the Procurement Notice (PN) or Procurement Advertisement (PA) for the subject procurement which will appear in 2 x newspaper (1 x English and 1 x URDU) on _____ June 2026.
2. The Heavy Industries Taxila now invites sealed bids from eligible Suppliers for the **Procurement of X-Ray Films & Lohexol /Radiology Deptt**. 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 AM, 15 Jul 2026	Tender Box available at Gate No 5
b.	Bid opening (Technical)	11:00 AM, 15 Jul 2026	Venue Supply Chain Management Directorate HIT Taxila
c.	Pre Bid Meeting	1000 hrs at 08 July 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, Heavy Industries 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 **61 x pages** and comprises following forms: -
- a. **Section – A**. Invitation letter and general instructions to the firms.
 - b. **Section – B**
 - (1) **Part – I**. Bid Data Sheet
 - (2) **Part – II**. General terms / conditions governing the contract
 - (3) **Part –III**. Standard Terms and condition / technical specifications.
 - c. **Section - C**. Firms' response as well as essential forms to be submitted.
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**

GENERAL INSTRUCTIONS

Mandatory Conditions for IT

1. This tender contains some **MANDATORY CONDITIONS** (marked in bold capitals), which if not agreed in essence shall render the offer Null-and-Void without any legal ramification to the offeree. No counter-offer of any **MANDATORY CONDITION** shall be accepted.

- a. No reference, written / oral will be made in the Bidding Documents or during the bidding process, of any previous contract concluded between the firm and the Procuring Agency or the firm with any other Procuring Agency inside or outside the territory of Pakistan.
- b. Any deviation (except for the **MANDATORY CONDITIONS**) due to non- acceptance of IT conditions should be highlighted along-with the firm's changed offer / conditions. Bid may, however, be liable to rejection due to non-acceptance of any one or more conditions outlined by the Purchaser in this IT.

Eligibility of Firms

2. The bidding shall be conducted in line with the procedure as elaborated in the DPP&I-35 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the MoDP (from time to time) and is open to all the potential bidders. Eligibility criteria laid down in the DPP&I-35 will be followed strictly. Key points are as under: -

- a. **Ineligible Countries.** India and Israel.
- b. **Ineligible Firms.** A firm will be ineligible if: -
 - (1) Declared bankrupt / insolvent;
 - (2) Payments in favour of the firm is suspended in accordance with the judgment of a court of law;
 - (3) Legal proceedings are instituted against a firm involving an order suspending payments and which may result in declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
 - (4) The firm or its management / administration is convicted, by a final judgment, of any offence involving professional conduct;
 - (5) Firm is blacklisted and debarred due to corrupt and fraudulent practices, or performance failure or breach of bid securing declaration.
 - (6) A firm which has defaulted on two or more contracts with any of the Services Headquarters (HQ) and Defence Production Entities (DPEs) until the satisfactory conclusion of the contract.

Note: Administrative / legal action will be taken against an ineligible firm, if it participates in the tender.

Preparation and Delivery of Bid

3. **Validity of Bid (Mandatory Condition).** Bids shall be valid for 180 x days extendable to 210 x days from the date of opening of the Financial Proposal. This must be indicated in the Technical as well as the Financial Proposals.

4. **Late Submission.** Bids received after the appointed time will **NOT** be entertained and regarded as "**POST BID OFFER**". The appointed time will, however, fall on the next working day in case of closed / forced holiday. HIT will not accept any excuse of delay occurring in the post.

5. **Delivery of Bids.** The firms shall submit offer in two separate envelopes i.e., **Technical Proposal envelope, Financial Proposal envelope.**

- a. **Technical Proposal**
 - (1) The offer should contain all the relevant specifications in duplicate without prices. “**Technical Proposal**”, “**Tender Number**” and “**date of opening**” should be clearly marked on the face of the envelope. **Soft copy** of the Technical Proposal will be provided inside the Technical Proposal envelope preferably in the form of CD.
 - (2) Copy of the muted bid security / Earnest Money envelope (**hiding the actual amount**) will be placed inside the “**Technical Proposal**” envelope.
- b. **Financial Proposal**. Only one copy of the offer (in original) indicating prices quoted in figures as well as in words along-with essential literature / brochure as per itemized cost as per format at “**Schedule to Price Section - B**” be provided. “**Financial Proposal**”, “**Tender Number**” and “**date of opening**” should be clearly marked on the face of the envelope. The **actual bid security / Earnest Money** showing the amount will be placed inside the envelope of the “**Financial Proposal**”.
- c. Both these offers will be sealed in separate envelopes, each bearing the stamp / signature of the bidder. Thereafter, both the envelopes (**Technical Proposal and Financial Proposal**) will be placed in one envelope (**second cover**) duly sealed, stamped, and signed. This cover should bear the **address of Heavy Industries Taxila, Tender number / date and IT opening date as under :-**
- d. To: Lieutenant Colonel Muhammad Shuja Chaudhry
Assistant Director Supply Chain Management, Supply Chain Management Directorate
Gate No 05, Heavy Industries Taxila
IT Number: **5171/ IT/6903 /2026-27/FOR/ X-Ray Films & Lohexol /Radiology Deptt dated 17 June 2026**
Tender / Bid Submission Date / Time: **15 Jul 2026 at 10:30 AM**
Tender / Bid Opening Date / Time: **15 Jul 2026 at 11:00 AM**
- e. **Postal Order**. Postal order of Rs 2,000/- should be enclosed with Technical Bid in favour of Director Supply Chain Management.

Participation and Opening of IT

6. **Participation in Bid Opening**. IT will be opened in the presence of firms authorized representatives, who choose to attend the activity of opening of tenders on the assigned date, time and place.
 - a. Firms should send a representative with the knowledge of the content of the Bid who shall verify the information read out from submitted documents. Failure to send a representative or to point out any un-read Information by the firm’s representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bid.
 - b. Representative should be a responsible authority and permitted signatory, competent to negotiate and sign the contract on the behalf of the supplier / firm, if required.
 - c. The firms’ representatives shall sign attendance sheet as proof of their attendance. Omission of firm’s signature on the record shall not invalidate the contents and affect the record.
7. **Opening of Tenders**. Tender will be opened as per the procedures laid down in DPP&I-35 / HIT and at least thirty (30) minutes after the time specified for the submission of tender. In case of closed / forced holidays, tender opening time will be considered the same on the next working day.
 - a. Technical Proposal i.e. without prices will be opened on the day of tender opening and will be sent for the Technical Scrutiny.
 - b. The “**Financial Proposal**” will be opened, when the Technical Proposal is accepted

by the technical authorities. The date of opening for “**Financial Proposal**” will be intimated to the firm in advance.

- c. The Financial Proposal will be returned to the firm un-opened along with the Bid Security / EM if the Technical Proposal is not technically accepted.

8. **Withdrawal of Offer**. Bidder cannot withdraw the offer before signing of the contract and within the validity period of offer. Any firm withdrawing its offer within the validity period can be placed under embargo for upto three year and the Bid Security / EM will be forfeited. Any change in the original IT condition will also be construed as withdrawal of offer.

9. **Rights Reserved**. HIT reserves the full rights to accept, reject or cancel all the offers including the lowest without assigning any reason.

Acceptance of Bids

10. Bids technically approved by the Technical Scrutiny Committee will be accepted. In addition, Bids not opened and not read out at the tender opening shall not be considered further for evaluation.

Bid Security / Earnest Money (EM)

11. The Bid Security / EM will be in the form of a CDR / Bank Draft / Pay Order in the favour of Director Supply Chain Management, Heavy Industries Taxila, for the amount in Pakistan Rupees for FOR cases or equivalent US\$ for FOB cases. Bid Security in the form of crossed cheque / cheques shall be liable for rejection. Rates are as under: -

- a. **Prequalified/Registered/ Indexed Firms/ Pre-qualified Firms**. 2% of the quoted value subject to the maximum ceiling of Rs. **0.5** million.
- b. **Pre-qualified/Registered/ Pre-qualified but Un-indexed Firms**. 3% of the quoted value subject to the maximum ceiling of Rs. **0.75** million.
- c. **Unregistered/Un-indexed Firms**. 5% of the quoted value subject to the maximum ceiling of Rs. **1** million.

12. The muted Bid Security / Earnest Money envelope will be opened with the Technical Proposal. Technical Proposals received without Bid Security/Earnest Money or not as per the stipulated amount shall be liable to rejection.

13. **Return of Bid Security / Earnest Money**. In case a firm not qualifying during the technical scrutiny, its Financial Proposal (unopened) along with the Bid Security/ Earnest Money will be returned within 60 working days on receipt of the Technical Scrutiny Report. In case a firm qualifies during the technical scrutiny, the Bid Security/ Earnest Money will be returned after signing of the contract and on submission as well as confirmation of the Performance Bank Guarantee and Advance Bank Guarantee.

14. **Evaluation of Firm / Qualification Criteria**. **Qualified Bidder**, with **Least Cost** will be **awarded the Contract**. Participating firms should meet the scoring criteria described at para 15 of Section – B (Part –I) and detail scoring mentioned at **Annexure B**.

Pre-qualification/Registration of Firm

15. **Documents**. Details of information to be furnished / attested copies of the documents to be attached with the bids are as under: -

- a. **Firms Registered with the HIT**. A copy of the HIT’s registration / renewal letter / indexation/ additional indexation letter as applicable; and the HIT’s letter showing their financial capability. Valid Principal / Agency Agreement in case of agent firm.
- b. **Unregistered Firms**. A copy of the Bank Statement of the last one year.
- c. **Local Firms**. A copy of the Registration Certificate issued by the Sales Tax Department, and a copy of the CNIC of MD of the firm. Local firms will mention “Income Tax Number” on the offer.

- d. **Foreign Firms.** Passport copy of the MD of the firm and a copy of the Registration Certificate issued by the respective Department of Commerce authorizing export of offered stores. The foreign firms will mention their Registration Number on the offer.

16. In case a non-prequalified / unregistered / un-indexed firm wins a contract, the firm will deposit following documents for provisional pre-qualification before the award of the contract: -

Ser	Foreign Supplier
a.	Three filled copies of SVA-8124 particular of firm.
b.	Three filled copies of SVA-8124-A of each member of management.
c.	Three photocopies of resident card or equivalent identification card for each member of management.
d.	Three PP size photographs for each member of management.
e.	Challan Form (*).
f.	Financial Standing / Audit Balance Sheet.
g.	Photocopy of Passport.
h.	Authorization letter from the MD/ CE in case contract is being signed by another person on his behalf.
i.	Agency Agreement in case of trading house/ company/ exporter/ stockiest etc.

Note:

(*) Original copy of challan form for local suppliers / firms for **Rs 7500/-** is to be deposited in the Govt treasury against account no. Main Head-21, Sub Head-"A", Miscellaneous Code Head (0189407) in any of the branches of National Bank of Pakistan or the State Bank of Pakistan.

17. Provisionally pre-qualified firm will apply to the Registration Section (Supply Chain Management Directorate, HIT) for formal registration / indexation within one month after signing of the contract along with receipt copy of **challan form for Rs.7500/-** (in original) deposited into the Govt treasury for local firm and US\$ 100/- for foreign firms. In addition, all other documents required as per the initial registration will be submitted by the Suppliers. In case of failure on the part of provisionally registered suppliers / firms not to submit the required documents or complete other required formalities for its formal registration, then suppliers / firms will not be allowed to participate in future tenders.

18. **Liaison Office (in Pakistan).** All the foreign firms, which are neither registered with HIT nor represented by a local agent, may establish a liaison office in Pakistan and get it registered with the HIT. Liaison office will only be registered for a valid and ongoing contract for the ease of correspondence, better interaction, coordination and for smooth execution of already awarded contract.

19. **Disqualification.** Offers are liable to rejection, if: -

- Offer is made through Fax / Email / Cable / Telex.
- Received later than appointed / fixed date and time
- Contradicting to binding terms
- Not agreeing to the **MANDATORY CONDITIONS** of ITB.
- Offers found conditional or incomplete in any respect.
- Postal order as per para - 5d above **NOT** attached with offer.
- Section - B** and **Section - C** duly signed and stamped by authorized signatory **NOT** received with the offers.
- Manufacturer's relevant brochures and technical details on major equipment assemblies **NOT** attached in support of specifications; or
- If the Agency Agreement is expired (for agent firms only) provided that OEM confirms on its letter head that it is under process and being issued to the same agent firm within a specified timeframe before signing of the contract. Also see relevant

clauses of the DPP&I-35 dealing with the registration of an agent firm and the Agency Agreement.

- j. Bid Security NOT mentioned in the Technical Proposal.
 - k. If validity of offer is NOT quoted as specified in para-3 above or made subject to confirmation later.
 - l. Tender specifications / requirement not conforming in general (except **MANDATORY CONDITION**) which have to be agreed.
 - m. Multiple offers.
 - n. There is any deviation from General /Special / Technical Instructions provided.
 - o. Offers (Financial / Technical) containing non-initialed / unauthenticated amendments / corrections / overwriting.
20. ~~All applicable taxes and duties, freight / transportation and insurance charges (in case of C&F / CIF / CIP etc) are NOT indicated separately as per required price breakdown mentioned at **Annexure C** to **Section – B**.~~
- a. Multiple rates are quoted against one item.
 - ~~b. The Financial Proposal against FOB / CIF tender quoted in local currency.~~
 - c. If offer is found to be based on cartel action in connivance with other sources / participants of the tender.
 - d. In case breakup cost / conditions of offer are not as per IT conditions (referto **Annexure C** to **Section – B**).
 - e. If OEM and Principal's names and complete addresses are not mentioned.
 - f. Authorization from the OEM to the agent to sign the contract on his behalf (for agent firms only).

Official Secret Act / Non-Disclosure Agreement

21. All matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secret Act, 1923. The firms are requested to ensure complete secrecy regarding the documents and the stores concerned with the enquiry and to limit the number of employees having access to this information. The bidder / supplier will sign Non-Disclosure Agreement as per format at **Annexure D** to this ITB.

Redressal of Grievances

22. Any bidder feeling aggrieved by any act of this Procuring Agency after submission of bid and prior to the award of contract may lodge a written complaint to the Grievances Redressal Committee (GRC) constituted by the Procuring Agency under Rule-48 of PPRA -2004. Composition and procedure of the GRC is as under:-

a. **Composition**

(1) **President**. Director Technical (Dir Tech)

(2) **Members**

(a) Member Finance (MF)

(b) Director Supply Chain Management (Dir SCM)

(c) MD ex concerned user factory / Directorate

b. **Procedure**

(1) Bidder may lodge a written complaint addressed to Director Supply Chain Management not later than fifteen days after the announcement of bid

evaluation report under **Rule - 35 of PPRA - 2021**. Complaint received 15 days after the announcement of Bid Evaluation Report will not be entertained.

- (2) Decision of GRC shall be intimated to the complainant within 15 days of filing the written complaint.
- (3) Decisions of the GRC shall be binding on all the parties.
- (4) Bidders lodging an appeal must be clear that act of lodging a complaint shall not warrant suspension of procurement of procurement process.
- (5) Firm having malafide intentions of undermining the procurement process by lodging a complaint shall be liable to disciplinary action.
- (6) Firms will highlight specific grievance in the complaint to be addressed and will avoid unnecessary blame game.
- (7) Complaint must be personally signed by the authorized signatory and must be delivered through registered mail on the address mentioned in this document.

Miscellaneous

23. **Address**. Address for submission of Bids and lodging complaints to the GRC is as under:-

a. **Submission of Bid**

Lieutenant Colonel Muhammad Shuja Chaudhry

Assistant Director Supply Chain Management, Supply Chain Management Directorate

Gate No 05, Heavy Industries Taxila

Gate No 05, Heavy Industries Taxila

IT Number: IT Number: **5171/ IT/6903 /2026-27/FOR/ X-Ray Films & Lohexol /Radiology Deptt dated 17 June 2026**

Tender / Bid Submission Date / Time: **15 Jul 2026 at 10:30 AM**

Tender / Bid Opening Date / Time: **15 Jul 2026 at 11:00 AM**

Lodging Complaints

Brigadier Imran Nasir

Director Supply Chain Management

Heavy Industries Taxila, Taxila Cantt

Tel: (051) 9315333 Ext 63211

Fax: (051) 9315029

Email:

scm.for_hit@margallahil.com

PART – I

BID DATA SHEET (BDS)

(FIRMS WILL SUBMIT BDS DULY SIGNED AND STAMPED WITH TECHNICAL PROPOSAL)

IT No:	Bid No. 5171/ IT/6903 /2026/27/X-Ray Films & Lohexol /Radiology Deptt /SCM dated 17 June 2026
Procuring Agency:	Supply Chain Management Directorate, Heavy Industries Taxila, Taxila Cantt
Description of Stores:	Procurement of X-Ray Films & Lohexol (Radiology Deptt)

General		Firm's Response
1.	Description and quantity of stores:	As per " Schedule of Requirement " at Annexure A .
2.	Delivery Period:	02x Months after signing of contract
3.	Destination (consignee):	HIT Hosp, HIT Taxila
4.	Ineligible countries	India and Israel
5.	Eligibility of bidders	Bidder will render a certificate as per format at Annexure E that the firm is neither defaulter / blacklisted by any Government Organization directly or indirectly nor any investigation / interrogation was ever carried out against the firm by any Pakistani or overseas intelligence /investigation agency; and the firm is fully eligible as per the DPP&I-35 (Revised 2019) to offer bid.
6.	Criteria for price quotation	See Price Schedule (Financial Proposal) at Annexure C
Status of Registrations		
7.	Registered Firms	Bidders will attach attested a copy of " Registration Letter " and the valid Agency / Dealership / Distributor Agreement of the OEM, where applicable.
8.	Unregistered Firms	Unregistered bidders will attach attested a copy of valid Agency / Dealership / Distributor Agreement of the OEM, where applicable, as well as the latest edition of forms SVA-8121 as well as SVA-8121A in case of local firms and forms SVA-8124 as well as SVA-8124A in case of foreign firms.
Bidding Documents		
9.	Bid validity period	180x days after opening of financial offer
10.	Copies of IT documents to be submitted	One original along with one copy of technical bid

11.	Submission of offer	Firms shall submit offers in 2 x separate envelopes i.e. Technical Proposal envelope containing muted bid security / Earnest money and Commercial Proposal envelope containing proper Bid Security / Earnest Money envelope , both duly sealed in one large size envelope.			
12.	Technical proposal	The “ Technical Proposal ” shall include muted bank draft of bid security / Earnest Money; complete documents as per Section - B and Section - C duly completed, signed and stamped on each page; original Agency Agreement or Manufacturing Certificate, complete technical data, literature, ATP, sketches, brochure, proposal including specification as per IT.			
13.	Bid Security / Earnest Money	Firm will provide Bid Security / Earnest Money as per format at Annexure F respectively. After acceptance of the Technical Offer (where applicable), the Bid Security / Earnest Money envelop will be opened. In case Bid Security / Earnest Money is found correct, only then the Financial Proposal will be opened. In case Bid Security / Earnest Money is not found as per requirement, the Financial Proposal will be returned un-opened.			
14.	Changes in bidding documents	After opening of technical offer, no request for change of OEM, principal, address, model, conditions, specifications, deletion of items, part no, nomenclature, quantity, A/U, banking details for LC opening will be accepted else legal action will be initiated against the firm including blacklisting of firm along-with its management.			
15.	Evaluation Criteria (<i>detail scoring mentioned at Annexure B</i>)	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
Contractual Aspects and Life Cycle Support					
16.	Terms and Conditions of the	See Part II to Section – B.			

	contract		
17.	Technical specifications	See Part III to Section - B. Firm is to clearly endorse on the Technical Proposal that all IT specifications as per Annexure G are confirmed.	
18.	Details of samples to be submitted withbids, if required	N/A	
19.	Spare parts required	[specify number of years] of years of operation]. N/A	
20.	Spare parts and after sales service facilities in Pakistan	05 x Years	
21.	Purchaser's Right (MANDATORY CONDITION)	Government of Pakistan (represented) by Heavy Industries Taxila does not pledge himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the quantity offered. Please be notified that the tender does not constitute any obligation or commitments what-so-ever on the part of the Government of Pakistan to negotiate or conclude any or part thereof of the contract under any terms or conditions irrespective of the cost, lowest cost or any gradation of the cost. Government of Pakistan reserves the right to cancel the indent, tender or inquiry or to reject any offer or quotation without assigning grounds for its rejection.	
Award of Contract			
22.	Percentage of increase and decrease at the time of the award of contract	15% increase / decrease in quantities of stores at the time of signing of contract.	
23.	Additional requirement of stores after signing of contract	In case of additional requirement of the contracted item(s) in any quantity(s) within 03 x months from the date of signing the contract, these will be completely supplied on discounted rates but not exceeding the ongoing contract rates. The rates offered, however, shall not be increased for at least 03 x months from the effective date of contract.	

PART-II
TERMS AND CONDITIONS GOVERNING THE CONTRACT
(LEGAL AND ADMINISTRATIVE)

Caution. You may say “**Complied / Not Complied**” to conditions / clauses mentioned in the succeeding **Part-II & III** of this Section - B and tick the relevant check box given after each condition, except for the **MANDATORY CONDITIONS**. In case of disagreement, suggest option / alternative course for consideration by this office but it will not be binding on this office to accept the same.

Ser	Clause	Firm's Reply (Complied / Not-Complied / Partially Complied)	Firm's Reply / Remarks
1.	<u>Delivery Schedule.</u> Total duration of contract will be 24 x months after signing of contract and percentage of payment will be linked with the value of deliverables against completion of respective milestones. Exact details of each milestone along with corresponding activities and delivery schedule are to be provided as per Annexure A (Schedule of Requirement and Delivery) and mutually finalized during contract negotiations.		
2.	<u>Terms of Payment</u> 2.1 100% payment on accepted goods within one month of delivery will be made by the CMA (DP) Rwp / CMA (HIT) Taxila Cantt to firm on production of following documents:- a. Firm's pre-receipted bill duly affixed with revenue stamp. b. Consignment receipt certificate and acceptance inspection note from project. c. Professional Tax Payment and Active Tax Payer certificate of current fiscal year. 2.2. Partial payment against partial deliveries will not be allowed.		
3.	<u>Payment to the Principal and Agent.</u> Cost of 100% stores will be paid to the Principal through LC in accordance with the milestones mentioned above; however, maximum upto 4% Agent Commission will be paid in Pakistan Currency by CMA (HIT) to the agent as per the Agent Commission Clause.	Not Applicable	
4.	<u>Security Deposit / Bank Guarantee (BG).</u> BG will be provided from the LC opening Bank or any scheduled Bank of the State Bank of Pakistan on judicial stamped paper / e-stamp paper worth Rs 100.00 in favour of CMA (HIT) / CMA (DP). Provision of following unconditional and irrevocable BGs is a MANDATORY CONDITION: - a. <u>Advance Bank Guarantee (if any).</u> ABG, if any, equivalent to the amount of the advance payment (maximum upto 20% of the contract value) within 30 days of the signing of the contract. The ABG will be enforceable from the date of issuance and remain valid for 60 x days beyond the CRV of the last CRC. Format of ABG is at Annexure H.		

	<p>b. Performance Bank Guarantee (PBG). PBG equivalent to 05% of the contract value will be provided by the supplier along with the signed copy of the contract. The PBG will remain valid for upto 24x Months beyond the delivery period of last CRC / CRV. Format of PBG is at Annexure I.</p> <p>c. Warranty Bank Guarantee (WBG). WBG equivalent to PBG [05%] will be provided 30 x days before the expiry of the delivery period. Return of PBG will be contingent upon submission of WBG. WBG will remain valid for upto 60 xdays beyond the warranty period of the last lot. Format of WBG is at Annexure I.</p> <p>Note: Procuring Agency may retain PBG as WBG.</p>		
5.	<p>Insurance. The insurance premium in case of FOB / FCA contract only involving insurance cover shall be on the Purchaser's account paid in actual Pakistan currency by CMA (HIT) / CMA (DP), Rawalpindi to the National Insurance Company Limited, Islamabad, Pakistan.</p>	Not Applicable	
6.	<p>Exchange Rate. For all payments in currencies other than US dollars, the rate of exchange shall be the selling rate, prevailing on the date of the release of the payment, as notified by the State of Pakistan on that day.</p>	Not Applicable	
7.	<p>Letter of Credit (LC) Charges. LC opening, advising, conformation/ amendment and additional charges in Pakistan and the Supplier's country are to be borne by the Supplier. Bank charges for any subsequent amendment of the LC shall be borne by the party held responsible for it. LC shall be valid until six months after the delivery of the last equipment or completion of the last service whichever is later.</p>	Not Applicable	
8.	<p>Agent Commission. Firm will declare, in its offer, the Agent commission maximum upto 4% (in line with the policies of the MoDP) in case of contracts involving a local agent and render a certificate as per Annexure J. The payment to the Principal and the Agent shall be made on following:-</p> <p>a. LC in favour of foreign principals / OEM will be opened for the contract value less the amount of agreed Agent Commission, which will be paid in local currency by the CMA (DP) / CMA (HIT). On successful completion of contract i.e. issue of No Demand Certificate (NDC) by the firm and No Objection Certificate (NOC) by the user, agent will raise his agent commission bill on CMA (DP) / CMA (HIT).</p> <p>b. In case agent the Agent and the Agent Commission is not involved in the contract, the foreign principal / OEM will render „No Agent Commission“ certificate as per Annexure K. Accordingly, the LC in favour of the foreign principal / OEM will be opened for the full value of contract.</p>	Not Applicable	

9.	<p><u>Taxes / Duties Charges.</u> All taxes / duties including stamp duty / import / export license fee charges as applicable under the Government laws in Pakistan as well as country of Supplier shall be on Buyer / Supplier's account in accordance with the nature of contract (FOB, CIF, C&F, CFR etc).</p>		
10.	<p><u>Warranty/ Guarantee</u></p> <p>a. All goods/stores offered will be brand new, from the production year 2024 onwards in accordance with the approved drawing and specifications; and all the latest modifications/up-gradation will be incorporated in the equipment. The materials used, whether or not of his manufacture, should also be in accordance with the latest design and specifications.</p> <p>b. All goods/stores supplied under the contract shall have no defect, arising from design, materials, or workmanship.</p> <p>c. The warranty/guarantee will be provided on Warranty/Guarantee Form DPL- 15 / Letter of Guarantee (Annexure L) and will be applicable for 12x Months.</p> <p>d. This warranty period shall be covered by a Warranty Bank Guarantee as stipulated in para-4c above.</p> <p>e. Warranty period of all items except defective/non-operational shall commence after the issuance of CRV, whereas warranty of defective/non-operational equipment (at the time of commissioning/acceptance) shall commence after rectification of the defect.</p> <p>f. Warranty for the faulty equipment/system will be extended for the period from the occurrence of fault till its rectification to the satisfaction of the Purchaser as under: -</p> <p>(1) Warranty will freeze for the entire equipment/system in case any faulty component/sub-system etc renders the entire equipment/system non- operational.</p> <p>(2) If a defective component/sub-assembly, sub-system or assembly does not affect the operational capability of the entire equipment/system, warranty period of that specific component/ sub-assembly or assembly will be frozen till rectification of fault.</p> <p>(3) The Supplier shall, within the period specified in the contract and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Procuring Agency.</p> <p>(4) If the Supplier fails to remedy the defect(s) within the period specified, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.</p>		

	<p>(5) The Supplier shall provide guarantee for through life supportability of the equipment for at least 24x Months after acceptance of the entire system.</p> <p>(6) Any additional feature, modification for improvement of the equipment introduced by the Supplier at any stage during the currency of the contract period shall be provided to the Purchaser.</p>		
11.	<p><u>Failure / Termination (MANDATORY CONDITION)</u></p> <p>a. If at any time during the currency of the contract, the Purchaser decides to terminate the contract for any reason whatsoever, he shall have the right to do so by giving the Supplier a written notice to that effect. In that event, the Purchaser will accept delivery at the contract price and terms, of such stores/goods which are in actual process of manufacture that is completed and ready for delivery within thirty days after receipt by Supplier of such notice.</p> <p>b. In the case of remaining undelivered stores/ goods/ materials, the Purchaser may elect either: -</p> <p>(1) To have any part thereof completed and take the delivery thereof at the contract price, or</p> <p>(2) To cancel the remaining quantity.</p> <p>c. Should the Supplier default i.e. fail to deliver goods in time or as per quality, the terms of the contract or fail to render Bank Guarantee within the stipulated time period or commit any breach of the contract, the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof and the Supplier will be liable to return all the payments of undelivered stores at the rate of 1% above the LIBOR.</p>		

12.	<p><u>Force Majeure</u></p> <p>a. The Parties (purchaser and supplier) will not be held responsible for any delay (e.g. delay in delivery of stores, delay in due payments etc) occurring in execution of the contract due to event of force majeure such as acts of God, War, Riots, Civil Commotion, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the parties and events or circumstances on which the parties has no control. In such an event occurring at the supplier's end, the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores or of export permit for the export of the contracted stores from the country of its origin or any third party license and exchange rate fluctuations after signing of the contract shall not constitute force majeure.</p> <p>b. Where the case of force majeure causes delay in the delivery of respective stores, and/or services or any other delivery and should such delay exceed a period of 6 (six) months, only purchaser shall have the right to terminate the contract. In case of termination by the buyer, the supplier shall deliver the items which, as of the effective date of termination, have been finished or items which are on the production line and are due to be completed within a specific timelineto be rendered by Supplier in writing.</p> <p>c. Any of the above-mentioned event or pandemic etc already occurring before the signing of the contract will not be considered as force majeure.</p>		
13.	<p><u>Liquidated Damages / Late Delivery (LD).</u> In the event of delay for more than 21 days in delivery of any task as per contract at Supplier's fault, the Supplier shall inform the purchaser before expiry of such delivery/completion period giving reasons/justification for it. The purchaser shall have the right to take following actions:-</p> <p>a. Cancel or terminate the contract as per the termination clause of this IT and purchase undelivered stores from elsewhere at the risk and expense of the Supplier, and/or.</p> <p>b. If the Purchaser agrees with the justification of delay provided by the Supplier, the Purchaser may extend the delivery period without imposing the LD charges. Such extensions will only be limited to two times. Third extension will be withLD.</p> <p>c. LD will be imposed when the Competent Purchase Officer is satisfied that the failure to supply the stores or complete the task within the scheduled delivery/ completion period has been for reasons within the control of the Supplier, and/or if the government has suffered loss for reasons of belated delivery. These LDs, if imposed, will be recovered upto maximum of 2% but not less than 1% (depending on the merit of the case as decided by Procuring agency) of the value of stores/supplied/ completed late per month or a part of a month for</p>		

	<p>the period exceeding the original delivery/completion period, subject to the provision that the total LDs thus imposed will not exceed 10% of the total value of the late delivered stores and services etc.</p> <p>d. The purchaser's decision under this clause shall NOT be subjected to arbitration.</p> <p>Note: SOP on imposition of LD charges is available at HIT website (https://hit.gov.pk/tender/upload/tenders/Final_SOP_of_LD_charges_v1.10_by_Dir_Proc_final_approved.pdf).</p>		
14.	<p>Export License / Permit / End User Certificate (MANDATORY CONDITION). Supplier shall be responsible to obtain from the Government(s) concerned all the permits and the export licenses etc, required to enable each consignment to be shipped immediately as per the delivery schedule. In case the Supplier fails to arrange export license(s) within 45 days of the issuance of End User Certificate (EUC), the purchaser reserves the right to cancel the contract with imposition of suitable penalty on the Supplier as per "Penalty Clause", without prior notice. The purchaser shall provide EUC (if asked for in the tender) to the Supplier within 30 days of receipt of written request from the Supplier, for the purposes of getting the export license/permit. Supplier will initiate such request within 15 days of the signing of the contract. However, Purchaser will not be responsible to arrange export license(s)/permit(s) on behalf of the Supplier for the export of the contracted goods/stores. The format of the EUC (if any) should be provided by the Supplier (as Annex/Appendix) with the bid for incorporating in the contract. Else, the EUC will be issued on standard format(s) held with HIT, unless a tailor made EUC is provided by the Supplier's Government.</p>	Not Applicable	
15.	<p>Penalty. The Purchaser will have the right to impose penalty of 10-15% of the contract value in addition to the LD charges (in case of late delivery as per LD clause) in case the Supplier fails to complete the contract clauses in time as under: -</p> <p>a. Supplier fails to obtain export licenses from its own government or any third party or the contract has become idle.</p> <p>b. In case the equipment does not meet the design parameters as defined in the contract or not pass the test/trials (FAT/PSI, PoSI/SAT etc) conducted by the Purchaser for consecutive two times, to ensure that the same has been manufactured as per specifications. In such case, the penalty will be 10-15% of the value of the relevant equipment/ items; and the Purchaser will also have the right to out rightly reject the equipment.</p> <p>c. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/ guarantee obligations on Form DPL-15.</p>		
16.	<p>Offset / Transfer of Technology (ToT). The Supplier will offer offset / ToT, as per the policy of the Government of Pakistan, equivalent to 20-40% of the contract value and submit with</p>	Not Applicable	

	the Technical Proposal for prior approval by the technical authority. The same will be made part of the contract or a sub-contract covering the offset / ToT will be signed subsequently with this Directorate. The ToT/Offset offered by the OEM in its Technical or Commercial Offer should not be subjected to the approval of its Govt.		
17.	<u>Effective Date of Contract (EDC) (MANDATORY CONDITION)</u> . EDC will preferably be established as date of signing of the contract. However, can be altered through mutual understanding between supplier and purchaser.		
18.	<u>Surviving Obligations</u> . All terms which, either by implication or expressly, survive the expiry of this contract, shall survive and in particular termination, intellectual property rights, secrecy, export control (if any); notices; applicable law and arbitration.		
19.	<u>Risk and Expense</u> . In the event of failure on the part of the Supplier to comply with the contractual obligation, the contract shall be cancelled at the risk and expenses of Supplier.		
20.	<u>Transfer of Title and Risk</u> . Risk of the loss and damage to the equipment shall be transferred to the Purchaser in accordance with the "INCOTERM 2020" used in the contract. Title to the equipment shall be transferred to the Purchaser when the Supplier has received full payment of the contract price.		
21.	<u>Technical Assistance</u> . The Supplier shall be responsible for successful Setting-to- Work, commissioning and tests/trials of the system on-site in Pakistan. The technical assistance by the Supplier during warranty period shall be free of cost and on request basis to the satisfaction of Purchaser.		
22.	<u>Severability</u> a. The invalidity or unenforceability of any term or condition of the contract shall not affect the validity or enforceability of the remaining terms and conditions. These shall remain in full force and effect and the contract shall thereupon be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both the parties. Such discussions shall, as far as possible, ensure the defence needs/concerns of the Purchaser and commercial interest and intent of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing invalidity or unenforceability term and condition substantially alter the underlying intent of the contract or the invalid or unenforceable term or condition comprises an integral part of or is otherwise inseparable from the remainder of the contract, then the parties shall without further delay, meet to consult each other and reach agreement thereon. b. Failure by either party at any time to enforce any of the provisions of the contract shall not be considered as a waiver by the party concerned of any such provision or in any way affect the validity of the contract or any part thereof or any other rights of either party. Such failure shall only inhibit the rights of the party concerned to claim the costs/expenses incurred or to		

	impose Liquidated Damages (financial or otherwise) for defaults, in respect only of the said non-enforced provisions.		
23.	<u>Indemnity</u> . In the framework of the implementation of this project, both the parties shall waive-off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of agents and their properties. However, if these losses result from deliberate fault or unmistakable error or gross negligence of the Supplier or his agents and/or the Purchaser, the party involved shall bear alone the burden of the damage repairs.		
24.	<u>Intellectual Property Rights</u> . Unless otherwise agreed in writing, all intellectual property rights arising out of this contract shall vest in the Supplier. The Purchaser shall have a worldwide, non-exclusive, non-transferable, royalty-free license to use, and have used, that intellectual property for any purpose.		
25.	<u>Shipment</u> a. In case of FOB/FCA contracts, shipment will be made through Pakistan National Shipping Corporation (PNSC) vessel or Pakistan International Airlines (PIA) on Purchaser's account. Details to be incorporated in the contract. b. In case of CIF contracts, supplier will arrange the shipment after successful Pre-Shipment Inspection (PSI) by the purchaser and on the firm's warranty and the store will be preferably shipped using the services of PNSC/PIAC . In case of non-availability of Pakistan National Carriers, shipment can be arranged through foreign flag carrier of eligible countries as per the rules and policies of the Government of Pakistan. However, shipment on foreign vessels shall not involve transshipment.		
26.	<u>Subletting</u> . Supplier is not allowed to sublet wholly or part of the contract to any other firm/company without prior permission of the Purchaser. Firm found in breach of this clause will be dealt with as per Purchaser's right and discretion.		
27.	<u>Arbitration</u> . Disputes (if any) shall be ultimately settled in compliance with the laws of Pakistan.		
28.	<u>Applicable Law, Disputes and Arbitration</u> . Parties shall make their attempt that all disputes arising under this contract shall be resolved through mutual negotiation of both parties. In the event that either party shall perceive such mutual negotiation to be making insufficient progress towards settlement of dispute(s) at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below: a. Chairman HIT will be considered as sole arbitrator. The arbitration proceedings will be held in Pakistan and under Pakistan Law. b. The venue of arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.		

	<p>c. The arbitration award shall be final.</p> <p>d. In the course of arbitration, the contract shall be continuously executed except that part which is under arbitration.</p> <p>e. All proceedings under this clause shall be conducted in English language and in writing.</p>		
29.	<p><u>Purchaser's Right (MANDATORY CONDITION)</u>. The purchaser reserves the right of deletion, addition, and cancellation of the contract in part or full without assigning any reason whatsoever and without financial repercussion on either side within 21 days after signing of the contract. Such information will be passed to the supplier on his legal address by the Purchaser through the fastest possible means i.e Telephone, Fax, Telex, Cable and Telegram etc.</p>		
30.	<p><u>Secrecy</u>. The Supplier(s) shall undertake that any information about the sale/purchase of stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by H I T , to receive it. Any breach on this account will be punishable under the Administrative Actions (Official Secret Act 1923) as per the Government of Pakistan in addition to termination of the contract with imposition of penalty upto 100% of the contract value on the supplier. A Non-Disclosure Agreement (attached at Annexure D) will be incorporated in the contract in this regard. This clause will not be subjected to arbitration.</p>		
31.	<p><u>Provision of Rate Running Contract (MANDATORY CONDITION)</u>. The Seller shall provide surety for continued provisioning of spares for minimum 15 x years through formal conclusion of Rate Running Contract (RRC)/Service Level Agreement (SLA) for continued provisioning of spares/technical support from OEM.</p>	Not Applicable	
32.	<p><u>Spare Supportability and Transfer of Technology</u>. The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: -</p> <p>a. Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>b. In the event of termination of production of the spare parts: advance notification to the Procuring Agency of pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and</p> <p>c. Following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.</p>		
33.	<p><u>Amendment in Contract (MANDATORY CONDITION)</u>. Amendment in contract, if required, shall be processed in writing and made with mutual agreement/consent of both the parties.</p>		

34.	<p>Buy Back Clause. Buy back clause for inactive spares will be included in the contract as under: -</p> <ol style="list-style-type: none"> If the spares/GSE/special tools/tools remain unused/new after two years of arrival in Pakistan, the Supplier/Seller will buy back these items at the prevalent international price list of the Supplier/Seller. The cost of transportation/freight and other allied charges will be borne by the Supplier/Seller. A joint team of the Purchaser's and the Seller's representatives will determine the condition of the spares/tools /GSE for buy back. The lists of stores decided by both the parties for buy back by the firm will be prepared and signed by both the parties, and the firm will ensure payment of stores within 30 days from the day of signing the list of stores for buy back. <p>The stores agreed by both parties for buy back, will be lifted by the firm within 60 days from the date of signatures of joint inspection. In case of failure of the Supplier/Seller to comply, storage charges at the rate of 1% of the value of stores will be paid by the firm. Total storage charges not to exceed 10% of the value of stores under buy back.</p>		
35.	<p>Project Management Review (PMR) Meetings. The firm must offer the _____ PMR(s) along with venue(s) to ensure smooth execution of the contract. All expenditures regarding boarding/lodging, transportation including international tickets, visa charges and health care etc for PMR meetings team will be borne by the firm.</p>	Not Applicable	
36.	<p>Disclosure Clause (MANDATORY CONDITION). The Seller has to provide a disclosure certificate, duly signed, along with technical and commercial proposals as per prescribed format at Annex-L, which shall consequently form part of the contract.</p>		
37.	<p>Compensation. If the activities which are on Supplier's account i.e. conduct of PMR, PSIs etc, are not conducted due to any reason, the Supplier shall be liable to compensate the Purchaser in terms of reimbursement of the cost into government treasury or offer additional spares / support or such alternative as proposed by the Purchaser.</p>		
38.	<p>Defense against Supply Chain Attacks on Army Cyber System. In order to safeguard against Supply Chain Attacks on the Pakistan Army Cyber System, the Supplier(s) shall undertake following: -</p> <ol style="list-style-type: none"> EMC Compliance. The contractor will render a certificate for EMC compliances, as per the GSR military/ international commercial standards included in the GSR from accredited EMC testing national/ international lab, failing which the Purchaser will have the right to impose penalties as per the policies and rules of the GoP. This may also lead towards cancellation of the contract agreement and blacklisting of the firm. 		

	<p>b. Hardware/ Software Vulnerability. The contractor will ensure that supplied hardware/software does not contain back door advance persistent threat/logic bomb or any cyber security vulnerability causing this equipment to be compromised / used for data threat. In case of failure, the Purchaser will have the right to cancel the contract agreement at any stage, blacklist the firm/contractor, impose financial penalty amounting to not less than 5% of the total cost of contract in addition to non-payment for inappropriate equipment.</p> <p>c. Country of Origin. The contractor will ensure that any equipment/ component of Indian, Israeli origin is not delivered, failing which the Purchaser will have the right to cancel the contract agreement at any stage, blacklist the firm/contractor, impose financial penalty amounting to not less than 5% of total cost of contract in addition to non-payment for inappropriate equipment.</p>		
39.	<p>Workmanship and Materials</p> <p>a. All work to be done shall be executed in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with the recognized good practice. The Supplier shall submit for the approval of the purchaser, his detailed method statement(s) for the execution of such items of work as may be desired by the Purchaser. Approval of such method statement(s) shall neither relieve the Supplier of his responsibilities under the Contract nor form any basis for claiming additional costs.</p> <p>b. The Supplier shall give the Purchaser full opportunity to examine, measure and test any work onboard/ Site which is about to be covered up or put out of view. The Supplier shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing. The Purchaser shall then, unless he notifies the Supplier that he considers it unnecessary, without unreasonable delay carry out the examination, measurement, or testing.</p>		

PART – III
TERMS AND CONDITIONS GOVERNING THE CONTRACT
(TECHNICAL CONDITIONS / SPECIFICATIONS)

Ser	Clause	Firm's Reply (Complied/ Not-Complied/ PartiallyComplied)	Firm's Reply /Remarks
1.	<p><u>Technical Specifications</u></p> <p>a. The store/equipment should conform to the specification/service requirements and technical data/drawing (if applicable) as per Annexure G. Offer not conforming to the required services/specification or multi-offers will be rejected. Supplier shall further undertake to provide all the contracted services/stores/ goods as per the requirements/specification.</p> <p>b. All stores/items/goods delivered should be brand new, from the current production year, conforming to the Purchaser specifications/ satisfaction. The supplier will provide all the OEM certificates, quality certification/inspection documents to the Purchaser confirming the quality of the products being supplied under this contract. Stores must bear the manufacturer's identification marking/monogram.</p>		
2.	<p><u>Inspection/Testing of Store</u></p> <p>a. Inspection/testing will be carried out as per terms and conditions of the contract by an inspecting team/inspector as detailed by the inspecting authority on behalf of the Purchaser in accordance with the laid down Acceptance Criteria/Acceptance Test Procedure (ATPs)/ drawings/test standards and specifications. The Supplier will provide on his expenses to the inspection team/inspector, the required testing equipment/facilities.</p> <p>b. The Supplier will provide ATPs at the time of contract. Buyer will forward observations (if any) on the ATPs within one week to the Supplier. The ATPs will be mutually discussed between both the parties at the Purchaser's country and will be finalized before signing of the contract. Mutually agreed/approved ATPs will form part of the contract to govern the inspection of stores subsequently. Supplier while submitting offer is responsible to satisfy itself on this account.</p> <p>c. All expenditures on account of inspection/testing of stores shall be on the Supplier's account.</p> <p>d. The Procuring Agency or its representative shall have the right to inspect and/or to test the defence equipment/stores to confirm their conformity to the Contract specifications at no extra</p>		

	<p>cost to the Procuring Agency. The Technical Specifications shall specify the inspections and tests.</p> <p>e. The inspections and tests may be conducted on the premises of the Supplier, at the point of delivery, and/or at the goods' final destination. If conducted at the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.</p> <p>f. Should any inspected or tested goods fail to conform to the specifications, the Procuring Agency may reject the goods, and the Supplier shall replace the rejected goods to meet the specification requirements free of cost to the Procuring Agency.</p> <p>g. The Procuring Agency's right to inspect, test and, where necessary, reject goods after the goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the goods" shipment from the country of origin.</p>		
3.	<p><u>Change in Specification/Manufacturer/Model.</u> No alteration in make/brand and quality of stores will be entertained after opening of Bids. To the contrary, any change/improvement will require approval of the technical authority/ user.</p>		
4.	<p><u>Technical Documentation/ Manuals.</u> Technical documents/ publications and manuals will be supplied free of cost by the Supplier unless otherwise stated in the contract. Supplier will also provide two copies of the compact discs and handmade drawings/blueprints, wherever applicable. The Supplier will provide three sets of following documents free of cost for technical scrutiny of the officer (as applicable): -</p> <p>a. Technical literature of each item.</p> <p>b. Manufacturer's specifications / technical data / drawings and packing details etc of each item.</p> <p>c. Acceptance Test Procedure / Acceptance criteria of each item.</p> <p>d. Country of Origin of each item and port of shipment.</p>		
5.	<p><u>Interchangeability.</u> A certificate of complete interchangeability must be endorsed on the quotation for all substitutes / in lieu and superseded items. A copy of relevant page of publication must be attached to prove correctness of offered items.</p>		
6.	<p><u>Pre-shipment Inspection (PSI).</u> PSI will be carried out as per Annexure G by technical team ex HIT (___ members) at the firm's premises against ATPs, GSR and Special Instructions of the contract. Duration of PSI will be _____ working days. All expenses for international ticketing, visa charges, boarding/lodging, messing, transportation and health care will be borne by the firm.</p>	Not Applicable	

7.	Post Shipment Inspection. PoSI of equipment will be carried out by _____ ex HIT in the presence of firm's representative for correctness / completeness, performance parameters any damages in the light of pre-shipment inspection report, term and conditions of the contract. Firm will provide Pre-Delivery Inspection (PDI) report with preservation done for safe transportation through ship and its de-processing to inspection team. On the basis of Post-Shipment Inspection relevant consignee will clear the CRV accordingly.	Not Applicable	
8.	Checking of Store at Consignee End. All stores will be checked at Consignee's end in the presence of Supplier's representatives. If for any reason, the Supplier decides not to nominate his representative for such checking, an advance written notice to this effect will be given by the Supplier to the consignee prior to or immediately on shipment of the stores. In such an event, the Supplier will clearly undertake that the decision of consignee with regard to quantities and description of a consignment will be taken as final and discrepancy found will be accordingly made up by the Supplier. In all other cases, the consignee will inform the Supplier about arrival of consignment immediately on receipt of stores through registered mail or fax. If no response from the Supplier is received within 15 days from initiation of letter, the consignee will have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores will be binding on the supplier in such cases.		
9.	Packing/Marking. The Supplier shall be responsible for proper packing of the stores in accordance with the relevant paper particulars under the conditions laid down in the contract or other relevant instructions on the subject in standard export packing worthy of transportation by sea/air/road/rail so as to ensure their contents being free from loss or damage due to faulty packing on arrival at the ultimate destination. Packing of stores will be done at the expense of the Supplier. All packing cases, containers and other packing material shall become the property of the State of Pakistan on receipt. Marking of packages/containers shall also be done by and at the expense of the Supplier in accordance with the instructions given by the Purchaser and as per UN Codification System . Failure to mark consignment in accordance with these instructions will render the store liable to rejection. Any loss occurred/ demurrage paid due to wrong marking will be made good by the Supplier. Further details of Packing/ Marking will be covered in the contract.		
10.	ILS / PWLS Package (MANDATORY CONDITION). ILS / PWLS package is mandatory and constitute 7% of the contracted value of system/ equipment being procured. The Seller must clearly understand the requirement of HIT (Technical Department / Projects) and offer complete ILS / PWLS package down to the depot-level repair and maintenance facility. ILS / PWLS offer provided by the Seller if accepted will form part of the main contract as one of the clauses. ILS Package is attached at per Annexure G	Not Applicable	

11.	<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 data-bbox="208 355 309 387">Ser</th> <th data-bbox="309 355 846 387">Local Supplier</th> <th data-bbox="846 355 1592 387">Foreign Supplier</th> </tr> </thead> <tbody> <tr> <td data-bbox="208 387 309 427">a.</td> <td data-bbox="309 387 846 427">Six filled copies of SVA-8121</td> <td data-bbox="846 387 1592 427">Six filled copies of SVA-8121</td> </tr> <tr> <td data-bbox="208 427 309 496">b.</td> <td data-bbox="309 427 846 496">Six filled copies of SVA-8121-A of each member of the management</td> <td data-bbox="846 427 1592 496">Six filled copies of SVA-8121-A of each member of the management.</td> </tr> <tr> <td data-bbox="208 496 309 600">c.</td> <td data-bbox="309 496 846 600">Six copies of CNIC for each member of the management.</td> <td data-bbox="846 496 1592 600">Six copies of Resident Card or equivalent identification Card for each member of the management.</td> </tr> <tr> <td data-bbox="208 600 309 668">d.</td> <td data-bbox="309 600 846 668">Three PP Size photographs for each member of the management</td> <td data-bbox="846 600 1592 668">Three PP Size photographs for each member of the management</td> </tr> <tr> <td data-bbox="208 668 309 708">e.</td> <td data-bbox="309 668 846 708">Challan form</td> <td data-bbox="846 668 1592 708">Challan form</td> </tr> <tr> <td data-bbox="208 708 309 748">f.</td> <td data-bbox="309 708 846 748">Bank statement for last one year</td> <td data-bbox="846 708 1592 748">Financial standing / audit balance sheet</td> </tr> <tr> <td data-bbox="208 748 309 788">g.</td> <td data-bbox="309 748 846 788">Photocopy of NTN or NTN number</td> <td data-bbox="846 748 1592 788">Photocopy of passport</td> </tr> <tr> <td data-bbox="208 788 309 892">h.</td> <td data-bbox="309 788 846 892">Authorization letter from the MD/CEO in case contract is being signed by another person on his behalf</td> <td data-bbox="846 788 1592 892">Authorization letter from the MD/CEO in case contract is being signed by another person on his behalf</td> </tr> <tr> <td data-bbox="208 892 309 946">i.</td> <td data-bbox="309 892 846 946">Foreign Principal Agency Agreement in case of local agent</td> <td data-bbox="846 892 1592 946">Agency Agreement in case of Trading House/ Company/Exporter/Stuckists 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/Stuckists etc		
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12.	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.																																
13	If firm failed to register with this organization, this will be liable to reject during participation of firm in bidding process.																																
14.	<p><u>Relationship declaration</u> 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.</p>																																
15	<p><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).</p>																																

<p>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:</p> <ol style="list-style-type: none"> 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-D&E 		
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SCHEDULE OF REQUIREMENT AND DELIVERY

Bid No. 5171/ IT-6903/2026-27/X-Ray Film/FOR-A/Med/SCM dated 17 June 2026

1. The delivery schedule expressed as weeks / months: -

Ser	Nomenclature	Company / Brand	A/U	Qty	DP (month)
a.	X-Ray Films 8"x10" (Radiology Deptt)	Fuji "The successful bidder would place attest too Prates in HIT Hospital on Reagent Rental basis".	Sheet	38000	2 x Months
b.	X-Ray Films 14"x17" (Radiology Deptt)	Fuji "The successful bidder would place attest too Prates in HIT Hospital on Reagent Rental basis".	Sheet	7000	
c.	Lohexol 350 ml/ 100 ml (Radiology Deptt)	Kopaq / Omnipaque / Equivalent	Bott	720	
d.	Lohexol 350 ml / 50 ml (Radiology Deptt)	Kopaq / Omnipaque / Equivalent	Bott	72	

EVALUATION CRITERIA

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: - $\text{Score} = \frac{(Y1+Y2+Y3)}{(3 * X)} * 5$ <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 (in FOR Case) and US\$ (0.05) Mn in FOB case Else Income Tax returns for last 3 x financial years, fully verified by ITO of the circle.
(2)	Working Capital of last three years	10	Marks will be calculated as per the formula: - $\text{Score} = \frac{(Y1+Y2+Y3)}{(3 * X)} * 10$ <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. 	<ul style="list-style-type: none"> Else 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 / five years. FOB – 5 year FOR – 3 year	10	FOR:- 3 years (1.3 mark per contract Max 3.3 marks per year) FOB : - 5 years (1 mark per contract Max 2 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
	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= $\frac{X2}{X1} * 2.5$
	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= $\frac{X2}{X1} * 2.5$
	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= $\frac{X2}{X1} * 2.5$
	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
(1)	Risk and Expense action against firm approved	2.5	0.5 x marks will be deducted against each Risk and Expense action approved
(2)	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	Marks Obtained
	a. Proof of Manufacturing of Quoted items. b. Authorized Distribution Certificate. c. If no documentary evidence is provided the firm would be rejected (Mandatory)	10	
	Should have experience of supply of quoted items to tertiary care Hospitals for minimum 3 years. Supporting documents to be attached (Mandatory)	10	
	(Mandatory Clause) Minimum annual turnover of previous three financial years for tender participation should not be less than: a. Rs. 100 Mn for Medicines b. Rs. 50 Mn for Lab Kits/ equipment c. Rs. 20 Mn for Disposable	05	
	Internal audit report for 3 years as a proof of sound financial background of firm	05	
	Provision of samples with the quotation by opening date. The item would be rejected if a. Sample is not provided for quoted item b. Manufacturing Company is not in the top	10	

	20 of the manufactures list		
	The Quoted items should be registered with DRAP, if applicable. (attatch relevant documents)	05	
(1)	Undertaking on Rs.100 Judicial stamp duty verified by notary public to be provided being the firm to honor the response time for warranty / replacement within 72 hours when informed by hospital	05	
Total		50	

Mandatory:- Deficient documents to be provided within two working days of tender opening date, otherwise the Firm would be rejected.

Annexure C to Section - B

FINANCIAL PROPOSAL
SCHEDULE OF PRICE - SUMMARY

Description of Stores

Ser	Part No	Nomen	Description / Specifications	A/U	Qty	PricePer Unit Excl GST (Rs)	PricePer Unit Excl GST (Rs)
1.							
2.							
3.							
.							
.							
.							

17 June 2026

NON DISCLOSURE AGREEMENT

1. The Recipient _____
(Name of CEO/Director) _____ of
_____(Name of firm) _____ hereto
desires to have business interactions with
_____(Department/Sponsor)
_____ for_____(Purpose).

2. During these interactions, the interacting department/sponsor (termed as **disclosing party**) may share certain proprietary information with the firm or its representative (termed as **Recipient** for the purpose of this agreement); therefore, in consideration of mutual promises and covenants contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, We the recipient hereto agree as follows: -

a. **Definition of Confidential Information**

(1) For the purposes of this Agreement, the “Confidential Information” means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: -

- (a) Any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies.
- (b) Plans for products or services, and customer or supplier lists.
- (c) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method.
- (d) Any concepts, reports, data know-how, work-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets.
- (e) Any other information that should reasonably be recognized as confidential information of the Disclosing Party.
- (f) Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

(2) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party.

b. **Disclosure of Confidential Information.** From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: -

- (1) Limit disclosure of any confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose, but not without the prior approval of the competent authority of disclosing party.
- (2) Advise its representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information as confidential and shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information.
- (3) Not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein/ authorized).
- (4) Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

c. **Use of Confidential Information**

- (1) The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.
- (2) No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party.
- (3) All use of Confidential Information by Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.
- (4) Nothing contained herein is intended to modify the parties existing agreement that their discussions in furtherance of a potential business relationship are governed under the rule.

d. **Compelled Disclosure of Confidential Information**

- (1) Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information

provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party).

- (2) The Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure.
- (3) The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief.
- (4) Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

3. **Term.** This Agreement, notwithstanding the foregoing, the parties duty to hold in confidence Confidential Information that was disclosed during interaction shall remain in effect indefinitely.

4. **Remedies**

- a. Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to the Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate.
- b. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity.
- c. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

5. **Return of Confidential Information**

- a. The Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of: -
 - (1) The completion or termination of the dealings between the parties contemplated hereunder the termination of this Agreement; or,
 - (2) At such time, as the Disclosing Party may so request, provided, however, that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's

option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the receiving Party supervising the destruction).

6. **Notice of Breach**. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

7. **Final Binding to the Agreement**

- a. Neither Party hereto shall have any liability to the other party or to the other party's representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement. In such case the party violating this agreement is liable under **Official Secret Act – 1923**.
- b. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- c. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the state applicable such acts under **official Secret Act-1923** made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof.
- d. The State courts shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- e. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- f. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph).
- g. All such notices or communications shall be deemed to have been given and received: -
 - (1) In the case of personal delivery or electronic-mail, on the date of such delivery.

- (2) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.
- (3) In the case of mailing, on the seventh business day following such mailing.
- h. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- i. The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: -
 - (1) Developing, making or marketing products or services that are or may be competitive with the products or services of the other or
 - (2) Providing products or services to others who compete with the other.
- j. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

PARTIES

Signature: _____

Rank: _____

Designation: _____

Name: _____

For and on behalf of

Islamic Republic of Pakistan

Date: _____ / _____ /2026

Signature: _____

Name: _____

Appointment: _____

Organization/Firm: _____

Name: _____

Date: _____ / _____ /2026

CERTIFICATE OF ELIGIBILITY / NON BLACKLISTING CERTIFICATE

“It is certified that our firm is neither defaulter / blacklisted by any Government Organization directly or indirectly nor any investigation / interrogation was ever carried out against us by any Pakistani or overseas intelligence/investigation agency. It is further certified that our firm is fully eligible as per the DPP&I-35 / HIT to offer bid in this IT.”

Name of MD _____

CNIC or Passport No. _____

Signature _____

Date _____

BID SECURITY / EARNEST MONEY FORM

To: _____ [name of the Procuring Agency]

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated [date of submission] for the delivery of [name and/or description of the goods] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [country], having our registered office at [address of Financial Institution] (hereinafter called "the Bank"), are bound unto [name of PA] (hereinafter called "the Procuring Agency") in the sum of [amount] for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ___ day of ___ 20 ____.

The conditions of this obligation are:

1. If the Bid
 - a. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
 - b. Disagreement to arithmetical correction made to the Bid price; or
 - c. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity,
 - (1) failure to sign the contract if required by Procuring Agency to do so or
 - (2) Fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.
3. This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: _____ in the capacity of _____

Signed: _____ [Signature of the Bank]

Dated on _____ day of _____ 20 _____

Annexure G to Section - B

Bid No. 5171/IT/6903/2026-27/FOR/X-Ray Films & Lohexol /Med/SCM dated 17 Jun 2026

**DETAIL TECHNICAL SPECIFICATIONS/ GSR / SPECIAL INSTRUCTIONS / PSI
DETAILS / ILS / PWLS PACKAGE / OR ANY OTHER TECHNICAL DOCUMENT**

Ser	Parameters	Firm's Response
------------	-------------------	------------------------

Annexure H to Section - B

Bid No. 5171/IT _____/2026-27/FOR/X-Ray Film & Lohexol/Med/SCM dated _____ 2026

**BANK GUARANTEE FOR ADVANCE PAYMENT ON JUDICIAL STAMP PAPER / E-
STAMP PAPER OF RS 100/- OR AS SUITABLE TO THE AMOUNT OF BG**

Contract No. _____ Date. _____

Name of Firm/Contractor _____

Address of Firm/Contractor _____

Name of Guarantor _____

Address of Guarantor _____

Amount of Guarantee Rs. _____ (in
words)

Date of Expiry of Guarantee _____

To: _____ The President of the Islamic Republic of Pakistan

Through _____ : _____ The Controller of Military Accounts (Defence Purchase), Rawalpindi /
GMA (HIT) Taxila.

Sir,

We understand that you have entered into Contract with Messrs _____
(insert full name and address) (hereinafter referred to as our customer) and that one of
the conditions of the Contract is submission of a Bank Guarantee for a sum of
_____ (amount be inserted both in words and figures) against the
advance payment and at the request of the customer and in consideration therefore, we
hereby agree and undertake as under: -

- a. _____ To pay to you on demand and without any question and/or without any
reference to our customer an amount not exceeding the sum of
_____ (amount be inserted both in words and figures) as
mentioned in your written demand notice.
- b. _____ The validity period of this guarantee upto _____ (date)
- c. _____ Claim, if any, must be duly received by us on or before this day. Our liability
under this guarantee will cease upon the close of banking business hours on
this date. Claims received thereafter will not be entertained by us whether
or not you have suffered any loss. On receipt of payment under this
guarantee, this guarantee must be duly cancelled, discharged and returned
to us.
- d. _____ Subject to, and within the validity period mentioned in clause „b“ above, you
may without reference to us, vary or amend any terms of the contract, and
we waive our right to receive any notice of such amendment, or to the
granting of time, or indulgence, as may be mutually agreed between you
and our customer.
- e. _____ Our liability hereunder shall not be discharged on account of your fore-
bearing to the contractor nor shall we claim any rights of surety ship in
respect of any security which you might be having in respect of the
contract.

- ~~f. If delivery as per schedule of installment supply is not adhered to by the contractor, the buyer's paying authority shall have the right of demanding encashment of the guarantee proportionate to the value of such installment supply having not been made, with interest thereon at the bank rate for the period the supply of any installment is delayed.~~
- ~~g. The maximum liability under this guarantee shall be reduced proportionately by the sum/sums deducted by you from the invoices raised by our customer of the liquidation of the said advance.~~
- ~~h. This guarantee, within the validity period shall not be affected by any change in the constitution of the bank, or of the contractor and on the successors and assignees of the bank.~~
- ~~i. That this is an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our Customer/Seller or Vendor.~~

Guarantor

Dated: _____

(Bank Seal and Signatures)

Bid No. 5171/IT/6903/2026-27/FOR/X-Ray Films & Lohexol /Med/SCM dated 17 Jun 2026

**BANK GUARANTEE FOR PERFORMANCE/WARRANTY ON JUDICIAL STAMP PAPER /
E-STAMP PAPER OF Rs. 100/- OR AS SUITABLE TO THE AMOUNT OF BG**

Contract No. _____ Date. _____

Name of Firm/Contractor _____

Address of Firm/Contractor _____

Name of Guarantor _____

Address of Guarantor _____

Amount of Guarantee Rs. _____ (in words)

Date of Expiry of Guarantee _____

To : The President of the Islamic Republic of Pakistan

Through : The Controller of Military Accounts (Defence Purchase), Rawalpindi /
CMA (HIT), Taxila

Sir,

Whereas your good-self have entered into a Contract with Messrs _____
[*name of Supplier*] (hereinafter referred to as our "Customer") pursuant to the Contract
No. _____ dated _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you good-self in the said Contract as
one of the conditions that our customer shall furnish your good-self with an unconditional
Bank Guarantee by a reputable bank for the sum specified therein as security for
compliance with our customer's performance obligations in accordance with the
Contract.

AND WHEREAS we have agreed to give our customer a guarantee:

THEREFORE, WE hereby affirm that we are the Guarantors and responsible to
your good-self, on behalf of our customer, for a sum of Rs [*amount of the
guarantee in words and figures*]. In compliance with this stipulation of the Contract, we
hereby agree and undertake as under: -

- a. To pay you unconditionally upon your first demand and/or without any
reference to our customer, declaring our customer to be in default under
the Contract and without cavil or argument, any sum not exceeding Rs
_____ [*amount of the guarantee in words and figures*] as would be
mentioned in your written Demand Notice, without your needing to prove or
to show grounds or reasons for your demand or the sum specified therein.
- b. To keep this Guarantee in force till _____ [*date*]
- c. That the validity of this Bank Guarantee shall be kept one clear year ahead
of the original/extended delivery period or the warrantee of the stores which
so ever is later in duration on receipt of information from our customer i.e.
M/S _____ or from your office. Our liability under this Bank
Guarantee shall cease on the closing of banking hours on the last date of
the validity of this Bank Guarantee. Claim received thereafter shall not be
entertained by us whether you suffer a loss or not. On receipt of payment

under this guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and returned to us.

- d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.
- e. That with the consent of our customer, you may amend/alter any term/clause of the Contract or add/delete any term/clause to/from this Contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs. _____ (*amount of the guarantee in words and figures*).
- f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or customer/seller or vendor.
- g. That this is an unconditional Bank Guarantee, which shall be en-cashed on sight on presentation without any reference to our customer/seller or vendor.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid No. 5171/IT/6903/2026-27/FOR/X-Ray Films & Lohexol /Med/SCM dated 17 Jun 2026

Form DPL-15

MINISTRY OF DEFENCE PRODUCTION

HEAVY INDUSTRIES TAXILA

SUPPLIER'S WARRANTY/GUARANTEE

Firm's Name: _____

Contract No.: _____

We hereby guarantee that the articles supplied under the terms of this contract are new production in conformance with approved drawings in all respect in accordance with the terms of the contract, and that the material used, whether or not of our manufacture, are in accordance with the latest appropriate standard specification, and also in accordance with the terms of the contract complete of good workmanship throughout.

We also guarantee and that we will replace free of cost (FOB/CIF/C&F/FOR/DDP) as the case may be every article or part hereof which before use or in use shall be found defective or is found not within the limits and tolerance of specification requirement or if any way are not in accordance with the requirements of the contract.

In case of our failure to replace the defective stores free of cost within three months of reporting by the consignee, we will refund the relevant cost (FOB/CIF/C&F/FOR) as the case may be in the currency/currencies in which received plus freight charges, upto consignees end and the purchaser shall have the right to purchase the stores declared defective at our risk and expense from elsewhere.

The supplier also undertakes to make good the deficiency in supply if any.

The warranty will remain valid for _____ months/years on receipt of stores by the consignee.

Signature: _____

Dated: _____

Note: *The signature must be the same as the one on the Tender / Contract, if otherwise must be shown to be the signature a person capable of giving guarantee on behalf of the Supplier/ Principal.*

Annexure K to Section - B

Bid No. 5171/IT/6903/2026-27/FOR/X-Ray Films & Lohexol /Med/SCM dated 17 Jun 2026

INTEGRITY PACTDECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS AND SERVICES AND WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number _____ dated _____

Contract value _____

Contract title _____

1. [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.
2. Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
3. [Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.
4. [Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.
5. Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]_____
[Seller/Supplier]

LETTER OF BID - TECHNICAL PROPOSAL**DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".

The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and business address.

Note: *All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

Tender No _____

Name of the Firm _____

Contractor's Telegraphic Address _____

Code Used _____

Date _____

Telephone No _____

To: Supply Chain Management Directorate
Heavy Industries Taxila
Taxila Cantt

Dear Sir,

1. We have understood the Instructions to Bids (Section - A) and the Terms and Conditions of the Contract (Section - B) and have thoroughly examined the specifications/drawings and/or patterns quoted in the schedule hereto and are fully aware of the nature of the stores required and our offer is to supply stores strictly in accordance with the requirements. We hereby submit our Bid, in two parts, namely:
 - a. The Technical Proposal, and
 - b. The Financial Proposal.
2. In submitting our Bid we make following declarations: -
 - a. **No Reservations.** We have examined and have no reservations to the bidding documents (Section - A, Section - B, and Section - C), including addenda's, if issued;
 - b. **Conditions Governing Contracts.** The „Contract“ made as a result of this ITB shall mean the Agreement entered into between the Parties i.e. the „Purchaser“ and the „Seller“ in accordance with the law of the Contract Act, 1872 (adopted through Central Laws (Status Reform) Ordinance 1960, for all provinces and the Capital of the Federation of Pakistan and those contained in the DPP&I-35 and other special conditions that may be added to given contract for the supply of Defence Stores specified herein and guidance provided by Public Procurement Regulation Authority (PPRA);

- c. **State-Owned Enterprise or Institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] or [We are a state-owned enterprise or institution but meet the requirements of];
- d. **Eligibility.** We meet the eligibility criteria / requirements as per DPP&I- 35 (latest edition) as well as the “Instructions to Bidders” (Section - A) and have no conflict of interest;
- e. **Conformity.** I/We hereby offer to supply in conformity with the “Schedule of Requirement” (Section - B) inquiry or such portion thereof as you may specify in the acceptance of bid at the prices offered against the said schedule;
- f. **Bid Validity Period.** Our Bid shall be valid upto 180 days after opening of the Financial Proposal and will not be withdrawn or altered in terms of the rates quoted and the conditions already stated therein or on before this date; and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- g. **Performance Bank Guarantee.** If our Bid is accepted, we commit to obtain a PBG in accordance with the bidding document;
- h. **Binding Contract:** We understand that this Bid, together with your acceptance thereof, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- i. **Not Bound to Accept:** We understand that you are not bound to accept any of the Bids that you may receive; and
- j. **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 in any other form etc;
- k. **Suspension and Debarment.** We, along with any of our 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 Procuring Agency / the GoP. Further, we are not ineligible under Pakistan laws;
- l. **Fraud/Corruption and Offering Gifts/Favours.** 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, Corruption or offering gifts and favours, if found so, the firm will be liable to ineligibility / blacklisting.
3. The following documents are attached with our Technical Proposal: -
- a. Postal order of Rs 2000.- in favour of Director Supply Chain Management is attached with Technical Bid.
- b. The OEM part number and its interchangeability with demanded part number have been indicated and relevant catalogue/ extract have been attached. (In case the OEM products are offered).
- c. Bank draft No _____ as Bid Security. We understand the conditions governing the return and forfeiture/encashment of the Bid by the procuring agency as per the DPP&I-35 and the Instructions to the Bidder” (Section-A).

Section - C

- d. Complete Section -B attached with ITB documents having duly filled the required documents especially the Terms and Conditions of the Contract, and the Schedule of Requirement.
- e. Checklist as per Section – B is enclosed.
- f. Quality Assurance Certificate.
- g. Non-Disclosure Agreement.
- h. Agent Commission Certificate / No Agent Commission Certificate.
- i. Integrity Pact (at **Annexure K**).

Yours faithfully,

(Signature of Tenderer)

(Capacity in which signing)

Address: _____

Date: _____

Signature of Witness: _____

Address: _____

Note: Individual signing tender and / or other documents connected with a contract must specify: -

- a. Whether signing as “Sole Proprietor” of the firm or his attorney.
- b. Whether signing as a “Registered Active Partner” of the firm or his attorney.
- c. Whether signing for the firm “Per Procreation”.
- d. In the case of companies and firms registered under the Act, 2017 as amended up-to-date and under the partnership Act 1932, the capacity in which signing e.g, the Director, Secretary, Manager, Partner etc or their attorney and produce copy of document empowering him so to sign, if called upon to do so.

LETTER OF BID - FINANCIAL PROPOSAL

DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid (Financial Proposal) in the second envelope marked "FINANCIAL PROPOSAL"

Bidder must prepare the Letter of Bid (Financial Proposal) on its letterhead clearly showing the Bidder's complete name and business address.

Tender No___

Name of the Firm _____
Contractor's Telegraphic Address _____
Code Used _____
Date _____
Telephone No. _____

To: Supply Chain Management Directorate
Heavy Industries Taxila
Taxila Cantt

Dear Sir,

I / We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal. In submitting our Financial Proposal, we make the following declarations: -

- a. Consignee's port/airport/named destination is_____.
- b. Price has been mentioned for each item separately both in figures and words. Only one rate has been quoted for the entire quantity. We understand that multi-rates will lead to rejection of our offer.

Yours faithfully,

(Signature of Tenderer)

(Capacity in which signing)

Address: _____

Date: _____

Signature of Witness: _____

Address: _____

Note: *Individual signing tender and/or other documents connected with a contract must specify: -*

- a. Whether signing as “Sole Proprietor” of the firm or his attorney.*
- b. Whether signing as a “Registered Active Partner” of the firm or his attorney.*
- c. Whether signing for the firm “Per Procreation”.*
- d. In the case of companies and firms registered under the Act, 2017 as amended up-to-date and under the partnership Act 1932, the capacity in which signing e.g, the Director, Secretary, Manager, Partner etc or their attorney and produce copy of document empowering him so to sign, if called upon to do so.*

CHECK LIST

**(This proforma must be attached with your firm's offers duly filled
and signed by authorized signatory)**

Bid No. 5171/IT/6903/2026-27/FOR/X-Ray Films & Lohexol /Med/SCM dated 17 Jun 2026

1.	a. Postal Order b. Bank c. Amount	_____ _____ _____
2.	a. EM Draft No b. Bank	_____ _____ Yes/No _____
3.	Section - B duly signed by Authorized Signatory attached with offer.	Yes/ No
4.	Section - C duly signed by Authorized Signatory attached with offer.	Yes/ No
5.	Specification of offered items	Our firm is offering stores as per IT Specifications Yes/No
6.	Accounting unit as per IT	Yes/ No
7.	Quantity offered (As per IT)	Yes/ No
8.	Delivery Schedule as per IT	Yes/ No
9.	Dispatch Instructions as per IT	Yes/ No
10.	Packing details as per IT	Yes/ No
11.	Defence Marking details as per IT	Yes/ No
12.	Origin of Stores	_____
13.	Name and Address of Principal/Manufacturer	_____
14.	Original Proforma Invoice (Mandatory) In Case of FOB/FOR(Imported) Attached with offer	Yes/No Not Applicable Anx_____
15.	Currency of offer	_____
16.	Place for Inspection of Offered Stores	_____
17.	a. We confirm that prices are firm and final b. Validity of our offer is 180 days after opening of commercial offer	Yes/No Yes/No
18.	We confirm Warranty/Guarantee of Stores For	_____Years
19.	Terms of Payment as per IT	Yes/No

Section - C

Bid No. 5171/IT/6903/2026-27/FOR/X-Ray Films & Lohexol /Med/SCM dated 17 Jun 2026

20.	Sales Tax	Exempted/Applicable @ _____ if applicable, than included/Extra of quoted price
21.	a. Agent Commission b. We agree for percentage of agent commission as per DGDP policy	Nil / Included /Excluded/ NA Yes/ No/ Not Applicable
22.	We confirm that following documents are attached with offer:- a. MoDP / HIT letter indicating Registration / Indexation Status (Registered firms only)	Yes/ No NA Anx _____
	b. Valid Manufacturer License by Ministry of Health	NA
	c. Production Registration Letter of Ministry of Health indicating Registration No of Store	NA
	d. Valid agency Agreement	Yes/ No NA Anx _____
	e. DGDP Letter indicating Financial Capability (Registered firms only)	Yes/ No NA Anx _____
	f. Bank Statement of Last One Year (Unregistered firms only)	Yes/ No NA Anx _____
	g. Income Tax Registration Certificate by CBR NTN	Yes/ No NA Anx _____
	h. Sale Tax Registration Letter/No	Yes/ No NA Anx _____
	i. Trade/Retail Price List	Yes/ No NA Anx _____
	j. Interchangeability certificate attached.	Yes / No NA Anx _____
	k. Certificate "in case of an additional requirement of the contracted items(s) in any quantity(s) within a period of 24 months from the date of signing the contract, these will also be completed supplied (at the ongoing contract rates) with discount.	Yes / No NA Anx _____
	l. Undertaking to provide all the contracted stores/goods/ as per the specification.	Yes/No NA Anx _____
23.	Certificate that there is not Deviation from IT conditions/three is deviation from ITconditions as per following details:- (Please delete the not applicable statement) a. _____ b. _____	
24.	<u>Black listing certificate.</u> It is certified that our firm is neither defaulter nor blacklisted by any government organization directly or indirectly	

Note: Please strike out whichever is not applicable to your offer.

Signature of Firm Auth Signatory

INSTRUCTIONS FOR FILLING OF INVITATION TO TENDER (IT) FORM**1. General Instructions**

- a. Ensure that check list attached with IT form is complete in all respects.
- b. Only authorized representative of the firm will be allowed to attend tender opening proceedings.
- c. Validity of offer will be 180 days extendable to 240 days.
- d. Firm must ensure that No COLUMN is left blank while filling technical and commercial offer.
- e. Attach Section - C duly signed by the authorized signatory with your tender.
- f. Do not quote/write rates in technical offer.
- g. Do not attach any condition with offer/bid, only original IT documents without conditions will be accepted.
- h. Do not send offer through Fax/E-mail/Cable/Telex.
- i. Do not represent any firm other than your own.

2. Submission of Technical, Commercial Offer and Earnest Money Bank Draft/Pay Order**a. General**

- (1) Submit **Commercial, Technical Offers** and **Earnest Money Bank Draft** in separate envelopes.
- (2) Write **“TECHNICAL OFFER”, “COMMERCIAL OFFER”** and **EARNEST MONEY BANK DRAFT** on respective envelopes in capital letters.
- (3) Put all envelopes in a single envelope and seal it.
- (4) Write **Tender Inquiry Number** and **name of the firm** at the top.
- (5) Put envelopes containing all offers in another envelop and address as indicated in para 5 of Section - A, without any indication that there is a tender within it.

b. Technical Offer

- (1) Technical offer must confirm to the **General Staff Requirement/Technical Requirement** or **Technical Specifications** of indented stores.
- (2) In **FOB/FOR (Import)** cases, attach **OEM** certificate/agency agreement (for local/foreign agent firms only).
- (3) Firm will endorse certificate/confirmation with **Technical Offer** regarding attachment of **Bank Draft of Bid Security** but will not disclose the **AMOUNT** of **Bid Security/Earnest Money**.

c. Commercial Offer

- (1) For all taxable goods, do mention General Sales Tax/Excise Duty/Federal Excise Duty or any other taxes/duties in the breakdown of quotation.
- (2) Attach principal's Commercial Invoice Performa (in duplicate) clearly indicating whether prices quoted are inclusive or exclusive of agent

Commission in case of FOB or FOR (import) (for local/foreign agent firms only).

- (3) **Commercial Offer** must be signed by MD or authorized signatory
- (4) Do not give multiple offers (such cases will be rejected).
- (5) Do not give **Post Tender Offers**. Such offers warrant disciplinary action as per Rules.

ACKNOWLEDGEMENT SLIP

Bid No: _____ Date of
Receipt: _____ Name
of Firm: _____

Signature _____ (Authorized Person)

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

STANDARD BIDDING DOCUMENT

Procurement of Therapeutic Goods

(Pharmaceuticals)

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)

FOR

Procurement of Bulk Medicines for HIT Hospital

Bid No. 5171/IT- 6904/2026-27/Medicines/FOR-A//Med/SCM dated 17 June 2026



Bid Submission Date: 15 July 2026 at 1030 hours

Bid Opening Date : 15 July 2026 at 1100 hours

SUPPLY CHAIN MANAGEMENT DIRECTORATE
HEAVY INDUSTRIES TAXILA, TAXILA CANTT

HEAVY INDUSTRIES TAXILA
TENDER NOTICE

Date: 17 Jun 2026

3. 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: -

Tender No	Nomenclature	A/U	Qty	Delivery Period	Last date of Collection of Tender Documents	Date and time of Tender	
						Submission	Opening
IT-6904	Procurement of Items for Medicines Dept Annexure "A"	Attached at Annexure "A"		2 x Months after Signing of Contract	Tender available on PPRA website	15 July 2026 at 1030 hours	15 July 2026 at 1100 hours

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

4. 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 100 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 Director Supply Chain Management Directorate.

For further Information

Tel: (051) 9315333 Ext 63215
Fax: (051) 9315029
Email: scm.for_hit@margallahil.com

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PART-I

BIDDING PROCEDURE & REQUIREMENTS

INVITATION TO BIDS
HEAVY INDUSTRIES TAXILA



Bid No. 5171/IT- 6904/2026-27/Medicines/FOR-A/Med/SCM dated 17 June 2026
FOR
Procurement of Bulk Medicines for HIT Hospital

Date: 17 June 2026

8. 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 _____ June 2026.

9. 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, 15 July 2026	Tender Box available at Gate No 5
b.	Bid opening (Technical)	11:00 hours, 15 July 2026	Venue Supply Chain Management Directorate HIT Taxila
c.	Pre-bid meeting	1000 hrs at 08 July 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.

10. 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, Heavy Industries Taxila as per the instructions provided in this IT.

11. 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.

12. 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.
13. This IT consists of **87 x pages** and comprises following forms: -
- a. **Section – A**. Invitation letter and general instructions to the firms.
 - b. **Section – B**
 - (1) **Part – I**. Bid Data Sheet
 - (2) **Part – II**. General terms / conditions governing the contract
 - (3) **Part –III**. Standard Terms and condition / technical specifications.
 - c. **Section - C**. Firms' response as well as essential forms to be submitted.
14. 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

yy. Scope of Bid	1.1	The Supply Chain Management Directorate, as indicated in the Bid Data Sheet (BDS) invites Bids for the supply of Therapeutic Goods (Pharmaceuticals) and related services incidental thereto as specified in the BDS described in Section E - Technical Specifications & Schedule of Requirements. The Name, Identification and Number of Lots (contracts) of the procurement are specified in BDS.
	1.2	The successful Bidders will be expected to supply the Therapeutic Goods (Pharmaceuticals) within the specified period and timeline(s) as stated in the BDS.
zz. Source of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
aaa. Eligible Bidders	3.14	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.
	3.15	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.
	3.16	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.17	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.
	3.18	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.
	3.19	Foreign Bidders must satisfy all relevant licensing/or registration requirement with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive Bidding with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence

		shall be submitted to the Supply Chain Management Directorate along with their bid, however, the final award will be subject to the complete registration process.
	3.20	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> (h) 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 be procured under this Invitation for Bids. (i) have controlling shareholders in common; or (j) receive or have received any direct or indirect subsidy from any of them; or (k) have the same legal representative for purposes of this Bid; or (l) 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 (m) Submit more than one Bid in this Bidding process. (n) Participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the Bid.
	3.21	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> (g) he is declared bankrupt or, in the case of company or firm, insolvent; (h) 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; (i) 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; (j) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (k) 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. (l) 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.
	3.22	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.

	3.23	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.
	3.24	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
	3.25	Firms/companies/suppliers/dealers duly registered with relevant tax and other registration authorities required under Federal Government's rules, laws, statutes or relevant instructions;
	3.26	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
bbb. Eligible Therapeutic Goods (Pharmaceuticals) and Related Services	4.8	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 such Therapeutic goods and services. For purpose of this Bid, ineligible countries are stated in the section-D titled as "Eligible Countries".
	4.9	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.
	4.10	The nationality of the supplier that supplies, assembles, distributes, or sells the Therapeutic Goods and services shall not determine the origin of the goods.
	4.11	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.
	4.12	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.
	4.13	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.
	4.14	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.
ccc. One Bid per Bidder	5.4	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.
	5.5	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.

	5.6	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
ddd. 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.
eee. Bidding for Selective Items	7.1	A Bidder, if he so chooses, can bid for selective items from the list of Therapeutic Goods provided for in the Schedule of Requirements. A Bidder is also at a liberty to bid for all the Therapeutic Goods mentioned in the Schedule of Requirements provided he fulfills the requirements. However, a Bidder cannot bid for partial quantities of an item in the Schedule of requirement. The bid must be for the whole quantity of an item as required in the schedule of requirement.

BIDDING DOCUMENTS

fff. Contents of Bidding Documents	8.1	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 Section H General Conditions of Contract (GCC) Section I Special Conditions of Contract (SCC) Section J Contract Forms
	8.2	The 02 x copies to be completed and returned with the Bid is specified in the BDS.
	8.3	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.
	8.4.	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.
ggg. Clarification of Bidding Documents	9.1	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.
	9.2	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.
	9.3	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.
	9.4	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.
	9.5	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.
	9.6	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.
hhh. Amendment of Bidding Documents	10.1	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.
	10.2	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.
	10.3	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

iii. Language of Bid	11.1	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.
	11.2	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.
	11.3	In case of Dispute reference shall be made to the original documentation retained on the record.
jjj. Documents and Sample(s) Constituting the Bid	12.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> (l) Form of Bid and Bid Prices completed in accordance with ITB 15 and 16; (m) Details of the Sample(s) where applicable and requested in the BDS. (n) Documentary evidence established in accordance with ITB 14 that the Bidder is eligible and/or qualified for the subject bidding process; (o) 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; (p) 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; (q) Documentary evidence of manufacturing license and GMP certificates; (r) Quality Control Procedures; (s) Capacity of the Manufacturer; (t) Bid security or Bid Securing Declaration furnished in accordance with ITB 19; (u) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and (v) Any other document required in the BDS.
	12.2	<p>Where a sample(s) is required by a Supply Chain Management Directorate, the sample shall be:</p> <ul style="list-style-type: none"> (e) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; (f) carriage paid; (g) received on, or before, the closing time and date for the submission of bids; and (h) evaluated to determine compliance with all characteristics listed in the BDS.

	12.3	The Supply Chain Management Directorate shall retain the sample(s) of the successful Bidder. A Supply Chain Management Directorate shall reject the Bid if the sample(s)- (c) do(es) not conform to all characteristics prescribed in the bidding documents; and (d) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
	12.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the therapeutic goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	12.5	Samples made up from materials supplied by a Supply Chain Management Directorate shall not be returned to a Bidder nor shall a Supply Chain Management Directorate be liable for the cost of making them.
	12.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Supply Chain Management Directorate till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law). The sample shall be the property of the Supply Chain Management Directorate and shall dispose of such sample in such manner as described by the Drug Regulatory Authority of Pakistan.
kkk. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	13.1	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.
	13.2	The documentary evidence of the eligibility of the therapeutic goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	13.3	The documentary evidence of conformity of the therapeutic goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: (d) a detailed description of the essential technical specifications and performance characteristics of the Therapeutic Goods; (e) an item-by-item commentary on the Supply Chain Management Directorate's Technical Specifications demonstrating substantial responsiveness of the Therapeutic Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; (f) any other procurement specific documentation requirement as stated in the BDS.
	13.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of therapeutic goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the therapeutic goods by the Supply Chain Management Directorate.
	13.5	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.
	13.6	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.
III. Documents Establishing Eligibility and Qualification of the Bidder	14.1	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.
	14.2	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".
	14.3	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: (e) 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; (f) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. (g) in the case of a Bidder not doing business within Pakistan, the Bidder is 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. (h) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
mmm. Form of Bid	15.1	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.
nnn. Bid Prices	16.10	The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 16 or exclusively mentioned hereafter in the bidding documents.
	16.11	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.

	<p>16.12 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: (c) where there is only one (substantially) responsive bidder, or (d) where there is provision for alternate proposals and the respective items are not listed in the other bids, the Supply Chain Management Directorate may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	<p>16.13 The Bid price to be quoted in the Form of Bid in accordance with ITB 16.1 shall be the total price of the Bid.</p>
	<p>16.14 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the therapeutic goods it proposes to deliver under the contract.</p>
	<p>16.15 Prices indicated on the Price Schedule shall be entered separately in the following manner: (b) For therapeutic goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): (5) The price of the therapeutic goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: iii. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or iv. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. (6) All applicable taxes which will be payable on the therapeutic goods if the contract is awarded. (7) The price for inland transportation, insurance, and other local costs incidental to delivery of the therapeutic goods to their final destination, if specified in the BDS. (8) The price of other (incidental or allied) services, if any, listed in the BDS.</p>
	<p>16.16 Prices proposed on the Price Schedule for therapeutic goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Supply Chain Management Directorate. This, shall not in any way limit the Supply Chain Management Directorate's right to contract on any of the terms and conditions offered: - (c) For Therapeutic Goods: - (3)the price of the therapeutic Goods, quoted as per applicable INCOTERMS as specified in the BDS</p>

		<p>(4)all customs duties, sales tax, and other taxes applicable on therapeutic goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>(d) For Related Services</p> <p>(3)The price of the related services, and</p> <p>(4)All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p>
	16.17	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	16.18	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
ooo. Bid Currencies	17.1	<p>Prices shall be quoted in the following currencies:</p> <p>(c) For therapeutic goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS.</p> <p>(d) For therapeutic goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.</p>
	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 (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. Currency of the contract shall be as described in the BDS.
	17.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	17.4	Bidders may be required by the Supply Chain Management Directorate to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 17.1.
ppp. Bid Validity Period	18.4	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 complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

	18.5	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Supply Chain Management Directorate may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 19 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 19 in all respects.
	18.6	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
qqq. Bid Security or Bid Securing Declaration	19.1	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).
	19.2	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.
	19.3	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: (d) 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; (e) A Call deposit receipt or cash deposit receipt (CDR) (f) Another security if indicated in the BDS
	19.4	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.
	19.5	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.
	19.6	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.

	19.7	<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"> (e) the expiry of the Bid Security; (f) 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; (g) the rejection by the Supply Chain Management Directorate of all Bids; (h) 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.
	19.8	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.
	19.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> (c) if a Bidder: <ul style="list-style-type: none"> (3) 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 (4) does not accept the correction of errors pursuant to ITB 31.3; or (d) In the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> (3) To sign the contract in accordance with ITB 42; or (4) To furnish performance security (or guarantee) in accordance with ITB 43.
rrr. Alternative Bids by Bidders	20.1	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.
	20.2	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.
	20.3	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.

sss. Bid Security Validity	21.1	Bid security submitted shall be valid for a period specified in the BDS
ttt. Format and Signing of Bid	22.1	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:
	22.2	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.
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

SUBMISSION OF BIDS

uuu. Sealing and Marking of Bids	23.1	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: (d) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. (e) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. (f) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 22.2.
	23.2	The inner and outer envelopes shall: (d) Be addressed to the Gate no 5 Heavy Industries Taxila at the address provided in the Bidding Data; (e) 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. (f) 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
	23.3	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.
vvv. Deadline for Submission of Bids	24.1	Bids shall be received by the Supply Chain Management Directorate no later than the date and time specified in the BDS.

	24.2	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.
www. Late Bids	25.1	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.
	25.2	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.
xxx. Modification, Substitution and Withdrawal of Bids	26.1	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.
	26.2	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.
	26.3	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.
	26.4	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

yyy. Opening of Bids	27.1	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.
	27.2	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.
	27.3	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.

	27.4	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.
	27.5	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.
	27.6	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.
	27.7	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.
	27.8	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.
	27.9	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.
	27.10	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.
	27.11	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.
	27.12	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	27.13	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.
zzz. Confidentiality	28.1	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.
	28.2	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.
	28.3	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.
aaaa. Clarification of Bids	29.1	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.
	29.2	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.
	29.3	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: (g) Evaluation & qualification criteria; (h) Required scope of work or specifications; (i) All securities requirements; (j) Tax requirements; (k) Terms and conditions of bidding documents. (l) Change in the ranking of the bidder
	29.4	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.
bbbb. Preliminary Examination of Bids	30.1	Prior to the detailed evaluation of Bids, the Supply Chain Management Directorate will determine whether each Bid: (f) Meets the eligibility criteria defined in ITB 3 and ITB 4; (g) Has been prepared as per the format and contents defined by the Supply Chain Management Directorate in the Bidding Documents; (h) Has been properly signed;

		<ul style="list-style-type: none"> (i) Is accompanied by the required securities; and (j) Is substantially responsive to the requirements of the Bidding Documents. <p>The Supply Chain Management Directorate's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	30.2	<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> <ul style="list-style-type: none"> (n) Affects in any substantial way the scope, quality, or performance of the Services; (o) 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) If rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. (q) Failure to sign the bid form and price schedules by the authorized person or persons; (r) Failure to satisfy eligibility requirements; (s) Failure to submit a bid security as specified in the bidding documents; (t) Failure to satisfy the bid validity period; (u) 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; (v) Failure to comply with minimum experience criteria as specified in the bidding documents; (w) Conditional Bids such as conditions in a bid which limit the bidder's responsibility to accept an award; (x) Stipulating price adjustment when fixed price Bids were invited; (y) Subcontracting in a substantially different amount or manner than that permitted; (z) Failure to submit major supporting documents required by the bidding documents to determine substantial responsiveness of a bid
	30.3	<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>
	30.4	<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 cost or scope of the supplies or services being acquired. The Supply Chain Management Directorate either shall give the bidder an opportunity</p>

		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 – (d) Submit the number of copies of signed bids required by the invitation; (e) Furnish required information concerning the number of its employees; (f) 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.
	30.5	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.
	30.6	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.
	30.7	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.
cccc. Examination of Terms and Conditions; Technical Evaluation	31.1	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.
	31.2	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.
	31.3	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.
dddd. Correction of Errors	32.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - (e) 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 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; (f) if there is an error in a total corresponding to the addition or

		<p>subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</p> <p>(g) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>(h) 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>
	32.2	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.
eeee. Conversion to Single Currency	33.1	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.
	33.2	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 .
ffff. Evaluation of Bids	34.1	The Concerned Project and Supply Chain Management Directorates shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 30 .
	34.2	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.
	34.3	<p>The Supply Chain Management Directorate's evaluation of a Bid will take into account:</p> <p>(c) In the case of therapeutic goods manufactured in Pakistan or therapeutic goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder;</p> <p>(d) In the case of therapeutic goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and</p>

	34.4	The comparison shall be between the EXW price of the therapeutic goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the therapeutic goods, and named port of destination, border point, or named place of destination} in accordance with applicable INCOTERM in the price of the therapeutic goods offered from outside Pakistan.
	34.5	In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 16.1, take account of one or more of the following factors as specified in the BDS , and quantified in ITB 33.5: (i) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the therapeutic goods to their final destination. (j) Delivery schedule offered in the Bid; (k) Deviations in payment schedule from that specified in the Special
		Conditions of Contract; (l) The cost of components, mandatory spare parts, and service; (m) The availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; (n) The projected operating and maintenance costs during the life of the equipment; (o) The performance and productivity of the equipment offered; and/or (p) Other specific criteria indicated in the TBS and/or in the Technical Specifications.
	34.6	For factors retained in BDS , pursuant to ITB 34.4 one or more of the following quantification methods will be applied, as detailed in the BDS : (f) Inland transportation from EXW/port of entry/border point, Insurance and incidentals. (g) Inland transportation, insurance, and other incidental costs for delivery of the therapeutic goods from EXW/port of entry/border point to Project Site named in the BDS will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Supply Chain Management Directorate to EXW or as per applicable INCOTERM price. (h) <i>Delivery schedule</i> . ii) The Supply Chain Management Directorate requires that the therapeutic goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the therapeutic goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Bids by applying a percentage, specified in the BDS , of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.

		<p style="text-align: center;">Or</p> <p>ii) The therapeutic goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p style="text-align: center;">Or</p> <p>(iii) The therapeutic goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.</p> <p>(i) <i>Deviation in payment schedule.</i></p> <p>i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Supply Chain Management Directorate may consider the alternative payment schedule offered by the selected Bidder.</p> <p style="text-align: center;">Or</p> <p>ii) The SCC stipulates the payment schedule offered by the Supply Chain Management Directorate. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Supply Chain Management Directorate, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.</p> <p>(j) <i>Specific additional criteria.</i> Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p>
	34.7	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS .
gggg. Domestic Preference	35.1	If the BDS so specifies, the Supply Chain Management Directorate will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

<p>hhhh. Determination of Most Advantageous Bid</p>	<p>36.1</p>	<p>In case where the Supply Chain Management Directorate adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.</p>
	<p>36.2</p>	<p>The Supply Chain Management Directorate may adopt the Quality & Cost Based Selection Technique due to the following reasons:</p> <ul style="list-style-type: none"> iii. In addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the therapeutic goods; iv. In such cases, the Concerned Project may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
<p>iiii. Post-qualification of Bidder and/or Abnormally Low Financial Proposal</p>	<p>37.1</p>	<p>Where the Bid price is considered to be abnormally low, the Concerned Project shall perform price analysis either during determination of Most Advantageous Bid. The following process shall apply:</p> <ul style="list-style-type: none"> (f) The Concerned Project may reject a Bid if the Concerned Project has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; (g) Before rejecting an abnormally low Bid the Concerned Project shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low; (h) The decision of the Concerned Project to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned; (i) The Concerned Project shall not incur any liability solely by rejecting abnormally Bid; and (j) An abnormally low Bid means, in the light of the Concerned Project estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit. <p>Guidance for Concerned Project:</p> <p>In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> (iv) Comparing the bid price with the cost estimate; (v) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (vi) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	<p>37.2</p>	<p>The Concerned Project will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 14.3.</p>
	<p>37.3</p>	<p>The determination will take into account the Bidder's financial, technical,</p>

		and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 14.3, as well as such other information as the Concerned Project deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	37.4	Supply Chain Management Directorate may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	37.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Concerned Project will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

AWARD OF CONTRACT

<p>jjjj. Criteria of Award</p>	<p>38.1</p>	<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>(d) Eligible in accordance with the provisions of ITB 3;</p> <p>(e) Is determined to be qualified to perform the Contract satisfactorily; and</p> <p>(f) Successful negotiations have been concluded, if any.</p>
<p>kkkk. Negotiations</p>	<p>39.1</p>	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <p>(h) A minor alteration to the technical details of the statement of requirements;</p> <p>(i) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</p> <p>(j) A minor amendment to the special conditions of Contract;</p> <p>(k) Finalizing payment arrangements;</p> <p>(l) Delivery arrangements;</p> <p>(m) The methodology for provision of related services; or</p> <p>(n) Clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>
	<p>39.2</p>	<p>Where negotiation fails to result into an agreement, the Supply Chain Management Directorate may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Supply Chain Management Directorate shall not reopen earlier negotiations.</p>
<p>llll. Supply Chain Management Directorate's Right to reject All Bids</p>	<p>40.1</p>	<p>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.</p>
	<p>40.2</p>	<p>Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.</p>
	<p>40.3</p>	<p>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.</p>
<p>mmmm. Supply Chain Management Directorate's Right to Vary Quantities at the Time of Award</p>	<p>41.1</p>	<p>The Supply Chain Management Directorate reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.</p>
<p>nnnn. Notification of Award</p>	<p>42.1</p>	<p>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.</p>
	<p>42.2</p>	<p>Where no grievance have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Supply Chain Management</p>

		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).
oooo. Signing of Contract	43.1	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.
	43.2	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.
	43.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
pppp. Performance Guarantee	44.1	After the receipt of the Letter of Acceptance / Contract, the successful Bidder, within the specified time, shall deliver to the Supply Chain Management Directorate 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.
	44.2	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: (d) Call deposit receipt or Cash deposit receipt or Bank Guarantee; (e) 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; (f) 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.
	44.3	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.
qqqq. Advance Payment	45.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 45.2.
	45.2	The Supply Chain Management Directorate will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section I. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Supply Chain Management Directorate's

			"Notice to Commence" as specified in the SCC .
rrrr.	Arbitrator	46.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
ssss.	Corrupt & Fraudulent Practices	47.1	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

tttt.	Constitution of Grievance Redressal	48.1	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.
uuuu.	GRC Procedure	49.1	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.
		49.2	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.
		49.3	In case, the complaint is filed against the technical evaluation report, the Supply Chain Management Directorate shall halt the procurement proceedings till final decision.
		49.4	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.
		49.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
		49.6	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.
		49.7	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.
		49.8	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.
		49.9	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.
		49.10	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

v. Mechanism of Blacklisting	50.1	<p>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:</p> <p>(4) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</p> <p>(5) Fails to perform his contractual obligations; and</p> <p>(6) Fails to abide by the id securing declaration;</p>
	50.2	<p>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.</p>
	50.3	<p>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</p>
	50.4	<p>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.</p>
	50.5	<p>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.</p>
	50.6	<p>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</p>
	50.7	<p>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.</p>
	50.8	<p>The Supply Chain Management Directorate shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.</p>
	50.9	<p>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.</p>
	50.10	<p>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.</p>

	50.11	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.
	50.12	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.

REGISTRATION PROCESS

<p>yy. <u>Provisional Registration</u></p>	<p>51.1</p>	<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" data-bbox="584 517 1517 1440"> <thead> <tr> <th>Ser</th> <th>Local Supplier</th> <th>Foreign Supplier</th> </tr> </thead> <tbody> <tr> <td>j.</td> <td>Six filled copies of SVA-8121</td> <td>Six filled copies of SVA-8121</td> </tr> <tr> <td>k.</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>l.</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>m.</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>n.</td> <td>Challan form</td> <td>Challan form</td> </tr> <tr> <td>o.</td> <td>Bank statement for last one year</td> <td>Financial standing / audit balance sheet</td> </tr> <tr> <td>p.</td> <td>Photocopy of NTN or NTN number</td> <td>Photocopy of passport</td> </tr> <tr> <td>q.</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>r.</td> <td>Foreign Principal Agency Agreement in case of local agent</td> <td>Agency Agreement in case of Trading House/ Company/Exporter/Stockiest etc</td> </tr> </tbody> </table>	Ser	Local Supplier	Foreign Supplier	j.	Six filled copies of SVA-8121	Six filled copies of SVA-8121	k.	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.	l.	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.	m.	Three PP Size photographs for each member of the management	Three PP Size photographs for each member of the management	n.	Challan form	Challan form	o.	Bank statement for last one year	Financial standing / audit balance sheet	p.	Photocopy of NTN or NTN number	Photocopy of passport	q.	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	r.	Foreign Principal Agency Agreement in case of local agent	Agency Agreement in case of Trading House/ Company/Exporter/Stockiest etc
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m.	Three PP Size photographs for each member of the management	Three PP Size photographs for each member of the management																														
n.	Challan form	Challan form																														
o.	Bank statement for last one year	Financial standing / audit balance sheet																														
p.	Photocopy of NTN or NTN number	Photocopy of passport																														
q.	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																														
r.	Foreign Principal Agency Agreement in case of local agent	Agency Agreement in case of Trading House/ Company/Exporter/Stockiest etc																														
	<p>51.2</p>	<p>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.</p>																														
	<p>51.3</p>	<p>If firm failed to register with this organization, this will be liable to reject during participation of firm in bidding process.</p>																														
<p>zz. <u>Relationship declaration</u></p>	<p>52.1</p>	<p>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.</p>																														

<p>aaa. <u>Conflict of Interest</u></p>	<p>53.1</p>	<p><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:</p> <ul style="list-style-type: none"> h. 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 i. 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. j. 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. k. 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. l. An Applicant shall provide such documentary evidence for determining the eligibility of the applicant to the reasonable satisfaction of the HIT. m. An Applicant may be ineligible if they are national of ineligible countries as indicated in section V. n. Declaration certificate attached at Section-F
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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		
ss.	1.1	Supply Chain Management Directorate The subject of procurement is: [Items for Medicines] Commencement date for delivery of Therapeutic Goods (DP): [01 Month]
tt.	2.1	Financial year for the operations of the Supply Chain Management Directorate: [FY 2025-26] Name of Project : HIT HOSP Name of financing institution: MoDP
uu.	3.1	Maximum number of members in the joint venture, consortium or association shall be: [N/A] .
vv.	4.1	Ineligible Source country(s) are India and Israel
ww.	4.5	Demonstration of authorization by manufacturer: [required]
B. Bidding Documents		
xx.	7.1	The bid shall be for selective items
yy.	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@margallahil.com Fax No. 0519315029]
	9.5	Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the venue, time, and date of the pre-Bid meeting: [Venue: Supply Chain Management Directorate HIT Taxila] [Time: 1100 hours] [Date: ____2026]
C. Preparation of Bids		
zz.	11.1	The Language of all correspondences and documents related to the Bid is: <i>English</i>
aaa.	12.1(b)	Detail of sample(s) to be submitted with the Bid are: [_____ <i>specify form of sample(s)</i>]
bbb.	12.1 (k)	In addition to the documents stated in ITB 12 , the following documents must be included with the Bid (11) Photocopy of Registration / Pre-qualification / Indexation letter issued by the HIT. (12) Attested copy of Registration certificate issued by Sales Tax Department, copy of NTN certificate. (13) Audit report of last 3 x FYs. (14) Attested Bank Statement for last one year. (15) Attested copy of CNIC of MD. (16) Trade link between firm and OEM (in case of distributor / agent). (17) Certificate on a judicial paper worth Rs 100 duly attested by Oath Commissioner that firm is neither defaulter nor blacklisted by any Govt Org directly or indirectly. (18) Detail of list of contracts last 3 x FYs / works experience with Govt / Semi Govt Org. (19) Copy of registration letter with Govt / Semi Govt organization (if any). (20) Postal order of Rs 2,000/- should be enclosed with Technical Bid

		in favour of Director Supply Chain Management. (21) DRAP valid license.																																				
ccc.	12.2 (d)	Characteristics [<i>List if any</i>]																																				
ddd.	13.3 (c)	Other procurement specific documentation requirements are: [<i>specify the requirements</i>].																																				
eee.	14.3 (b)	The qualification criteria required from Bidders in ITB 14.3(b) is modified as follows: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Ser</th> <th style="width: 65%;">Description</th> <th style="width: 15%;">Maximum Points</th> <th style="width: 15%;">Passing Marks</th> </tr> </thead> <tbody> <tr> <td colspan="4">c. Performance Evaluation</td> </tr> <tr> <td>(4)</td> <td>Financial Soundness</td> <td>15</td> <td>7.5</td> </tr> <tr> <td>(5)</td> <td>Past Experience / Record</td> <td>15</td> <td>7.5</td> </tr> <tr> <td>(6)</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">d. Technical Evaluation</td> </tr> <tr> <td>(2)</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	c. Performance Evaluation				(4)	Financial Soundness	15	7.5	(5)	Past Experience / Record	15	7.5	(6)	Past Performance	20	10	Sub Total		50	25	d. Technical Evaluation				(2)	Technical Evaluation Parameters	50	35	Total		100	60
Ser	Description	Maximum Points	Passing Marks																																			
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(6)	Past Performance	20	10																																			
Sub Total		50	25																																			
d. Technical Evaluation																																						
(2)	Technical Evaluation Parameters	50	35																																			
Total		100	60																																			
fff.	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.																																				
ggg.	16.8	The price shall be fixed.																																				
hhh.	17.1 (a)	(2) For therapeutic goods and related services originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i> ;																																				
iii.	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.																																				
jjj.	18.1	The Bid Validity period shall be [180] days.																																				
kkk.	19.1	The amount of Bid Security shall be (<i>insert amount</i>) The currency of the Bid Security shall be:[Insert currency]. Or Indicate whether Bid Securing Declaration is applicable [insert "Yes" or "No"]																																				
lll.	19.3	The Bid Security shall be in the form of: [CDR or Bank Guarantee]																																				
mmm.	19.3 (c)	Other forms of security are:[N/A]																																				
nnn.	20.1	Alternative Bids to the requirements of the Bidding Documents [<i>insert "will" or "will not," as appropriate</i>] be permitted with respect to [<i>describe the alternatives to be permitted, or delete, as appropriate</i>]																																				
ooo.	21.1	The Bid Security shall be Valid for (<i>One Year</i>)																																				
ppp.	22.1	The number of copies of the Bid to be completed and returned shall be [02 x copies].																																				
qqq.	22.2	Written confirmation of authorization are: [<i>list acceptable confirmation of authorizations</i>]]																																				

D. Submission of Bids

rrr.	23.2 (a)	Submission of Bid:- Lieutenant Colonel Muhammad Shuja Chaudhry Assistant Director (Supply Chain Management)
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		Gate No 5 (Tender Document) Heavy Industries Taxila, Taxila Cantt Tel: (051) 9315333 Ext 63215 Fax: (051) 9315029 Email: scm.for_hit@margallahil.com
sss.	23.2 (b)	Title of the subject Procurement or Project name: [_____] <i>insert project name</i> ITB title and No: [_____] Time and date for submission: [_____]
ttt.	24.1	The deadline for Bid submission is (4) Day : [____] <i>Wednesday</i> (5) Date: [____] <i>October</i> (6) Time: [1030 Hours]

E. Opening and Evaluation of Bids

uuu.	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 : [____] <i>Wednesday</i> Date: [____] <i>October</i> Time : [1100 Hours]
vvv.	34.1 (h)	Other specific criteria are [list]
www.	34.2 (b)	Delivery schedule. [_____] <i>specify the relevant option and the parameters</i> adjustment expressed as a percentage [<i>insert a percentage between 0.1 to 0.2</i>], or adjustment expressed in an amount in the currency of Bid evaluation, or Adjustment expressed as a percentage. [<i>insert a percentage between 0.1 to 0.2</i>]
xxx.	34.3 (c) (ii)	Deviation in payment schedule [<i>insert "is" or "is not" applicable</i>]. Annual interest rate [<i>insert rate</i>]
yyy.	34.4 (d)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. [<i>specify</i>]
zzz.	34.5	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is [<i>Lowest evaluated bidder</i>]
aaaa.	35.1	a) Domestic preference to apply. or Domestic preference not applicable. [<i>Delete the non-applicable option.</i>] Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.
bbbb.	36	Evaluation Techniques Least Cost Based Selection (LCBS) 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

cccc.	41.1	Percentage for quantity increase or decrease is [15%].
dddd.	44.1	The Performance guarantee shall be [5% of <i>the Contract Price</i>]
eeee.	44.2	The Performance guarantee shall be in the form of [<i>CDR or Performance Bank Guarantee</i>]
ffff.	45.1	The Advance Payment if essential shall be limited to [N/A].
gggg.	45.2	Maximum amount of Advance payment shall be [20%]
hhhh.	46.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of GRC Decisions

iiii.	50.1	The address of the Supply Chain Management Directorate (Director Supply Chain Management Heavy Industries Taxila – Supply Chain Management Directorate Phone no. 051-9315031 Fax no.051-9315029, Email scm.for_hit@margallahil.com
jjjj.		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

CHECK LIST

**(This proforma must be attached with your firm's offers duly filled
and signed by authorized signatory)**

Bid No. 5171/IT/6904/2026-27/FOR-A/Proc of Bulk Medicines/SCM dated 17 June 2026

1.	d. Postal Order e. Bank f. Amount	_____ _____ _____
2.	c. EM Draft No d. Bank	_____ _____ Yes/No_____
3.	Section - B duly signed by Authorized Signatory attached with offer.	Yes/ No
4.	Section - C duly signed by Authorized Signatory attached with offer.	Yes/ No
5.	Specification of offered items	Our firm is offering stores as per IT Specifications Yes/No
6.	Accounting unit as per IT	Yes/ No
7.	Quantity offered (As per IT)	Yes/ No
8.	Delivery Schedule as per IT	Yes/ No
9.	Dispatch Instructions as per IT	Yes/ No
10.	Packing details as per IT	Yes/ No
11.	Defence Marking details as per IT	Yes/ No
12.	Origin of Stores	_____
13.	Name and Address of Principal/Manufacturer	_____
14.	Original Proforma Invoice (Mandatory) In Case of FOB/FOR(Imported) Attached with offer	Yes/No Not Applicable Anx_____
15.	Currency of offer	_____
16.	Place for Inspection of Offered Stores	_____
17.	c. We confirm that prices are firm and final d. Validity of our offer is 180 days after opening of commercial offer	Yes/No Yes/No
18.	We confirm Warranty/Guarantee of Stores For	_____Years
19.	Terms of Payment as per IT	Yes/No

Bid No. 5171/IT/6904/2026-27/FOR-A/Proc of Bulk Medicines/SCM dated 17 June 2026

20.	Sales Tax	Exempted/Applicable @ _____ if applicable, than included/Extra of quoted price
21.	c. Agent Commission d. We agree for percentage of agent commission as per DGDP policy	Nil / Included /Excluded/ NA Yes/ No/ Not Applicable
22.	We confirm that following documents are attached with offer:-	Yes/ No NA Anx _____
	a. MoDP / HIT letter indicating Registration / Indexation Status (Registered firms only)	NA
	b. Valid Manufacturer License by Ministry of Health	NA
	c. Production Registration Letter of Ministry of Health indicating Registration No of Store	NA
	d. Valid agency Agreement	Yes/ No NA Anx _____
	e. DGDP Letter indicating Financial Capability (Registered firms only)	Yes/ No NA Anx _____
	f. Bank Statement of Last One Year (Unregistered firms only)	Yes/ No NA Anx _____
	g. Income Tax Registration Certificate by CBR NTN	Yes/ No NA Anx _____
	h. Sale Tax Registration Letter/No	Yes/ No NA Anx _____
	i. Trade/Retail Price List	Yes/ No NA Anx _____
	j. Interchangeability certificate attached.	Yes / No NA Anx _____
	k. Certificate "in case of an additional requirement of the contracted items(s) in any quantity(s) within a period of 24 months from the date of signing the contract, these will also be completed supplied (at the ongoing	Yes / No NA Anx _____
	l. Undertaking to provide all the contracted stores/goods/ as per the specification.	Yes/No NA Anx _____
23.	Certificate that there is not Deviation from IT conditions/three is deviation from IT conditions as per following details:- (Please delete the not applicable statement) c. _____ d. _____	
24.	<u>Black listing certificate.</u> It is certified that our firm is neither defaulter nor blacklisted by any government organization directly or indirectly	

Note: Please strike out whichever is not applicable to your offer.

Signature of Firm Auth Signatory

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:
 - c. India
 - d. 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>

SECTION - E
SCHEDULE OF REQUIREMENTS
TECHNICAL SPECIFICATIONS

Schedule of Requirements Delivery Schedule

The delivery schedule expressed as weeks / month: -

Ser	Nomenclature	No of Items	Anx	Delivery Period
a.	Bulk Medicines for Medical Deptt	340	Anx A	1 x Month after signing of contract

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

ANNUAL DEMAND OF MEDICINES FY-2026-27 HIT HOSP

Ser	Type of Medicines	Nomenclature	A/U	T. Qty Req
1.	Inj	1/2 Normal Saline Injection 500ml	No	480
2.	Tab	Aceclofenac Tablet 100mg	No	18000
3.	Syrup	Acephylline Piperazine and Diphenhydramine Syrup 120ml	Bott	14400
4.	Sachet	Acetylcysteine Sachet 100mg	No	3600
5.	Cream	Adapeline Cream 01% w/v 10gm	Tube	576
6.	Inj	Adrenaline 1mg/1ml	Amp	600
7.	Cream	Alpha Arbutin Cream 2% 20gm	Tube	144
8.	Tab	Alprazolam Tablet 0.5mg	No	12600
9.	Suspension	Aluminium Hydroxide+Magnesium Hydroxide+Simethicone+Carbexymethylcellulose Suspension 120ml	Bott	4800
10.	Inj	Amikacin Injection 100mg	Vial	696
11.	Inj	Amikacin Injection 500mg	vial	744
12.	Bott	Amino Acid	Bott	480
13.	Syrup	Aminophylline+Diphenhydramine+ammonium Chloride+Menthol Syrup ` 120ml	Bott	10080
14.	Tab	Amlodipine Tablet 10mg	No	8400
15.	Tab	Amlodipine Tablet 5mg	No	14400
16.	Tab	Amlodipine+Valsartan+Hydrochlorothiazide Tablet 5+160+12.5mg	No	6000
17.	Suspension	Amoxicillin+Clavulanic Acid Suspension 156.25+31mg/5ml	Bott	2400
18.	Cap	Amoxicillin Capsule 500mg	No	7200
19.	Suspension	Amoxicillin Suspension 125mg/5ml	Bott	600
20.	Suspension	Amoxicillin+Clavulanic Acid Suspension 312.50mg/5ml	Bott	2400
21.	Tab	Amoxicillin+Clavulanic Acid Tablet 625mg	No	26400
22.	Inj	Amoxicillin+Clavulanic Potassium Injection 1.2gm	vial	3000
23.	Tab	Amoxicilline+Clavulanic Acid Tablet 1gm	No	6000
24.	Suspension	Artemether+Lumefantrine Suspension 15+90ml/5ml	Bott	120
25.	Tab	Artemether+Lumefantrine Tablet 80/480mg	No	1080
26.	Tab	Aspirin (EC) Tablet 75mg	No	38400
27.	Tab	Aspirin Soluable Tablet 300mg	No	7200
28.	Tab	Atenolol +Hydrochlorothiazide Tablet 50+12.5mg	No	1440
29.	Tab	Atenolol Tablet 50mg	No	1200
30.	Tab	Atorvastatin Tablet 10mg	No	12096
31.	Tab	Atorvastatin Tablet 20mg	No	8640
32.	Inj	Atracurium Besylate 50mg/5ml	Amp	1440
33.	Inj	Atropine 1mg/1ml	Amp	360
34.	Tab	Azithromycin Tablet 500mg	No	24000
35.	Bott	Beclomethasone (Dipropionate) Nasal Spray 50mcg/actu 15ml	Bott	480
36.	Bott	Beclomethasone Nebules For Nebulization 2ml	Amp	10800

37.	Tab	Betahistine Tablet 16mg	No	6000
38.	Tab	Betahistine Tablet 24mg	No	2400
39.	Tab	Betahistine Tablet 8mg	No	3600
40.	Tube	Betamethasone + Saliylic Acid	No	360
41.	Cream	Betamethasone Cream Topical 0.1 w/v 15gm	Tube	600
42.	Tab	Bisoprolol Tablet 2.5mg	No	5400
43.	Tab	Bisoprolol Tablet 5mg	No	12000
44.	Cap	Budesonide+Formoterol Fumarate Capsule 400/6mcg	No	11520
45.	Inj	Bupivacain HCl 10ml	Amp	480
46.	Inj	Bupivacain HCl+Glucose Anhydrous Spinal 15+165mg 2ml	Amp	1200
47.	Lotion	Calamin Lotion Topical 100ml	Bott	480
48.	Sachet	Calcium+Vitamin C Sachet	No	12600
49.	Tab	Captopril Tablet 25mg	No	9000
50.	Tab	Carbamazapine Tablet 200mg	No	7200
51.	Inj	Carboxymaltose Injection 500mg/10ml	No	300
52.	Cap	Cefixime Capsule 400mg	No	7500
53.	Suspension	Cefixime Suspension 100mg/5ml	Bott	4800
54.	Inj	Cefoprazone+Sulbactam Injection 1gm	Vial	2400
55.	Inj	Cefoprazone+Sulbactam Injection 2gm	vial	4200
56.	Inj	Cefotaxime Injection 1gm	Vial	2400
57.	Inj	Ceftazidime Injection 1gm	vial	1800
58.	Inj	Ceftazidime Injection 500mg	vial	600
59.	Inj	Ceftriaxone Injection 1gm	Vial	18000
60.	Inj	Ceftriaxone Injection 500mg	vial	2520
61.	Inj	Cefuroxime Injection 1.5gm	Vial	624
62.	Cap	Celecoxib Capsule 100mg	No	9600
63.	Cap	Celecoxib Capsule 200mg	No	7200
64.	Cap	Cephradine Capsule 500mg	No	4800
65.	Inj	Cephradine Injection 1gm	vial	672
66.	Syrup	Cetirizine Syrup 5mg/5ml	Bott	7200
67.	Tab	Cetirizine Tablet 10mg	No	15360
68.	Syrup	Chlorpherniramine Syrup 5mg/5ml	Bott	600
69.	Drops	Cholecalciferol 400IU Oral Drops	Bott	360
70.	Inj	Cholecalciferol Injection 200000IU/1ml	Amp	9600
71.	Tab	Chymotrypsin+Trypsin Tablet 10mg	No	6000
72.	Bott	Ciprofloxacin + Dexamethasone(Ear Drop)	No	480
73.	Drops	Ciprofloxacin Ear Drops 0.3% w/v 5ml	Bott	360
74.	Inj	Ciprofloxacin Injection 200mg	Vial	3000
75.	Suspension	Ciprofloxacin Suspension 125mg/5ml	Bott	360
76.	Tab	Ciprofloxacin Tablet 500mg	No	18000
77.	Inj	Citocilin Injection 1gm	amp	360
78.	Tab	Clarithromycin Tablet 500mg	No	7200
79.	Cream	Clobederm Cream 10gm	Tube	3600
80.	Tab	Clopidogrel Tablet 75mg	No	9600
81.	Tab	Clopidogrel+Aspirin Tablet 75+75mg	No	9600
82.	Lotion	Clotrimazole V Cream 1% w/v 20gm	tube	360
83.	Tab	Clotrimazole V Tablet 500mg	No	240

84.	Oint	Clotrimazole+Hydrocortisone Cream 1% w/v 10gm	Tube	600
85.	Suspension	Clarithromycin Syrup 125mg/5ml	Bott	1200
86.	Tab	Dapagliflozin 10mg	No	5040
87.	Tab	Desloratadine Tablet 5mg	No	9600
88.	Inj	Dexamethasone Injection 4mg/1ml	Amp	8400
89.	Cream	Diclofenac Diethylammonium Topical Gel 20mg	Tube	6000
90.	Tab	Diclofenac Potassium Tablet 50mg	No	12000
91.	Inj	Diclofenac Sodium Injection 75mg	Amp	16800
92.	Tab	Diclofenac Sodium Tablet 50mg	No	55200
93.	Tab	Diclofenac Sodium+Misoprostol Tablet 50mg	No	5040
94.	Tab	Diclofenac Sodium+Misoprostol Tablet 75mg	No	3600
95.	Cream	Diflucortolone+Isoconazole Cream 10gm	tube	1440
96.	Inj	Dimenhydrinate Injection 50mg	Amp	12000
97.	Tab	Dinoprostone Vaginal Pessary Tablet 10mg	No	360
98.	Misc	Diocahedral Smectite Sachet 3gm	No	2520
99.	Syrup	Diphenhydramine+Dextromethorphan+Ephedrine Dry Cough Syrup 120ml	Bott	3000
100.	Syrup	Disodium Hydrogen Citrate 26.3mg	Bott	720
101.	Syrup	Domperidone Syrup 5mg/5ml	Bott	1200
102.	Tab	Domperidone Tablet 10mg	No	36000
103.	Inj	Dopamine Injection 200mg/5ml	amp	240
104.	Tab	Dothiepin Tablet 25mg	No	3840
105.	Cap	Doxycycline Capsule 100mg	No	6000
106.	Tab	Doxylamine Succinate Pyridoxine Tablet 10+10mg	No	5040
107.	Inj	Drotaverine Injection 40mg/2ml	amp	14400
108.	Tab	Drotaverine Tablet 40mg	No	14400
109.	Cap	Duloxetine Capsule 20mg	No	6000
110.	Tab	Dydrogesterone Tablet 10mg	No	6240
111.	Tab	Ebastine Tablet 10mg	No	26400
112.	Tab	Empagliflozin Tablet 10mg	No	3600
113.	Tab	Empagliflozin Tablet 25mg	No	3600
114.	Tab	Empagliflozin+Linagliptin Tablet 25+5mg	No	16380
115.	Inj	Enoxaparin Injection 4000IU	vial	1536
116.	Inj	Enoxaparin Injection 6000IU	Vial	744
117.	Inj	Erythropoietin Injection 2000IU	Vial	360
118.	Inj	Erythropoietin Injection 4000IU	Vial	1200
119.	Tab	Escitalopram Tablet 10mg	No	18000
120.	Tab	Escitalopram Tablet 5mg	No	6000
121.	Cap	Esomeprazole Capsule 20mg	No	12000
122.	Cap	Esomeprazole Capsule 40mg	No	14400
123.	Tab	Etoricoxib Tablet 60mg	No	1440
124.	Tab	Famotidine Tablet 40mg	No	12000
125.	Tab	Fexofenadine Tablet 120mg	No	4320
126.	Tab	Fexofenadine Tablet 60mg	No	2640
127.	Tab	Fexofenadine+Pseudoephedrine Tablet 120/60mg	No	15120
128.	Misc	Flunisolide Nasal Spray 0.025% w/v 15ml	bott	180
129.	Tab	Flurbiprofen Tablet 100mg	No	10200
130.	Drops	Fluometholone Eye Drops 0.01% w/v 5ml	bott	720

131.	Tab	Folic Acid Tablet 5mg	No	30000
132.	Tab	Folic Acid+ B6+B12	No	4800
133.	Inj	Furosemide Injection 20mg	amp	7200
134.	Tab	Furosemide Tablet 40mg	No	3120
135.	Tab	Furosemide+Amiloride HCl 40+5mg Tablet	No	4200
136.	Cream	Fusidic Acid Cream 2% w/v 10gm	Tube	1200
137.	Oint	Fusidic Acid+Hydrocortisone Cream 20+10mg 15gm	tube	960
138.	Drops	Gentamicin Eye/Ear Drops 0.3% w/v 10ml	bott	240
139.	Inj	Gentamycin Injection 80mg	Amp	1140
140.	Tab	Gliclazide MR Tablet 30mg	No	3360
141.	Tab	Glimepride Tablet 1mg	No	4200
142.	Tab	Glimepride Tablet 2mg	No	18000
143.	Tab	Glimepride Tablet 3mg	No	9600
144.	Tab	Glimepride Tablet 4mg	No	19200
145.	Inj	Glucose 5% Injection 1000ml	No	960
146.	inj	Glucose 25% amp of 20ml	Vial	3360
147.	Tab	Glyceryl Trinitrate Tablet 4.6mg	No	12000
148.	Inj	Glycopyrolate 0.2mg/ml	Amp	240
149.	Inj	Glycopyrolate+Neostigmine 0.5+2.5mg/1ml	Amp	720
150.	Tube	Hemorrhoid Gel GTN	No	720
151.	Inj	Heparin Sodium Injection 5000IU/ml 10ml	Vial	360
152.	Inj	Human Albumin Injection 20% 100ml	Vial	72
153.	Inj	Human Albumin Injection 20% 50ml	Vial	72
154.	Inj	Human Diploid Cell Vaccine Rabbits Injection 0.5mg/0.5ml	vial	360
155.	Inj	Human Immunoglobulin Injection 50ml	Vial	72
156.	Inj	Human Regular Insulin Injection 100IU/ml 10ml	vial	240
157.	Cream	Hydrocortisone Cream 1% w/v 10gm	No	600
158.	Inj	Hydrocortisone Injection 100mg	Vial	15600
159.	Inj	Hydroxyprogesterone Caproate+Estradiolvalerate 250+5mg/1ml Inj	amp	180
160.	Syrup	Hyoscine-N Butylbromide Syrup 5mg	Bott	1200
161.	Suspension	Ibuprofen Suspension 200mg/5ml	Bott	7800
162.	Tab	Ibuprofen+Pseudoephedrine 400+60mg	No	7200
163.	Syrup	Ibuprofen+Pseudoephedrine Syrup 100+15mg	Bott	1260
164.	Tab	Ibuprofen Tab 400mg	No	30000
165.	Misc	Ipratropium Solution for nebulization 20ml	amp	600
166.	Misc	Ipratropium Solution for nebulization 2ml	Amp	10800
167.	Cap	Iron III Hydroxide+Polymaltose Complex Capsule	No	48000
168.	Syrup	Iron III Hydroxide+Polymaltose Complex Syrup	Bott	1440
169.	Inj	Iron sucrose Injection 100mg/5ml	Amp	4800
170.	Inj	Isoflurane 100ml Solution	Bott	360
171.	Tab	Itopride Tablet 50mg	No	18000
172.	Cap	Itraconazole 100mg	No	3600
173.	Inj	Ketamine 50mg/ml 10ml	Amp	240
174.	Lotion	Ketoconazole Lotion 60ml	Bott	1200
175.	Inj	Ketorolac Injection 30mg	Amp	24000
176.	Vial	L- Methyl Folate	Vial	9000
177.	Syrup	Lactulose Syrup 3.35gm/5ml 120ml	Bott	3000

178.	Cap	Lansoprazole Capsule 30mg	No	1920
179.	Tab	Letrozole Tablet 2.5mg	No	360
180.	Inj	Levetiracetam Injection 500mg	amp	840
181.	Syrup	Levetiracetam Syrup 100mg/5ml	Bott	360
182.	Tab	Levetiracetam Tablet 500mg	No	7200
183.	Tab	Levodopa+Carbidopa Tablet 250mg	No	1800
184.	Inj	Levofloxacin Injection 500mg	vial	1200
185.	Tab	Levofloxacin Tablet 250mg	No	5400
186.	Tab	Levofloxacin Tablet 500mg	No	12000
187.	Tab	Levosulpride Tablet 25mg	No	30000
188.	Cream	Lignocain Gel 1% w/v 15gm	Tube	2640
189.	Inj	Lignocain HCl+Adrenalin 2%+0.001%10ml	Amp	1200
190.	Inj	Lignocain Plain HCl 200mg/10ml	Amp	2640
191.	Oint	Lignocain+Eucalyptol+Alcohol+Menthol Oral Gel 20gm	Tube	1440
192.	Inj	Linezolid Injection 600mg/300ml	Bott	600
193.	Tab	Linezolid Tablet 600mg	No	4320
194.	Lotion	Liquid Paraffine 500ml	bott	540
195.	Syrup	Loratadin Syrup 5mg/5ml	Bott	1920
196.	Tab	Loratadin Tablet 10mg	No	30000
197.	Tab	Losartan Potassium Tablet 50mg	No	20400
198.	Tab	Losartan Potassium Tablet 25mg	No	8400
199.	Tab	Losartan Potassium+Hydrochlorothiazide Tablet 50/12.5mg	No	1920
200.	Tab	M/Vit With Minerals Tablet	No	30000
201.	Inj	Magnesium Sulphate Injection 500mg/ml	amp	264
202.	Inj	Mannitol Injection 20% w/v 500ml	Bott	60
203.	Inj	Mecobalamin Injection 500mcg	Amp	1440
204.	Tab	Mecobalamin Tablet 500mcg	No	42600
205.	Suspension	Mebendazole 100mg / 5ml	Bott	1080
206.	Tab	Mefenamic Acid Tablet 500mg	No	24000
207.	Tab	Meloxicam Tablet 15mg	No	7200
208.	Tab	Meloxicam Tablet 7.5mg	No	7200
209.	Tab	Memantine Tablet 10mg	No	4200
210.	Inj	Meropenem Injection 1gm	Vial	1800
211.	Inj	Meropenem Injection 500mg	Vial	1440
212.	Tab	Mesalazine 800mg Tab	No	1800
213.	Tab	Metformin Tablet 500mg	No	19920
214.	Oint	Methylated Spirit	Ltr	360
215.	Inj	Methylprednisolone Acetate 40mg	Amp	360
216.	Inj	Metoclopramide Injection 10mg/2ml	Amp	5400
217.	Tab	Metoclopramide Tablet 10mg	No	2400
218.	Inj	Metronidazole Injection 500mg	Bott	4800
219.	Suspension	Metronidazole Suspension 200mg/5ml	Bott	1200
220.	Tab	Metronidazole Tablet 400mg	No	24000
221.	Nos	Microized Purified Flavonoid Fraction	No	5400
222.	Inj	Midazolam Injection 1mg/ml	vial	1440
223.	Tab	Montelukast Tablet 10mg	No	30000
224.	Tab	Montelukast Tablet 5mg	No	5400

225.	Drops	Moxifloxacin Eye Drops 0.5% w/v 10ml	Bott	240
226.	Inj	Moxifloxacin Injection 400mg	Bott	600
227.	Tab	Moxifloxacin Tablet 400mg	No	3600
228.	Misc	Myo-Inositol +Folic Acid Sachet 2000mg/400mcg	Sachet	12000
229.	Inj	Nalbuphine Injection 10mg	Amp	780
230.	Bott	Naphazoline Hcl (Eye Drop)	No	1800
231.	Tab	Naproxin Sodium Tablet 500mg	No	14640
232.	Tab	Nebivolol Tablet 2.5mg	No	4800
233.	Tab	Nebivolol Tablet 5mg	No	6000
234.	Inj	Neostigmine 2.5mg/ml	Amp	240
235.	Tab	Nimsulide Tablet 100mg	No	24000
236.	Tab	Norethisterone Tablet 5mg	No	10800
237.	Cap	Omeprazole Capsule 20mg	No	72000
238.	Cap	Omeprazole Capsule 40mg	No	48000
239.	Inj	Omeprazole Injection 40mg	Vial	8400
240.	Misc	Omeprazole Insta+Sodium Bicarbonate Sachet 20mg	No	2400
241.	Inj	Ondanseteron Injection 8mg/4ml	amp	5400
242.	Tab	Ondanseteron Tablet 8mg	No	1800
243.	Misc	Oral Rehydration Salt Sachet 5gm	No	9000
244.	Tab	Orphenadine+Paracetamol Tablet 50+650mg	No	96000
245.	Suspension	Ossein Mineral Complex+ Vit D Suspension	Bott	600
246.	Tab	Ossein Mineral Complex+ Vit D Tablet	No	72000
247.	Inj	Oxytocin Injection 5IU/1ml	Amp	9600
248.	Inj	Pantoprazole Injection 40mg	vial	1800
249.	Tab	Pantoprazole Tablet 40mg	No	14304
250.	Syrup	Paracetamol 6Plus Syrup 250mg/5ml	Bott	1800
251.	Inj	Paracetamol Injection 1gm/100ml	Bott	26400
252.	Syrup	Paracetamol Syrup 125mg/5ml	Bott	7200
253.	Tab	Paracetamol Tablet 500mg	No	175200
254.	Tab	Paracetamol+Tramadol Tablet 325+37.5mg	No	24000
255.	Tab	Paroxetine Tablet 20mg	No	3600
256.	Inj	Peads Saline Injection 500ml	No	1200
257.	Cream	Permethrine Cream 5% w/v 30gm	tube	624
258.	Lotion	Permethrine Lotion 1%w/v	Bott	960
259.	Inj	Phloroglucinol+Trimethylphloroglucinol Injection 40mg	amp	1200
260.	Tab	Piroxicam+Cyclodextrine Tablet 20mg	No	12000
261.	Inj	Polygeline Injection 500ml	No	120
262.	Oint	Polymyxin b sulphate+Neomycin+Lignocain Topical Ointment 10gm	Tube	2400
263.	Inj	Potassium Chloride Injection 20ml	Amp	384
264.	Lotion	Povidone-Iodine Lotion 450ml	Bott	600
265.	Lotion	Povidone-Iodine Scrub 450mg	Bott	120
266.	Tab	Prednisolone Tablet 5mg	No	18000
267.	Cap	Pregablin Cap 25mg	No	1800
268.	Cap	Pregablin Capsule 50mg	No	16800
269.	Cap	Pregablin Capsule 75mg	No	10800
270.	Tab	Procyclidine Tablet 5mg	No	3600
271.	Inj	Propofol 200mg/10ml	Amp	600

272.	Tab	Propranolol Tablet 10mg	No	12000
273.	Tab	Propranolol Tablet 40mg	No	3840
274.	Inj	Rabies Immune Globulin Injection 150ug/ml	Vial	60
275.	Inj	Rho (D) Immune Globulin Injection 300mcg	amp	60
276.	Inj	Ringer Lactate Injection 1000ml	No	9600
277.	Tab	Risperidone Tablet 1mg	No	1800
278.	Tab	Risperidone Tablet 2mg	No	2400
279.	Nos	Rosuvastatin + Ezetimibe 10/10 mg	No	6000
280.	Nos	Rosuvastatin + Ezetimibe 10/20 mg	No	7200
281.	Tab	Rosuvastatin Tablet 10mg	No	7200
282.	Tab	Rosuvastatin Tablet 20mg	No	7200
283.	Misc	Saccharomyces Boulardii Sachet 250mg	No	6240
284.	Misc	Salbutamol Inhaler 100mcg/dose	No	660
285.	Misc	Salbutamol+Beclomethasone Dipropionate 100/50mcg	No	300
286.	Misc	Salmeterol xinafoate+Fluticasone Propionate 25/250mcg	No	240
287.	Tab	Seratiopeptidase Tablet 10mg	No	14400
288.	Tab	Sertraline Tablet 50mg	No	15600
289.	Inj	Sevoflurane 250ml Solution	Bott	72
290.	Oint	Silver Sulphadiazine Cream 1% w/v 20gm	Tube	540
291.	Tab	Sitagliptin Tablet 100mg	No	3600
292.	Tab	Sitagliptin Tablet 50mg	No	6000
293.	Tab	Sitagliptin+Metformin Tablet 50+1000mg	No	20400
294.	Tab	Sitagliptin+Metformin Tablet 50+500mg	No	21600
295.	Tab	Sitagliptin+Metformin XR Tablet 50/500mg	No	3600
296.	Suspension	Sodium Alginate 500mg+Calcium Carbonate 160mg+Sodium Bicarbonate 267mg/10ml Suspension	Bott	2160
297.	Drops	Sodium Bicarbonate+Glycerien Ear Drops 10ml	Bott	384
298.	Cream	Sodium Biphosphate 19.2gm+Sodium Phosphate 7.2gm 120ml Rectal Solution	No	360
299.	Inj	Sodium Chloride Injection 0.9% 1000ml	No	7200
300.	Inj	Sodium Chloride Injection 0.9% 100ml	Bott	30000
301.	Syrup	Sodium Valproate Syrup 250mg/5ml	Bott	360
302.	Tab	Sodium Valproate Tablet 500mg	No	6000
303.	Nos	Sofosbuvir / Velpatasvir	No	720
304.	Tab	Solifenacine Tablet 10mg	No	3600
305.	Inj	Soluble Insulin 30%+Isophane Insulin 70% Injection 100IU/ml 10ml	vial	1440
306.	Drops	Sulphacetamide Sodium+Prednisolone+Phenylephrine 10%/0.2%/0.12% Eye Drops	Bott	672
307.	Inj	Suxamethonium 100mg/2ml	Amp	240
308.	Tab	Tamsulosin Hcl +Dutasteride Tablet 0.4mg+0.5mg	No	3600
309.	Inj	Tazobactam+Pipracillin Injection 0.5+4gm	Vial	2400
310.	Oint	Terbinafine Cream 10gm	Tube	360
311.	Tab	Terbinafine Tablet 250mg	No	720
312.	Inj	Tetanus Toxide Injection 0.5ml	amp	4800
313.	Tab	Thyroxin Sodium Tablet 50mcg	No	13200
314.	Tab	Tizanidine Tablet 2mg	No	36000
315.	Tube	Tobramycin + Dexamethone	No	960
316.	Drops	Tobramycin Eye Drops 0.3% w/v 5ml	bott	360

317.	Drops	Tobramycin+Dexamethasone Eye Drops 0.3+0.1% w/v 5ml	bott	360
318.	Tab	Topiramate Tablet 25mg	No	4200
319.	Inj	Tramadol Injection 100mg	Amp	1800
320.	Cap	Tranexamic Acid Capsule 500mg	No	3720
321.	Inj	Tranexamic Acid Injection 500mg	Amp	3600
322.	Vial	Triamcinolone Acetonide 40mg	No	3600
323.	Tab	Valsartan+Amlodipine Tablet 160+10mg	No	7200
324.	Tab	Valsartan+Amlodipine Tablet 5/80mg	No	14400
325.	Tab	Valsartan+Amlodipine Tablet 5+160mg	No	6000
326.	Inj	Vancomycin Injection 1gm	vial	360
327.	Tab	Vildagliptin Tablet 50mg	No	1800
328.	Tab	Vildagliptin+Metformin Tablet 50+1000mg	No	2400
329.	Tab	Vildagliptin+Metformin Tablet 50+500mg	No	3840
330.	Drops	Vitamin A Drops 10ml	Bott	360
331.	Inj	Vitamin B Complex Injection 2ml	amp	2160
332.	Syrup	Vitamin B Complex Syrup 120ml	Bott	2400
333.	Tab	Vitamin B Complex Tablet	No	2400
334.	Drops	Vitamin D Drops 10ml	Vial	600
335.	Cap	Vitamin E Cap 400mg	No	3840
336.	Inj	Vitamin K 10mg	Amp	720
337.	Cap	Vonoprazan Capsule 20mg	No	6000
338.	Drops	Xylometazoline HCl 0.1% Nasal Drops	No	1200
339.	Tab	Zinc Sulphate	No	2400
340.	Syrup	Zinc Sulphate Syrup 10mg/5ml	Bott	960

- Note: a. Failure to complete the intended supplies even after (insert number 60 of days) days will result in the forfeiture of performance security and the company/firm/supplier may be blacklisted.
- b. The medicines should be delivered with clear marking **“for HIT Hosp use only”**.

TECHNICAL QUOTATION FORMAT

Ser	IT No	Nomenclature	A/U	Packing	Coy / Brand	Remarks

FINANCIAL QUOTATION FORMAT

Ser	IT No	Nomenclature	Packing	A/U	Qty	Coy /Brand	Unit Price Excl GST	18% GST	Unit Price Incl GST

TECHNICAL SPECIFICATIONS

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Supply Chain Management Directorate without qualifying their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the pharmaceuticals to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all pharmaceuticals and materials to be incorporated in the therapeutic goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the therapeutic goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar therapeutic goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Supply Chain Management Directorate's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Purpose of Technical Specification:

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Therapeutic Goods and Related Services required by the Supply Chain Management Directorate. The Supply Chain Management Directorate shall prepare the detailed TS take into account that:

3. The TS constitute the benchmarks against which the Supply Chain Management Directorate will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Supply Chain Management Directorate.
4. Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - f. Standards of materials and workmanship required for the production and manufacturing of the Therapeutic Goods.
 - g. Detailed tests required (type and number).
 - h. Other additional work and/or Related Services required to achieve full delivery/completion.
 - i. Detailed activities to be performed by the Supplier, and participation of the Supply Chain Management Directorate thereon.
 - j. List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Supply Chain Management Directorate without qualifying their bids. The sample text provided in this section should serve as guidance only. This text is not intended to be used verbatim since technical specifications specific to each procurement should be drafted by the Supply Chain Management Directorate for inclusion in the bidding documents. In the context of international competitive bidding (ICB) among qualified firms, the specifications must be drafted to permit

the widest possible competition. The technical specifications establish the requirements for good manufacturing practices (GMPs), pharmacopoeia standards, nomenclature, and description required for each product, shelf life and package expiration date parameters, labeling instructions, packaging instructions, GMP and quality assurance certificates required, and other evidence of product quality to be submitted with the bid and with each shipment. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated,

Specific pharmacopoeia standards should be listed for each product; if any of a range of standards is adequate (British Pharmacopoeia, United States Pharmacopoeia, European Pharmacopoeia, or International Pharmacopoeia), this should be noted. If special packaging or labeling is required for a subset of products, this should be indicated on the schedule of requirements (see above), but a generic statement of packaging and labeling applied to all products should be included in the general technical specifications. Instructions about labeling (contents and language) and package inserts can be included in the technical specifications, unless there are specific requirements for each batch or schedule of requirements.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable (to complete an otherwise incomplete specification) they should always be followed by the words "or equivalent."

Where appropriate, drawings, including site plans as required, may be furnished by the Supply Chain Management Directorate with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Supply Chain Management Directorate during contract execution.

TECHNICAL SPECIFICATIONS OF PHARMACEUTICALS

1.	Specification	1.1	The Therapeutic Goods to be procured by the Supply Chain Management Directorate for this Invitation for Bids is indicated in the PA's <i>current</i> national essential drugs list or national formulary.
		1.2	Product specifications indicate dosage form (e.g., tablet, <i>capsules</i> , <i>dry syrup</i> , liquid, ointment, injectable, emulsion suspension, etc.) and the drug content (exact number of mg or <i>international units</i> [IU] or % v/v, w/w or v/w <i>acceptable range</i>).
		1.3	The Therapeutic Goods should conform to standards specified in the following compendia: [Hospital should specify an accept Pharmacopoeia standard from one of the following: the British Pharmacopoeia, the United States Pharmacopoeia, the International Pharmacopoeia or the European Pharmacopoeia, the latter particularly for raw materials.] <i>The standards will be the latest edition unless otherwise stated by the Hospital or other if applicable</i>
		1.4	In case the pharmaceutical product is not included in (the specified compendium, <i>but included in the Procuring agenc's national essential drug list</i> , the Hospital should clearly indicate <i>acceptable limits</i> and the Supplier, upon award of the Contract, must provide the reference, standards and testing protocols to allow for quality control testing
		1.5	Not only the pharmaceutical item, but also packaging and labeling components (e.g., bottles, closures, and <i>labeling</i>) should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the Pakistan. All packaging must be properly sealed and tamper-proof <i>and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the Drug Regulatory Authority of Pakistan (DRAP)</i> . The Supply Chain Management Directorate should specify any additional <i>special requirements</i> .
2.	Product packaging	2.1	Drug Rule 1986 (labeling and Packaging rule) framed under Drug Act 1976 shall be followed for labeling and packaging.
		2.2	Packaging of the product shall comply with DRAP GMP standards. Primary packaging – <ul style="list-style-type: none"> • Sterile or non-sterile as appropriate. E.g. for sterile items, transparent film to allow clear identification of the content – sachet, plastic box, peel-off sachet; • For pharmaceutical products in tablets/capsule. For item with tablets/capsules or less, it shall be preferably in blister pack. • Glass containers will not be accepted above a maximum of 250 ml. • Glass bottles must be separated by criss-cross box dividers or box partitions or be packed individually in cartons. • For glass ampoules, single ended, break-off necks are required. • Primary packaging must bear appropriate labels providing content and usage information
		2.3	Secondary packaging – to protect the primary packaging – e.g. cardboard, rigid wrapping.
		2.4	All the requirement of the labeling and packaging rule 1986 including the name of drug/medicine both brand and generic name, equally prominent should be printed/written in indelible ink both in English and Urdu on the outer cartons and each pack, bottle, blister, tube.
		2.5	Therapeutic Goods requiring refrigeration or freezing <i>or those that should</i>

			<i>not fall below a certain minimum temperature for stability</i> must specifically indicate storage requirements on labels and Packed and be supplied in special vehicle with packing to ensure stability in transit from point of shipment or transport.
3.1	Labeling Instructions	3.1	The label of the primary packing for each pharmaceutical and vaccine products shall meet the GMP standard of the DRAP and include: Primary packaging shall be imprinted with the following: j. Name of manufacturer; k. Address of manufacturer's manufacturing site; l. Article reference of the manufacturer and the supplier; m. Details to identify device (in English, French and Spanish): description, composition as appropriate; n. Batch number prefixed by the word "LOT" o. Items with limited shelf life: expiry date using the words "use before (month)/(year) or prefixed by "EXP" p. Items without expiry date: the date of manufacture (year) prefixed by the harmonized symbol, unless information already incorporated into the batch number or serial number q. For single use items, the words "DO NOT RE-USE" or "FOR SINGLE USE" r. For sterile items, the word "STERILE" I, plus a warning, advising to "check the integrity of the sterile packaging before use."
		3.2	In addition, the primary packaging for pharmaceutical products shall be labelled with the Following: n. Name of drug; o. Pharmaceutical dosage form; p. Active pharmaceutical ingredient(s); type and amount; q. Name and amounts of excipients with relevant medical and pharmaceutical effects e.g. preservatives, sugar content; r. Net quantity per unit; s. Instructions/direction for use; t. Batch number; u. Expiry date; v. Storage conditions including warnings and precautions ; w. If reconstitution is required, the storage conditions after reconstitution and shelf-life; x. Name of manufacturer; y. Address of manufacturing site (For contract manufacturer, indicate clearly that: z. Manufactured by A for Company
		3.3	Secondary packaging for pharmaceutical products shall be imprinted with the following: f. Name of manufacturer; g. Address of manufacturing site; h. Labelling same as on primary packaging; – i. Any special storage conditions and or handling conditions; j. Instructions for use in English or any other language as stipulated in BDS
		3.4	The outer case or carton should also display the above information.
4.	Additional Instruction	4.1	The supplier are required to furnish warranty certificate with regard to potency and stability (including coloration of medicine) of the drug for human consumption etc. in accordance with the Drug Act, 1976 and DRAP Act, 2012 and Rules framed thereunder.
		4.2	After signing of the contract, the supplier shall submit the sample of

			finished medicine in accordance with the above instructions for approval.
5.	Case Identification	5.1	All cases should prominently indicate the following: (j) Supply Chain Management Directorate's line and code numbers; (k) The generic name of the product; (l) The dosage form (tablet, ampoule, syrup); (m) Date of manufacture and expiry (in clear language not code); (n) Batch number; (o) Quantity per case; (p) Special instructions for storage; (q) Name and address of manufacture; and (r) Any additional cautionary statements.
		5.2	No case should contain pharmaceutical products from more than one batch.
6.	Unique Identifiers	6.1	HIT Hospital shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the labels of the containers used for packaging and in certain dosage forms, such as tablets, and ampoules and this will be in the Technical Specifications. The design and detail will be clearly indicated at the time of bidding, and confirmation of the design of such logo shall be provided to the Supplier at the time of contract award.
7.	Patient Information leaflets and package inserts	7.1	Every pack must have Patient Information Leaflets (PILS), instructions inserted inside package printed in English language or any other language as per stipulated in BDS
8	Shelf Life	8.1	Therapeutic Goods must have long shelf life/expiry more than 12 months or 70% in case of imported product and 85% in case of locally manufactured product, but not less than 12 months in any case. Supply Chain Management Directorate shall make decision regarding any relaxation in shelf life/ expiry date.
9.	Testing Verification procedure	9.1	After delivery of drug Medicine at Supply Chain Management Directorate Premises, PA may send sample from each batch to Central Drug testing Laboratory (CTDL) or Drug testing Laboratory for testing. The inspection committee constituted by Supply Chain Management Directorate shall inspect the quantity, specification of therapeutic goods after receipt of standard quality report from CDTL/DTL concerned if required. The cost of lab tests shall be borne by the supplier.
		9.2	In Case of substandard report of any batch, the supplier has the right to go for relevant appellate forum. If it is again declared substandard, the supplier will be bound to resupply the entire fresh stock of that batch free of cost within the reasonable time period to be intimated by the Supply Chain Management Directorate but not late then 30 days from date of intimation, which will be subject to completion of all testing and verification formalities, at the parallel the case will also be forwarded to DRAP for legal action as per Drug Act 1976, DRAP Act 2012 and Rules made thereunder for the disposal of substandard stock.
		9.3	The Supply Chain Management Directorate after examination stock can reject, even if it is declared of standard quality by CDTL/DTL, if not found according to approved sample and other technical specification like packaging, labeling, printing and quantity etc.
10	Transport of temperature sensitive	10.1	For procurement of pharmaceuticals which are to be stored at specific temperature shall require controlled temperatures during transportation. Sufficient arrangement shall be made to transport the required

	pharmaceuticals		therapeutic goods in specific temperature.
11.	Standards of Quality Control for Supply	11.1	The successful Supplier will be required to furnish to the HIT Hospital: (e) With each consignment, and for each item a DRAP certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit, and other tests, as applicable to the Therapeutic Goods being supplied and the manufacturer's certificate of analysis; (f) Assay methodology of any or all tests if requested; (g) Evidence of bioavailability and/or bio- equivalence for certain critical Therapeutic Goods upon request. <i>This information would be supplied on a strictly confidential basis only; and</i> (h) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
		11.2	The Supplier will also be required to provide the HIT Hospital with access to its manufacturing facilities to aspect the compliance with the GMP requirements and quality control mechanisms.
12.	Replacement of Stocks	12.1	Firm / supplier is responsible for replacement of short expiry / un consumed stocks upon intimation from project 03 month prior to expiry of the product at their own expenses

SECTION - F
EVALUATION AND QUALIFICATION CRITERIA
(SAMPLE)

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

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

Ser	Description	Max Points	Explanation for Marks Obtained	Remarks
(4)	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
(5)	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.
(6)	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		

f. **Past Experience / Past Record**

Ser	Description	Max Points	Explanation for Marks Obtained
(3)	Projects of similar nature and complexity of last Three years	10	3 years (1.3 mark per contract Max 3.3 marks per year)
(4)	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	

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

Ser	Description	Max Points	Maximum Points
(3)	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= $\frac{X2}{X1} * 2.5$
(4)	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= $\frac{X2}{X1} * 2.5$
(5)	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= $\frac{X2}{X1} * 2.5$
(6)	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
(7)	Risk and Expense action against firm approved	2.5	0.5 x marks will be deducted against each Risk and Expense action approved
(8)	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	

- h. **Parameters (Project Technical Evaluation)**

Ser	Description	Max Points	Marks Obtained
(2)	a. Proof of Manufacturing of Quoted items. b. Authorized Distribution Certificate. c. If no documentary evidence is provided the firm would be rejected (Mandatory)	10	
(3)	Should have experience of supply of quoted items to tertiary care Hospitals for minimum 3 years. Supporting documents to be attached (Mandatory)	10	
(4)	(Mandatory Clause) Minimum annual turnover of previous three financial years for tender participation should not be less than: a. Rs. 100 Mn for Medicines b. Rs. 50 Mn for Lab Kits/ equipment c. Rs. 20 Mn for Disposable	05	
(5)	Internal audit report for 3 years as a proof of sound financial background of firm	05	
(6)	Provision of samples with the quotation by opening date. The item would be rejected if a. Sample is not provided for quoted item	10	

	b. Manufacturing Company is not in the top 20 of the manufactures list		
(7)	The Quoted items should be registered with DRAP, if applicable. (attach relevant documents)	05	
(8)	Undertaking on Rs.100 Judicial stamp duty verified by notary public to be provided being the firm to honor the response time for warranty / replacement within 72 hours when informed by hospital	05	
Total		50	

Mandatory:- Deficient documents to be provided within two working days of tender opening date, otherwise the Firm would be rejected.

SECTION - G
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 _____

- (c) the Technical Proposal, and
- (d) the Financial Proposal.

In submitting our Bid we make the following declarations:

15. **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
16. **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
17. **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;
18. **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];
19. **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];
20. **Discounts:** The discounts offered and the methodology for their application are:
c. The discounts offered are: [Specify in detail each discount offered]
d. 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];
21. **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;

22. **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
23. **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;
24. **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;
25. **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]*;
26. **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;
27. **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
28. **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]*

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.

COMMERCIAL OFFER

Price Schedule

Therapeutic Goods Manufactured Pakistan, or to be Imported

Purchaser's Country _____		Currencies in accordance with ITB 17						Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Therapeutic Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Therapeutic Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 16.7)	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of therapeutic Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

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]*

PART II
CONDITIONS OF THE CONTRACT

SECTION - H:
GENERAL CONDITIONS OF THE CONTRACT
(GCC)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			x. “Authority” means Public Procurement Regulatory Authority.
			y. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 34 hereunder.
			z. The “Contract” means the agreement entered into between the Supply Chain Management Directorate and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			a. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			b. “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			c. “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			d. The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			e. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.
			ff. “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Consignee address under Contract.
			g. “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Supply Chain Management Directorate upon fulfillment of the conditions precedent stipulated in GCC Clause 3 .
			h. “Related Services” means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			ii. “GCC” means the General Conditions of Contract contained in this section.
			jj. “Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC .
			k. “SCC” means the Special Conditions of Contract.
			ll. “Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Supply Chain Management Directorate and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC .
			m. “Project Name” means the name of the project stated in SCC .
			n. “Day” means calendar day.
			o. “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.

			p “ End User ” means the organization(s) where the goods will be used, as named in the SCC .
			q “ Origin ” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
			rr “ Force Majeure ” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, “ Force Majeure ” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
			s “ Specification ” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Hospital.
			tt The Supplier's Bid is the completed Bid document submitted by the Supplier to the Supply Chain Management Directorate.
2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: i. Form of Contract, j. Special Conditions of Contract, k. General Conditions of Contract, l. Letter of Acceptance, m. Certificate of Contract Commencement n. Specifications o. Contractor's Bid, and p. Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3.	Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - c. Submission of performance Security (or guarantee) in the form specified in the SCC ; d. Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Supply Chain Management Directorate is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Supply Chain Management Directorate shall be written in the language specified in SCC . The version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC .
6.	Country of Origin	6.1	The origin of Therapeutic Goods (Pharmaceuticals) and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The Therapeutic Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
8.	Joint Venture Consortium or Association	8.1	If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser
9.	Contract Documents	9.1	Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
10	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	10.1	The Supplier shall not, without the Supply Chain Management Directorate's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Supply Chain Management Directorate in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		10.2	The Supplier shall not, without the Supply Chain Management Directorate's prior written consent, make use of any document or information enumerated in GCC Clause 10.1 except for purposes of performing the Contract.

		10.3	Any document, other than the Contract itself, enumerated in GCC Clause 10.1 shall remain the property of the Supply Chain Management Directorate and shall be returned (all copies) to the Supply Chain Management Directorate on completion of the Supplier's performance under the Contract if so required by the Supply Chain Management Directorate.
		10.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
11	Patent and Copy Rights	11.1	The Supplier shall indemnify the Supply Chain Management Directorate against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Therapeutic Goods or any part thereof in Pakistan.
		11.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Supply Chain Management Directorate by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Supply Chain Management Directorate directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
12	Scope of Supply	12.1	The therapeutic Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements
13	Performance Guarantee	13.1	The Performance Guarantee shall be provided to the Supply Chain Management Directorate no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Supply Chain Management Directorate, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC .
		13.2	The proceeds of the Performance Guarantee shall be payable to the Supply Chain Management Directorate as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		13.3	The Performance Guarantee shall be in one of the following forms:
			c. A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Supply Chain Management Directorate; or
			d. A cashier's or certified check.
		13.4	The performance guarantee will be discharged by the Supply Chain Management Directorate and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC .
14	Supplier's Responsibility	14.1	The Supplier shall supply all the Therapeutic Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 17

15	Inspections and Test	15.1	The Supply Chain Management Directorate or its representative shall have the right to inspect and /or to test the therapeutic Goods to confirm their conformity to the Contract specifications at no extra cost to the Supply Chain Management Directorate. SCC and the Technical Specifications shall specify what inspections and tests the Supply Chain Management Directorate shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		15.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Therapeutic Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Supply Chain Management Directorate.
		15.3	Should any inspected or tested Therapeutic Goods fail to conform to the Specifications, the Supply Chain Management Directorate may reject the Therapeutic Goods, and the Supplier shall replace the rejected Therapeutic Goods to meet specification requirements free of cost to the Supply Chain Management Directorate.
		15.4	The Supply Chain Management Directorate's right to inspect, test and, where necessary, reject Therapeutic Goods after its arrival in the Supply Chain Management Directorate's country shall in no way be limited or eared by reason of the Therapeutic Goods having previously been inspected, tested, and passed by the Supply Chain Management Directorate or its representative prior to the Therapeutic Goods' shipment from the country of origin.
		15.5	Nothing in GCC Clause 13 shall in any way release the supplier from any warranty or other obligations under this Contract.
16	Packing	16.1	The supplier shall provide such packing of the Therapeutic Goods as required in the Technical Specification of the Bidding Documents to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Therapeutic Goods final destination and the absence of heavy handling facilities at all points in transit.
		16.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Supply Chain Management Directorate.
	Delivery and Documents	17.1	Documents to be submitted by the Supplier are specified in SCC .
20	Related Services	20.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :
		f.	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Therapeutic Goods;

			g. Furnishing of tools required for assembly and/or maintenance of the supplied Therapeutic Goods;
			h. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Therapeutic Goods;
			i. Performance or supervision or maintenance and/or repair of the supplied Therapeutic Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
			j. Training of the Supply Chain Management Directorate's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Therapeutic Goods.
		20.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Therapeutic Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
21	Warranty/ Defect Liability Period	21.1	The Supplier warrants that the Therapeutic Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Therapeutic Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Supply Chain Management Directorate, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Therapeutic Goods in the conditions prevailing in Pakistan.
		21.2	This warranty shall remain valid for a period specified in the SCC after the Therapeutic Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC .
		21.3	The Supply Chain Management Directorate shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
22	Payment	22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
		22.2	The Supplier's request(s) for payment shall be made to the Supply Chain Management Directorate in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.
		22.3	Payments shall be made promptly by the Supply Chain Management Directorate, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Supply Chain Management Directorate makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .

		22.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		22.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 22.4
23	Prices	23.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		23.2	Prices charged by the Supplier for Therapeutic Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Supply Chain Management Directorate's request for Bid Validity extension, as the case may be.
24	Change Orders	24.1	The Supply Chain Management Directorate may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
		e.	Drawings, designs, or specifications, where Therapeutic Goods to be furnished under the Contract are to be specifically manufactured for the Supply Chain Management Directorate;
		f.	The method of shipment or packing;
		g.	The place of delivery; and/or
		h.	The Services to be provided by the Supplier.
		24.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Supply Chain Management Directorate change order.
		24.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
25.	Contract Amendments	25.1	Subject to GCC Clause 24 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
26.	Assignment	26.1	Neither the Supply Chain Management Directorate nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
27.	Sub-contracts	27.1	The Supplier shall consult the Supply Chain Management Directorate in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		27.2	Subcontracts must comply with the provision of GCC Clause 5 .
28.	Delays in the Supplier's Performance	28.1	Delivery of the Therapeutic Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Supply Chain Management Directorate in the Schedule of Requirements.

		28.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Therapeutic Goods and performance of Services, the Supplier shall promptly notify the Supply Chain Management Directorate in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Supply Chain Management Directorate shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		28.3	Except as provided under GCC Clause 31 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 29 , unless an extension of time is agreed upon without the application of liquidated damages.
29.	Liquidated Damages	29.1	Subject to GCC Clause 31 , if the Supplier fails to deliver any or all of the Therapeutic Goods or to perform the Services within the period(s) specified in the Contract, the Supply Chain Management Directorate shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Therapeutic Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Supply Chain Management Directorate may consider termination of the Contract.
30.	Termination for Default	30.1	The Supply Chain Management Directorate or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		30.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		i.	the Supplier fails to deliver any or all of the Therapeutic Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Supply Chain Management Directorate; or
		j.	the Supplier fails to perform any other obligation(s) under the Contract;
		k.	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC ;
		l.	the supplier has abandoned or repudiated the contract.
		m.	the Supply Chain Management Directorate or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		n.	a payment is not paid by the Supply Chain Management Directorate to the Supplier after Number of days Specified in SCC from the due date for payment;
		o.	the Supply Chain Management Directorate gives Notice that Therapeutic goods delivered with a defect is a fundamental breach of Contract and the

			Supplier fails to correct it within a reasonable period of time determined by the Supply Chain Management Directorate; and
		p.	if the Supply Chain Management Directorate determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		30.3	For the purpose of this clause:
			Corrupt and Fraudulent Practice ” in respect of procurement process, shall be either one or any combination of the practices including,- f. "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; g. "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
			h. "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; i. "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and j. "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract..
		30.4	In the event the Supply Chain Management Directorate terminates the Contract in whole or in part, the Supply Chain Management Directorate may procure, upon such terms and in such manner as it deems appropriate, Therapeutic Goods or Services similar to those undelivered, and the Supplier shall be liable to the Supply Chain Management Directorate for any excess costs for such similar Therapeutic Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
31.	Termination for Force Majeure	31.1	Notwithstanding the provisions of GCC Clauses 29, and , neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent

		31.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Supply Chain Management Directorate in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
32.	Termination for Insolvency	32.1	The Supply Chain Management Directorate may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Supply Chain Management Directorate.
33.	Termination for Convenience	33.1	The Supply Chain Management Directorate, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Supply Chain Management Directorate’s convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		33.2	The Therapeutic Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Supply Chain Management Directorate at the Contract terms and price. For the remaining Goods, the Supply Chain Management Directorate may elect:
		c.	To have any portion completed and delivered at the Contract terms and prices; and / or
		d.	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Therapeutic Goods and Services and for materials and parts previously procured by the Supplier.
34.	Disputes Resolution	34.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		34.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
35.	Procedure for Disputes Resolution	35.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
		35.2	The rate of the Arbitrator’s fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

		35.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC .
36.	Replacement of Arbitrator	36.1	Should the Arbitrator resign or die, or should the Supply Chain Management Directorate and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
37.	Limitation of Liability	37.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement,
			c. The supplier shall not be liable to the Supply Chain Management Directorate, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Supply Chain Management Directorate; and
			d. The aggregate liability of the Supplier to the Supply Chain Management Directorate, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Supply Chain Management Directorate with respect to patent infringement.
38.	Notices	38.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .
		38.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
39.	Effectiveness of the Contract	39.1	Unless otherwise specified in the SCC, the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the Purchaser's Country that the Therapeutic Goods have been registered for use in the Supply Chain Management Directorate's Country.
		39.2	If thirty (30) days, or such longer period specified in the SCC, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 39.1 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's Performance Security shall be promptly returned.
40.	Extension	40.1	If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Therapeutic Goods or completion of Related Services, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

		40.2	Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 29, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 39.1
41.	Taxes and Duties	41.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		41.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Supply Chain Management Directorate shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		41.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Supply Chain Management Directorate.

PART II
CONDITIONS OF THE CONTRACT

SECTION - I
SPECIAL CONDITIONS OF THE CONTRACT
(SCC)

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

2. The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<u>Definitions (GCC 1)</u>		
1.	1.1	The Supply Chain Management Directorate is: <i>[Name and address]</i>
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: <i>[write the name of title or project]</i>
<u>Governing Language (GCC 4)</u>		
4.	4.1	The Governing Language shall be:
<u>Applicable Law (GCC 5)</u>		
5.	5.1	The Applicable Law shall be: Laws of the
<u>Country of Origin (GCC 6)</u>		
6.	6.1	Country of Origin is
<u>Performance Security (or guarantee) (GCC 13)</u>		
7.	13.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: <i>[below the ten (10) percent of the Contract Price]</i>
8.	13.4	After delivery and acceptance of the Therapeutic Goods, 5% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 21.2 .
<u>Inspections and Tests (GCC 15)</u>		
9.	15.1	Inspection and tests prior to shipment of Therapeutic Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Therapeutic Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Supply Chain Management Directorate in order to ensure that the Therapeutic goods are manufactured in compliance with the contract.
<u>Packing (GCC Clause 16)</u>		
10.	16.2	The following SCC shall supplement GCC Clause 16.2 : The Therapeutic Goods shall be packed properly in accordance with standard export packing specified by the Supply Chain Management Directorate in the Technical Specification.
<u>Delivery and Documents (GCC Clause 17)</u>		
11.	17.1	For Therapeutic Goods from within Pakistan: Upon delivery of the Therapeutic Goods to the transporter, the Supplier shall notify the Supply Chain Management Directorate and mail the following documents to the Supply Chain Management Directorate: f. one original plus four copies of the Supplier's invoice showing Therapeutic Goods' description, quantity, unit price, and total amount; g. delivery note, railway receipt, or truck receipt; h. Manufacturer's or Supplier's warranty certificate; i. inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and j. Certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Supply Chain Management

		Directorate before arrival of the Therapeutic Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	Related Services (GCC Clause 20)	
13.	20.1	Related services to be provided are: <i>[Selected services covered under GCC Clause 16 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
	Warranty (GCC Clause 21)	
14.	21.2	In partial modification of the provisions, the warranty period shall be ___-__ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: b. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or c. pay liquidated damages to the Supply Chain Management Directorate with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
15.	21.4 & 21.5	The period for correction of defects in the warranty period is:
	Payment (GCC Clause 22)	
16.	22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Therapeutic Goods and Services supplied from within Pakistan: Payment for Therapeutic Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows: b. Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Documents or another form acceptable to the Supply Chain Management Directorate. c. On Delivery. Percent of the Contract Price shall be paid on receipt of the Therapeutic Goods and upon submission of the documents specified in GCC Clause 11 . d. On Acceptance: The remaining 100% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Supply Chain Management Directorate.
	22.2	Rate to be used for paying the Supplier's interest on the late payment made by Supply Chain Management Directorate shall be [<i>insert: rate</i>].
	Prices (GCC 23)	
17	23.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>[To be inserted only if price is subject to adjustment.]</i>
	Liquidated Damages (GCC Clause 29)	

18.	29.1	Applicable rate: <i>[insert rate]</i> Maximum deduction: is equal to the performance security. Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.
Procedure for Dispute Resolution (GCC Clause 34)		
19.	34.3	<p>Dispute Resolution</p> <p>(a) For Contracts to be entered with foreign Contractor/ Service Provider: All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(b) For Contracts to be entered with nationals of Pakistan:</p> <p>(7) If any dispute of any kind whatsoever shall arise between the Supply Chain Management Directorate and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</p> <p>(8) At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p> <p>(9) At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in <i>[Insert name of the city]</i> and proceedings will be conducted in <i>–[Specify language] language.</i></p> <p>(10) The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>(11) Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>(12) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Supply Chain Management Directorate shall pay the Supplier any monies due to the Supplier.</p>
Notices (GCC Clause 38)		
20.	38.1	— Supply Chain Management Directorate's address for notice purposes: —Supplier's address for notice purposes:
Effectiveness of the Contract (GCC Clause 39)		
21.	39.1	The Effective Date of the Contract is <i>[insert: date of Contract signing if EITHER: (i) the Therapeutic Goods have already been registered at the time of Contracting signing OR (ii) registration of the Therapeutic Goods is not a requirement under the Applicable Law. Otherwise, delete and insert "NOT USED."]</i>
	39.2	The time period shall be <i>[insert: a number greater than 30] days. <i>[If not used, delete and insert "NOT USED."]</i></i>

PART II
CONDITIONS OF THE CONTRACT

SECTION - J:
CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20____ between [*name and address of Supply Chain Management Directorate*] of Pakistan (hereinafter called “the Supply Chain Management Directorate”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Supply Chain Management Directorate invited Bids for certain Therapeutic goods (Pharmaceuticals) and related-services, viz., [*brief description of therapeutic goods and services*] and has accepted a Bid by the Supplier for the supply of those therapeutic goods and related services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (i) This form of Contract;
 - (j) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (k) the Schedule of Requirements;
 - (l) the Technical Specifications;
 - (m) the Special Conditions of Contract;
 - (n) the General Conditions of the Contract;
 - (o) the Supply Chain Management Directorate’s Letter of Acceptance; and
 - (p) [*add here: any other documents*]
3. In consideration of the payments to be made by the Supply Chain Management Directorate to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Supply Chain Management Directorate to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Supply Chain Management Directorate hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Supply Chain Management Directorate)

Witness to the signatures of the Supply Chain Management Directorate:
.....

Signed, sealed, delivered by _____ the _____ (for the Supply Chain Management Directorate)

Witness to the signatures of the Supplier:

Performance Guarantee Form

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

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of therapeutic goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

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

[Buyer]

[Seller/Supplier]

DECLARATION CERTIFICATE

1. It is certified that M/s _____ participate for tender no _____
FY _____. There is no blood relative of this company (Firm) is held in Heavy Industries Taxila
and also this Company has no any contact / relationship with Heavy Industries Taxila employees before /after
participating of said bid.

2. This Certificate is signed by CEO / MD of this Company, any legal action will be taken by your
organization if found any ambiguity.

CEO/MD
Name Company firm

STANDARD BIDDING DOCUMENT

Procurement of Therapeutic Goods

(Pharmaceuticals)

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)

FOR

Procurement of Medical Store Items (OT Department)

Bid No. 5171/IT-6905/2026-27/FOR/OT/Med/SCM dated 17 June 2026



Bid Submission Date: 15 July 2026 at 1030 hours

Bid Opening Date : 15 July 2026 at 1100 hours

SUPPLY CHAIN MANAGEMENT DIRECTORATE
HEAVY INDUSTRIES TAXILA, TAXILA CANTT

HEAVY INDUSTRIES TAXILA
TENDER NOTICE

Date: 17 June 2026

5. 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: -

Tender No	Nomenclature	A/U	Qty	Delivery Period	Last date of Collection of Tender Documents	Date and time of Tender	
						Submission	Opening
IT-6905	Procurement of Medical store Items for OT Deptt Annexure "A"	Attached at Annexure "A"		2 x Months after signing of contract	Tender available on PPRA website	15 July 2026 at 1030 hours	15 July 2026 at 1100 hours

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

6. 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 100 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 Director *Supply Chain Management Directorate*.

For further Information

Tel: (051) 9315333 Ext 63215
Fax: (051) 9315029
Email: scm.for_hit@margallahil.com

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PART-I

BIDDING PROCEDURE & REQUIREMENTS

INVITATION TO BIDS
HEAVY INDUSTRIES TAXILA



Bid No. 5171/IT-6905/2026-27/FOR/OT/Med/SCM dated 17 June 2026
FOR
Procurement of Medical Store Items (OT Department)

Date: 17 June 2026

15. 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 _____ June 2026.

16. The Heavy Industries Taxila now invites sealed bids from eligible Suppliers for the Procurement of Medical Store Items (OT Department). 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, 15 July 2026	Tender Box available at Gate No 5
b.	Bid opening (Technical)	11:00 hours, 15 July 2026	Venue Supply Chain Management Directorate HIT Taxila
c.	Pre bid meeting	1000 hrs at 08 July 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.

17. 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, Heavy Industries Taxila as per the instructions provided in this IT.

18. 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.

19. 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.
20. This IT consists of **85 x pages** and comprises following forms: -
- a. **Section – A**. Invitation letter and general instructions to the firms.
 - b. **Section – B**
 - (1) **Part – I**. Bid Data Sheet
 - (2) **Part – II**. General terms / conditions governing the contract
 - (3) **Part –III**. Standard Terms and condition / technical specifications.
 - c. **Section - C**. Firms' response as well as essential forms to be submitted.
21. 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

www. Scop e of Bid	1.1	The Supply Chain Management Directorate, as indicated in the Bid Data Sheet (BDS) invites Bids for the supply of Therapeutic Goods (Pharmaceuticals) and related services incidental thereto as specified in the BDS described in Section E - Technical Specifications & Schedule of Requirements. The Name, Identification and Number of Lots (contracts) of the procurement are specified in BDS.
	1.2	The successful Bidders will be expected to supply the Therapeutic Goods (Pharmaceuticals) within the specified period and timeline(s) as stated in the BDS.
xxxx. Source of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
yyyy. Eligible Bidders	3.27	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.
	3.28	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.
	3.29	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.30	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.
	3.31	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.
	3.32	Foreign Bidders must satisfy all relevant licensing/or registration requirement with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive Bidding with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence

		shall be submitted to the Supply Chain Management Directorate along with their bid, however, the final award will be subject to the complete registration process.
	3.33	<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> <ul style="list-style-type: none"> (o) 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 be procured under this Invitation for Bids. (p) have controlling shareholders in common; or (q) receive or have received any direct or indirect subsidy from any of them; or (r) have the same legal representative for purposes of this Bid; or (s) 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 (t) Submit more than one Bid in this Bidding process. (u) Participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the Bid.
	3.34	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> (m) he is declared bankrupt or, in the case of company or firm, insolvent; (n) 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; (o) 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; (p) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (q) 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. (r) 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.
	3.35	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.

	3.36	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.
	3.37	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
	3.38	Firms/companies/suppliers/dealers duly registered with relevant tax and other registration authorities required under Federal Government's rules, laws, statutes or relevant instructions;
	3.39	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
zzzz. Eligible Therapeutic Goods (Pharmaceuticals) and Related Services	4.15	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 such Therapeutic goods and services. For purpose of this Bid, ineligible countries are stated in the section-D titled as "Eligible Countries".
	4.16	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.
	4.17	The nationality of the supplier that supplies, assembles, distributes, or sells the Therapeutic Goods and services shall not determine the origin of the goods.
	4.18	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.
	4.19	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.
	4.20	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.
	4.21	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.
aaaaa. One Bid per Bidder	5.7	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.
	5.8	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.

	5.9	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
bbbb. 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.
cccc. Bidding for Selective Items	7.1	A Bidder, if he so chooses, can bid for selective items from the list of Therapeutic Goods provided for in the Schedule of Requirements. A Bidder is also at a liberty to bid for all the Therapeutic Goods mentioned in the Schedule of Requirements provided he fulfills the requirements. However, a Bidder cannot bid for partial quantities of an item in the Schedule of requirement. The bid must be for the whole quantity of an item as required in the schedule of requirement.

BIDDING DOCUMENTS

dddd. Contents of Bidding Documents	8.1	<p>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:</p> <p>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 Section H General Conditions of Contract (GCC) Section I Special Conditions of Contract (SCC) Section J Contract Forms</p>
	8.2	The 02 x copies to be completed and returned with the Bid is specified in the BDS.
	8.3	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.
	8.4.	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.
eeee. Clarification of Bidding Documents	9.1	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.
	9.2	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.
	9.3	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.
	9.4	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.
	9.5	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.
	9.6	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.
ffff. Amendment of Bidding Documents	10.1	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.
	10.2	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.
	10.3	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

ggggg. Lang uage of Bid	11.1	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.
	11.2	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.
	11.3	In case of Dispute reference shall be made to the original documentation retained on the record.
hhhhh. Docu ments and Sample(s) Constituting the Bid	12.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> (w) Form of Bid and Bid Prices completed in accordance with ITB 15 and 16; (x) Details of the Sample(s) where applicable and requested in the BDS. (y) Documentary evidence established in accordance with ITB 14 that the Bidder is eligible and/or qualified for the subject bidding process; (z) 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; (aa) 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; (bb) Documentary evidence of manufacturing license and GMP certificates; (cc) Quality Control Procedures; (dd) Capacity of the Manufacturer; (ee) Bid security or Bid Securing Declaration furnished in accordance with ITB 19; (ff) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and (gg) Any other document required in the BDS.
	12.2	<p>Where a sample(s) is required by a Supply Chain Management Directorate, the sample shall be:</p> <ul style="list-style-type: none"> (i) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; (j) carriage paid; (k) received on, or before, the closing time and date for the submission of bids; and (l) evaluated to determine compliance with all characteristics listed in the BDS.

	12.3	The Supply Chain Management Directorate shall retain the sample(s) of the successful Bidder. Supply Chain Management Directorate shall reject the Bid if the sample(s)- (e) do(es) not conform to all characteristics prescribed in the bidding documents; and (f) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
	12.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the therapeutic goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	12.5	Samples made up from materials supplied by a Supply Chain Management Directorate shall not be returned to a Bidder nor shall a Supply Chain Management Directorate be liable for the cost of making them.
	12.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Supply Chain Management Directorate till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law). The sample shall be the property of the Supply Chain Management Directorate and shall dispose of such sample in such manner as described by the Drug Regulatory Authority of Pakistan.
iiii. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	13.1	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.
	13.2	The documentary evidence of the eligibility of the therapeutic goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	13.3	The documentary evidence of conformity of the therapeutic goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: (g) a detailed description of the essential technical specifications and performance characteristics of the Therapeutic Goods; (h) an item-by-item commentary on the Supply Chain Management Directorate's Technical Specifications demonstrating substantial responsiveness of the Therapeutic Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; (i) any other procurement specific documentation requirement as stated in the BDS.
	13.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of therapeutic goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the therapeutic goods by the Supply Chain Management Directorate.
	13.5	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.
	13.6	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.
jjjj. Documents Establishing Eligibility and Qualification of the Bidder	14.1	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.
	14.2	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".
	14.3	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: (i) 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; (j) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. (k) in the case of a Bidder not doing business within Pakistan, the Bidder is 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. (l) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
kkkkk. Form of Bid	15.1	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.
llll. Bid Prices	16.19	The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 16 or exclusively mentioned hereafter in the bidding documents.
	16.20	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.

	<p>16.21 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: (e) where there is only one (substantially) responsive bidder, or (f) where there is provision for alternate proposals and the respective items are not listed in the other bids, the Supply Chain Management Directorate may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	<p>16.22 The Bid price to be quoted in the Form of Bid in accordance with ITB 16.1 shall be the total price of the Bid.</p>
	<p>16.23 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the therapeutic goods it proposes to deliver under the contract.</p>
	<p>16.24 Prices indicated on the Price Schedule shall be entered separately in the following manner: (c) For therapeutic goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): (9) The price of the therapeutic goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: v. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or vi. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. (10) All applicable taxes which will be payable on the therapeutic goods if the contract is awarded. (11) The price for inland transportation, insurance, and other local costs incidental to delivery of the therapeutic goods to their final destination, if specified in the BDS. (12) The price of other (incidental or allied) services, if any, listed in the BDS.</p>
	<p>16.25 Prices proposed on the Price Schedule for therapeutic goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Supply Chain Management Directorate. This, shall not in any way limit the Supply Chain Management Directorate's right to contract on any of the terms and conditions offered: - (e) For Therapeutic Goods: - (5)the price of the therapeutic Goods, quoted as per applicable INCOTERMS as specified in the BDS</p>

		<p>(6)all customs duties, sales tax, and other taxes applicable on therapeutic goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>(f) For Related Services</p> <p>(5)The price of the related services, and</p> <p>(6)All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p>
	16.26	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	16.27	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
mmmmm. Bid Currencies	17.1	<p>Prices shall be quoted in the following currencies:</p> <p>(e) For therapeutic goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS.</p> <p>(f) For therapeutic goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.</p>
	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 (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. Currency of the contract shall be as described in the BDS.
	17.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	17.4	Bidders may be required by the Supply Chain Management Directorate to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 17.1.
nnnnn. Bid Validity Period	18.7	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 complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case

		may be.
	18.8	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Supply Chain Management Directorate may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 19 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 19 in all respects.
	18.9	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
00000. Bid Security or Bid Securing Declaration	19.1	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).
	19.2	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.
	19.3	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: (g) 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; (h) A Call deposit receipt or cash deposit receipt (CDR) (i) Another security if indicated in the BDS
	19.4	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.
	19.5	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.
	19.6	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.
	19.7	<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"> (i) the expiry of the Bid Security; (j) 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; (k) the rejection by the Supply Chain Management Directorate of all Bids; (l) 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.
	19.8	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.
	19.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> (e) if a Bidder: <ul style="list-style-type: none"> (5) 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 (6) does not accept the correction of errors pursuant to ITB 31.3; or (f) In the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> (5) To sign the contract in accordance with ITB 42; or (6) To furnish performance security (or guarantee) in accordance with ITB 43.
ppppp. Alter native Bids by Bidders	20.1	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.
	20.2	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.
	20.3	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.
qqqqq. Bid Security Validity	21.1	Bid security submitted shall be valid for a period specified in the BDS
rrrrr. Format and Signing of Bid	22.1	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:
	22.2	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.
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

SUBMISSION OF BIDS

sssss. Sealing and Marking of Bids	23.1	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: (g) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. (h) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. (i) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 22.2.
	23.2	The inner and outer envelopes shall: (g) Be addressed to the Gate no 5 Heavy Industries Taxila at the address provided in the Bidding Data; (h) 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. (i) 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
	23.3	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.
ttttt. Deadline for	24.1	Bids shall be received by the Supply Chain Management Directorate no

Submission of Bids		later than the date and time specified in the BDS.
	24.2	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.
uuuuu. Late Bids	25.1	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.
	25.2	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.
vvvvv. Modification , Substitution and Withdrawal of Bids	26.1	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.
	26.2	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.
	26.3	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.
	26.4	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

wwwww. Open ing of Bids	27.1	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.
	27.2	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.
	27.3	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.

	27.4	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.
	27.5	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.
	27.6	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.
	27.7	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.
	27.8	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.
	27.9	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.
	27.10	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.
	27.11	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.
	27.12	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	27.13	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.
xxxxx. Confidentiality	28.1	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.
	28.2	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.
	28.3	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.
yyyyy. Clarification of Bids	29.1	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.
	29.2	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.
	29.3	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: (m) Evaluation & qualification criteria; (n) Required scope of work or specifications; (o) All securities requirements; (p) Tax requirements; (q) Terms and conditions of bidding documents. (r) Change in the ranking of the bidder
	29.4	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.
zzzzz. Preliminary Examination of Bids	30.1	Prior to the detailed evaluation of Bids, the Supply Chain Management Directorate will determine whether each Bid: (k) Meets the eligibility criteria defined in ITB 3 and ITB 4; (l) Has been prepared as per the format and contents defined by the Supply Chain Management Directorate in the Bidding Documents; (m) Has been properly signed;

		<p>(n) Is accompanied by the required securities; and</p> <p>(o) 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>
	30.2	<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>(aa) Affects in any substantial way the scope, quality, or performance of the Services;</p> <p>(bb) 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>(cc) If rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>(dd) Failure to sign the bid form and price schedules by the authorized person or persons;</p> <p>(ee) Failure to satisfy eligibility requirements;</p> <p>(ff) Failure to submit a bid security as specified in the bidding documents;</p> <p>(gg) Failure to satisfy the bid validity period;</p> <p>(hh) 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>(ii) Failure to comply with minimum experience criteria as specified in the bidding documents;</p> <p>(jj) Conditional Bids such as conditions in a bid which limit the bidder's responsibility to accept an award;</p> <p>(kk) Stipulating price adjustment when fixed price Bids were invited;</p> <p>(ll) Subcontracting in a substantially different amount or manner than that permitted;</p> <p>(mm) Failure to submit major supporting documents required by the bidding documents to determine substantial responsiveness of a bid</p>
	30.3	<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>
	30.4	<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 cost or scope of the supplies or services being acquired. The Supply Chain Management Directorate either shall give the bidder an opportunity</p>

		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 – (g) Submit the number of copies of signed bids required by the invitation; (h) Furnish required information concerning the number of its employees; (i) 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.
	30.5	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.
	30.6	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.
	30.7	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.
aaaaaa. Examination of Terms and Conditions; Technical Evaluation	31.1	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.
	31.2	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.
	31.3	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.
bbbbbb. Correction of Errors	32.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - (i) 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 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; (j) if there is an error in a total corresponding to the addition or

		<p>subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</p> <p>(k) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>(l) 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>
		<p>32.2 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.</p>
cccccc. Conversion to Single Currency	Conv to Single Currency	<p>33.1 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.</p>
		<p>33.2 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.</p>
dddddd. ation Bids	Evalu of	<p>34.1 The Concerned Project and Supply Chain Management Directorate shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 30.</p>
		<p>34.2 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.</p>
		<p>34.3 The Supply Chain Management Directorate's evaluation of a Bid will take into account:</p> <p>(e) In the case of therapeutic goods manufactured in Pakistan or therapeutic goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder;</p> <p>(f) In the case of therapeutic goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and</p>

	34.4	The comparison shall be between the EXW price of the therapeutic goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the therapeutic goods, and named port of destination, border point, or named place of destination} in accordance with applicable INCOTERM in the price of the therapeutic goods offered from outside Pakistan.
	34.5	In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 16.1, take account of one or more of the following factors as specified in the BDS , and quantified in ITB 33.5: (q) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the therapeutic goods to their final destination. (r) Delivery schedule offered in the Bid; (s) Deviations in payment schedule from that specified in the Special
		Conditions of Contract; (t) The cost of components, mandatory spare parts, and service; (u) The availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; (v) The projected operating and maintenance costs during the life of the equipment; (w) The performance and productivity of the equipment offered; and/or (x) Other specific criteria indicated in the TBS and/or in the Technical Specifications.
	34.6	For factors retained in BDS , pursuant to ITB 34.4 one or more of the following quantification methods will be applied, as detailed in the BDS : (k) Inland transportation from EXW/port of entry/border point, Insurance and incidentals. (l) Inland transportation, insurance, and other incidental costs for delivery of the therapeutic goods from EXW/port of entry/border point to Project Site named in the BDS will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Supply Chain Management Directorate to EXW or as per applicable INCOTERM price. (m) <i>Delivery schedule</i> . iii) The Supply Chain Management Directorate requires that the therapeutic goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the therapeutic goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Bids by applying a percentage, specified in the BDS , of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.

		<p style="text-align: center;">Or</p> <p>ii) The therapeutic goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p style="text-align: center;">Or</p> <p>(iii) The therapeutic goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.</p> <p>(n) <i>Deviation in payment schedule.</i></p> <p>i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Supply Chain Management Directorate may consider the alternative payment schedule offered by the selected Bidder.</p> <p style="text-align: center;">Or</p> <p>ii) The SCC stipulates the payment schedule offered by the Supply Chain Management Directorate. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Supply Chain Management Directorate, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.</p> <p>(o) <i>Specific additional criteria.</i> Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p>
	34.7	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS .
eeeeee. Domestic Preference	35.1	If the BDS so specifies, the Supply Chain Management Directorate will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

<p>fffff. Determination of Most Advantageous Bid</p>	<p>36.1</p>	<p>In case where the Supply Chain Management Directorate adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.</p>
	<p>36.2</p>	<p>The Supply Chain Management Directorate may adopt the Quality & Cost Based Selection Technique due to the following reasons:</p> <ul style="list-style-type: none"> v. In addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the therapeutic goods; vi. In such cases, the Concerned Project may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
<p>gggggg. Post-qualification of Bidder and/or Abnormally Low Financial Proposal</p>	<p>37.1</p>	<p>Where the Bid price is considered to be abnormally low, the Concerned Project shall perform price analysis either during determination of Most Advantageous Bid. The following process shall apply:</p> <ul style="list-style-type: none"> (k) The Concerned Project may reject a Bid if the Concerned Project has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; (l) Before rejecting an abnormally low Bid the Concerned Project shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low; (m) The decision of the Concerned Project to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned; (n) The Concerned Project shall not incur any liability solely by rejecting abnormally Bid; and (o) An abnormally low Bid means, in the light of the Concerned Project estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit. <p>Guidance for Concerned Project:</p> <p>In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> (vii) Comparing the bid price with the cost estimate; (viii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (ix) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	<p>37.2</p>	<p>The Concerned Project will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 14.3.</p>
	<p>37.3</p>	<p>The determination will take into account the Bidder's financial, technical,</p>

		and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 14.3, as well as such other information as the Concerned Project deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	37.4	Supply Chain Management Directorate may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	37.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Concerned Project will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

AWARD OF CONTRACT

hhhhh. Criteria of Award	38.1	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: (g) Eligible in accordance with the provisions of ITB 3; (h) Is determined to be qualified to perform the Contract satisfactorily; and (i) Successful negotiations have been concluded, if any.
iiiiii. Negotiations	39.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: (o) A minor alteration to the technical details of the statement of requirements; (p) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; (q) A minor amendment to the special conditions of Contract; (r) Finalizing payment arrangements; (s) Delivery arrangements; (t) The methodology for provision of related services; or (u) Clarifying details that were not apparent or could not be finalized at the time of Bidding;
	39.2	Where negotiation fails to result into an agreement, the Supply Chain Management Directorate may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Supply Chain Management Directorate shall not reopen earlier negotiations.
jjjjj. Supply	40.1	Notwithstanding ITB 38 , the Supply Chain Management Directorate

Chain Management Directorate's Right to reject All Bids		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.
	40.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	40.3	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.
kkkkkk. Supply Chain Management Directorate's Right to Vary Quantities at the Time of Award	41.1	The Supply Chain Management Directorate reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
llllll. Notification of Award	42.1	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.
	42.2	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).
mmmmmm. Signing of Contract	43.1	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.
	43.2	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.
	43.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
nnnnnn. Performance Guarantee	44.1	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.
	44.2	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:

		<p>(g) Call deposit receipt or Cash deposit receipt or Bank Guarantee;</p> <p>(h) 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;</p> <p>(i) Bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</p> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	44.3	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.
oooooooo. Advance Payment	45.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 45.2.
	45.2	The Supply Chain Management Directorate will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section I. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Supply Chain Management Directorate's "Notice to Commence" as specified in the SCC .
pppppp. Arbitrator	46.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
qqqqqq. Corrupt & Fraudulent Practices	47.1	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

rrrrrr. Constitution of Grievance Redressal	48.1	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.
ssssss. GRC Procedure	49.1	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.

	49.2	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.
	49.3	In case, the complaint is filed against the technical evaluation report, the Supply Chain Management Directorate shall halt the procurement proceedings till final decision.
	49.4	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.
	49.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	49.6	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.
	49.7	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.
	49.8	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.
	49.9	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.
	49.10	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

ttttt. Mechanism of Blacklisting	50.1	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: (7) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; (8) Fails to perform his contractual obligations; and (9) Fails to abide by the id securing declaration;
	50.2	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.

	50.3	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
	50.4	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.
	50.5	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.
	50.6	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
	50.7	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.
	50.8	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.
	50.9	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.
	50.10	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.
	50.11	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.
	50.12	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.

REGISTRATION PROCESS

<p>yy. <u>Provisional Registration</u></p>	<p>51.1</p>	<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" data-bbox="555 555 1484 1478"> <thead> <tr> <th>Ser</th> <th>Local Supplier</th> <th>Foreign Supplier</th> </tr> </thead> <tbody> <tr> <td>s.</td> <td>Six filled copies of SVA-8121</td> <td>Six filled copies of SVA-8121</td> </tr> <tr> <td>t.</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>u.</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>v.</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>w.</td> <td>Challan form</td> <td>Challan form</td> </tr> <tr> <td>x.</td> <td>Bank statement for last one year</td> <td>Financial standing / audit balance sheet</td> </tr> <tr> <td>y.</td> <td>Photocopy of NTN or NTN number</td> <td>Photocopy of passport</td> </tr> <tr> <td>z.</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>aa.</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	s.	Six filled copies of SVA-8121	Six filled copies of SVA-8121	t.	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.	u.	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.	v.	Three PP Size photographs for each member of the management	Three PP Size photographs for each member of the management	w.	Challan form	Challan form	x.	Bank statement for last one year	Financial standing / audit balance sheet	y.	Photocopy of NTN or NTN number	Photocopy of passport	z.	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	aa.	Foreign Principal Agency Agreement in case of local agent	Agency Agreement in case of Trading House/ Company/Exporter/Stockists etc
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z.	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																														
aa.	Foreign Principal Agency Agreement in case of local agent	Agency Agreement in case of Trading House/ Company/Exporter/Stockists etc																														
	<p>51.2</p>	<p>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.</p>																														
	<p>51.3</p>	<p>If firm failed to register with this organization, this will be liable to reject during participation of firm in bidding process.</p>																														
<p>zz. <u>Relationship declaration</u></p>	<p>52.1</p>	<p>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</p>																														

		sisters), children, grandchildren, great grandchildren and any member living in the same home as the individuals.
aaa. <u>Conflict of Interest</u>	53.1	<p><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:</p> <ul style="list-style-type: none"> o. 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 p. 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. q. 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. r. 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. s. An Applicant shall provide such documentary evidence for determining the eligibility of the applicant to the reasonable satisfaction of the HIT. t. An Applicant may be ineligible if they are national of ineligible countries as indicated in section V. u. Declaration certificate attached at Section-F&G

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		
kkkk.	1.1	Supply Chain Management Directorate The subject of procurement is: [Items for OT Department] Commencement date for delivery of Therapeutic Goods (DP): [01 Month]
llll.	2.1	Financial year for the operations of the Supply Chain Management Directorate: [____] Name of Project [HIT Hosp] Name of financing institution: [MoDP (Budget Dte HIT)]
mmmm	3.1	Maximum number of members in the joint venture, consortium or association shall be: [N/A] .
nnnn.	4.1	Ineligible Source country(s) are India and Israel
oooo.	4.5	Demonstration of authorization by manufacturer: [required]
B. Bidding Documents		
pppp.	7.1	The bid shall be for selective items
qqqq.	9.1	The address for clarification of Bidding Documents is [Assistant Director (Supply Chain Management), Supply Chain Management Directorate Heavy Industries Taxila – Email address scm.for_hit@margallahil.com Fax No. 0519315029]
	9.5	Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the venue, time, and date of the pre-Bid meeting: [Venue: Supply Chain Management Directorate HIT Taxila] [Time: 1100 hours] [Date: ____2026]
C. Preparation of Bids		
rrrr.	11.1	The Language of all correspondences and documents related to the Bid is: <i>English</i>
ssss.	12.1(b)	Detail of sample(s) to be submitted with the Bid are: [two specify form of sample(s)]
tttt.	12.1 (k)	In addition to the documents stated in ITB 12 , the following documents must be included with the Bid (22) Photocopy of Registration / Pre-qualification / Indexation letter issued by the HIT. (23) Attested copy of Registration certificate issued by Sales Tax Department, copy of NTN certificate. (24) Audit report of last 3 x FYs. (25) Attested Bank Statement for last one year. (26) Attested copy of CNIC of MD. (27) Trade link between firm and OEM (in case of distributor / agent). (28) Certificate on a judicial paper worth Rs 100 duly attested by Oath Commissioner that firm is neither defaulter nor blacklisted by any Govt Org directly or indirectly. (29) Detail of list of contracts last 3 x FYs / works experience with Govt / Semi Govt Org.

		(30) Copy of registration letter with Govt / Semi Govt organization (if any). (31) Postal order of Rs 2,000/- should be enclosed with Technical Bid in favour of Director Supply Chain Management Directorate. (32) DRAP valid license.																																				
uuuu.	12.2 (d)	Characteristics [<i>List if any</i>]																																				
vvvv.	13.3 (c)	Other procurement specific documentation requirements are: [<i>specify the requirements</i>].																																				
www.	14.3 (b)	The qualification criteria required from Bidders in ITB 14.3(b) is modified as follows: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Ser</th> <th style="width: 60%;">Description</th> <th style="width: 15%;">Maximum Points</th> <th style="width: 15%;">Passing Marks</th> </tr> </thead> <tbody> <tr> <td colspan="4">e. Performance Evaluation</td> </tr> <tr> <td>(7)</td> <td>Financial Soundness</td> <td>15</td> <td>7.5</td> </tr> <tr> <td>(8)</td> <td>Past Experience / Record</td> <td>15</td> <td>7.5</td> </tr> <tr> <td>(9)</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">f. Technical Evaluation</td> </tr> <tr> <td>(3)</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	e. Performance Evaluation				(7)	Financial Soundness	15	7.5	(8)	Past Experience / Record	15	7.5	(9)	Past Performance	20	10	Sub Total		50	25	f. Technical Evaluation				(3)	Technical Evaluation Parameters	50	35	Total		100	60
Ser	Description	Maximum Points	Passing Marks																																			
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Sub Total		50	25																																			
f. Technical Evaluation																																						
(3)	Technical Evaluation Parameters	50	35																																			
Total		100	60																																			
xxxx.	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.																																				
yyyy.	16.8	The price shall be fixed.																																				
zzzz.	17.1 (a)	(3) For therapeutic goods and related services originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i> ;																																				
aaaa.	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.																																				
bbbb.	18.1	The Bid Validity period shall be [180] days.																																				
cccc.	19.1	The amount of Bid Security shall be (<i>insert amount</i>)- 2% of value total quoted items The currency of the Bid Security shall be: PKR [Insert currency]. Or Indicate whether Bid Securing Declaration is applicable [<i>insert "Yes" or "No"</i>]																																				
dddd.	19.3	The Bid Security shall be in the form of: [<i>CDR or Bank Guarantee</i>]																																				
eeee.	19.3 (c)	Other forms of security are:[<i>N/A</i>]																																				
ffff.	20.1	Alternative Bids to the requirements of the Bidding Documents [<i>insert "will" or "will not," as appropriate</i>] be permitted with respect to [<i>describe the alternatives to be permitted, or delete, as appropriate</i>]																																				
gggg.	21.1	The Bid Security shall be Valid for (<i>One Year</i>)																																				
hhhh.	22.1	The number of copies of the Bid to be completed and returned shall be [<i>02 x copies</i>].																																				

iiii.	22.2	Written confirmation of authorization are: <i>[list acceptable confirmation of authorizations]</i>
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D. Submission of Bids

jjjj.	23.2 (a)	Submission of Bid:- Lieutenant Colonel Muhammad Shuja Chaudhry Assistant Director (Supply Chain Management) Gate No 5 (Tender Document) Heavy Industries Taxila, Taxila Cantt Tel: (051) 9315333 Ext 63215 Fax: (051) 9315029 E-Mail: scm.for_hit@margallahil.com
kkkk.	23.2 (b)	Title of the subject Procurement or Project name: <i>[_____insert project name]</i> ITB title and No: <i>[_____]</i> Time and date for submission: <i>[_____]</i>
llll.	24.1	The deadline for Bid submission is (7) Day : <i>[____ Wednesday]</i> (8) Date: <i>[____ October]</i> (9) Time: <i>[1030 Hours]</i>

E. Opening and Evaluation of Bids

mmmm	27.1	The Bid opening shall take place at: Conference Room of Supply Chain Management Directorate Heavy Industries Taxila Cantt Floor/Room No: <i>[2nd Floor]</i> City/Town: <i>[Taxila]</i> Country: <i>[Pakistan]</i> Day : <i>[____ Wednesday]</i> Date: <i>[____ October]</i> Time : <i>[1100 Hours]</i>
nnnn.	34.1 (h)	Other specific criteria are <i>[list]</i>
oooo.	34.2 (b)	Delivery schedule. (Biannually), Partial del partial payment <i>specify the relevant option and the parameters]</i> adjustment expressed as a percentage <i>[insert a percentage between 0.1 to 0.2]</i> , Option (i) or Option (ii) adjustment expressed in an amount in the currency of Bid evaluation, Option (iii) or Adjustment expressed as a percentage. <i>[insert a percentage between 0.1 to 0.2]</i>
pppp.	34.3 (c) (ii)	Deviation in payment schedule <i>[insert "is" or "is not" applicable]</i> . Annual interest rate <i>[insert rate]</i>
qqqq.	34.4 (d)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. <i>[specify]</i>
rrrr.	34.5	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is <i>[Lowest evaluated bidder]</i>
ssss.	35.1	a) Domestic preference to apply. or Domestic preference not applicable. <i>[Delete the non-applicable option.]</i> Preference to domestic or national suppliers or contractors shall be provided in

		accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.
ttttt.	36	<p>Evaluation Techniques</p> <p>Least Cost Based Selection (LCBS)</p> <p>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.</p>
F. Award of Contract		
uuuuu.	41.1	Percentage for quantity increase or decrease is [15%].
vvvvv.	44.1	The Performance guarantee shall be [5% of the Contract Price]
wwwww.	44.2	The Performance guarantee shall be in the form of [CDR or Performance Bank Guarantee]
xxxxx.	45.1	The Advance Payment if essential shall be limited to [N/A].
yyyyy.	45.2	Maximum amount of Advance payment shall be [20%]
zzzzz.	46.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of GRC Decisions		
aaaaa.	50.1	The address of the Supply Chain Management Directorate (Director Supply Chain Management Heavy Industries Taxila – Supply Chain Management Directorate Phone no. 051-9315031 Fax no.051-9315029, Email scm.for_hit@margallahil.com
bbbbb.		<p>The Joint Appellant Committee (JAC) to submit a copy of grievance: Ministry of Defence Production (MoDP) Tel : _____ Fax : _____</p> <p>The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254</p>

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:
 - e. India
 - f. 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>

SECTION - E
SCHEDULE OF REQUIREMENTS
TECHNICAL SPECIFICATIONS

Schedule of Requirements Delivery Schedule

The delivery schedule expressed as weeks / months: -

Ser	Nomenclature	No of Items	Anx	Delivery Period
a.	Procurement of Medical Store Items for OT Deptt	206	Anx A	1 x Month after signing of contract

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

ANNUAL DEMAND OF MEDICAL STORE ITEMS FOR OT DEPTT FY-2026-27 - HIT HOSP

Ser	Nomenclature	Company	A/U	Qty Required
1.	3 Way Stoper with Tail	Local/China /Equivalent	No	1800
2.	3 Way Stoper Without Tail	Local/China /Equivalent	No	1200
3.	50 CC Small Nosal	Master/Nisa/Equivalent	No	372
4.	Abdominal Belt (S,M,L,XL)	Perfect / China / Equivalent	No	300
5.	ABG Test Cartridges Kit of 25 Test (Wondfo)	Wondfo	Kit	48
6.	Air Way All Size	Local/China / Equivalent	No	360
7.	Ambo mask (size Adult)	Local/China / Equivalent	No	120
8.	Ankle Supports (M,S,L,XL)	Perfect / China / Equivalent	No	120
9.	Armed Tube (various sizes)	Imported / China / Equivalent	No	60
10.	Autoclave Tape	Local/China/Equivalent	Box	96
11.	Baby Tags (Pink , Blue)	Local/China / Equivalent	No	1200
12.	Bein Circuit (Adult)	Safety/China/Equivalent	No	24
13.	Bein Circuit (Child)	Safety/China/Equivalent	No	12
14.	Blood Gas Analyzer Reagent Pack of 100 Test(Wondfo)	Wondfo	Pack	12
15.	Blood Lancet / Pricker	Local, China / Equivalent	No	72000
16.	Bon Wax	Local/China/Equivalent	No	48
17.	BP Bellow	Imported / China / Equivalent	No	60
18.	BP Cuff Double Lead	Imported / China / Equivalent	No	120
19.	BP Cuff Single Lead with Blade (various sizes)	Safety/China/Equivalent	No	96
20.	Butterfly Needle 22 G	B Braun /Local/China /Equivalent	No	300
21.	Butterfly Needle 24 G	B Braun /Local/China /Equivalent	No	1200
22.	Butterfly Needle 25 G	B Braun /Local/China /Equivalent	No	300
23.	Cannula Dressing	Local/China/ Equivalent	No	2400
24.	Caps Female	Imported / China / Equivalent	No	4800
25.	Caps Male	Imported / China / Equivalent	No	2400
26.	Cervical Collar Hard (S,M,L,XL)	China/Local/Equivalent	No	24
27.	Cervical Collar Soft (S,M,L,XL)	China/Local/Equivalent	No	96
28.	Chest Bott 4Ltr with Tube	Local/China/Equivalent	No	24
29.	Chromic 1 40mm (Round Body)	Ethicon /Demetec/ Equivalent	Foil	288
30.	Chromic 2/0	Ethicon /Demetec/ Equivalent	Foil	720
31.	Chromic 3/0	Ethicon /Demetec/ Equivalent	Foil	432
32.	Chromic 4/0	Ethicon /Demetec/ Equivalent	Foil	432
33.	Clostomy Bag with Wefer Size 57mm , 70mm	Imported / China /Equivalent	Set	60
34.	Colostomy Belt	Convatic/China/Equivalent	No	24
35.	Colostomy Clip	Convatic/China/Equivalent	No	48
36.	Container 1000ML	Local/China / Equivalent	No	240
37.	Container 100ML	Local/China / Equivalent	No	360
38.	Container 500ML	Local/China / Equivalent	No	240
39.	Cord Clamp	Local/China / Equivalent	No	1800
40.	Cotton Bandage BPC 2/1/2 Inch/7.5 cm	Kohinoor/CC/Equivalent	No	3360
41.	Cotton Bandage BPC 4 Inch/10cm	Kohinoor/CC/Equivalent	No	5760

42.	Cotton Bandage BPC 6 Inch/15 cm	Kohinoor/CC/Equivalent	No	3360
43.	Cotton Bud (Pkt of 100)	Kohinoor/CC/Equivalent	No	120
44.	Cotton Roll 400gm	Local/China / Equivalent	Roll	2472
45.	Crepe Bandages Cotton pack or less. 2 1/2 Inch	Kohinoor/CC/Equivalent	No	5040
46.	Crepe Bandages Cotton pack or less. 4 Inch	Kohinoor/CC/Equivalent	No	4560
47.	Crepe Bandages Cotton pack or less. 6 Inch/15cm	Kohinoor/CC/Equivalent	No	1440
48.	CTG Roll 130mm x 120 mm x 250 sheets	Local/China /Equivalent	No	180
49.	CVP Line Single Leumen 16G	Ethicone/Equivalent	No	60
50.	CVP Scale	Imported / China /Equivalent	No	12
51.	Dial Flow Meter	Local/China /Equivalent	No	600
52.	Diathermy Lead	Local/China / Equivalent	No	960
53.	Dignity Sheet Disposable	Imported / China / Equivalent	No	3000
54.	Disposable ECG Electrodes	Local/China / Equivalent	No	7200
55.	Disposable Insulin Syringe	Master/BD/ Equivalent	No	14400
56.	Disposable syringe 10ml with needle. (Blister pack)	Master/BD/ Equivalent	No	66000
57.	Disposable syringe 20ml with needle. (Blister pack)	Master/BD/ Equivalent	No	1920
58.	Disposable Syringe 3ml with needle. (Blister pack).	Master/BD/ Equivalent	No	78000
59.	Disposable syringe 5ml with needle. (Blister pack).	Master/BD/ Equivalent	No	74400
60.	Disposable syringe 5ml with needle. (Blister pack).	Master/BD/ Equivalent	No	1440
61.	Disposal OT Gown	China/Local/Equivalent	Pair	3600
62.	Drape Sheet	Imported / China / Equivalent	No	1200
63.	Duderm Dressing (4x4 Extra Thin)	China/ Equivalent	No	120
64.	ECG Roll 80mmx20mtr	Local/China /Equivalent	Roll	600
65.	Elbow Suppot (various sizes)	Perfect/China/Equivalent	No	144
66.	ETT Cuff/Non Cuff (various sizes)	Local/China / Equivalent	Tube	1200
67.	Examinationa Gloves Latex (various sizes) (Pkt of 100)	Top Gloves SDN/Safety/ Equivalent	Box	1800
68.	External Cathater (various sizes)	Local/China / Equivalent	No	1200
69.	Face Mask (3x ply)	Local/China / Equivalent	No	38400
70.	Flow Sensor (Adult with Child)	Imported/China/Equivalent	No	24
71.	Flow Sensor (Neconet)	Imported/China/Equivalent	No	24
72.	Foley's Catheter No 6,10 G	Local/China / Equivalent	No	600
73.	Foley's Catheter Size 26, 28 G	Local/China / Equivalent	No	480
74.	Foley's Catheter Size 16,18	Local/China / Equivalent	No	1560
75.	Formalin Solution Bott of 2.5 Ltr	Imported / China / Equivalent	Bott	24
76.	Glucostrips (Bott of 50 Strips) with Glucometer FOC	Oncall/D-Check/ Equavalent	Bott	1320
77.	Glycerin Pure 200gm	China/Malaysia/Local	Bott	3600
78.	Guaze Meter 1 mtr wide	Kohinoor/CC/Equivalent	Mtr	102000
79.	Guaze Roll (2.5 x 5 mtr)	Kohinoor/CC/Equivalent	Roll	2580
80.	Hand Sanitizer Gel Base	China / Equivalent	ltr	600
81.	Hydrogen Peroxide Solution (Bott of 450ml)	Local/China / Equivalent	Bott	60
82.	I Gel (various sizes)	Imported / China / Equivalent	No	60

83.	I.V Burette 100 ml	Classic/JMS/ Equivalent	No	1800
84.	I.V Canula Sterile 18G	B Braun /Equivalent	No	9600
85.	I.V Canula Sterile 20G	B Braun /Equivalent	No	7800
86.	I.V Canula Sterile 22G	B Braun /Equivalent	No	31200
87.	I.V Canula Sterile 24G	B Braun /Equivalent	No	19200
88.	I.V. Sets Sterile blister Pack	Master/Amson / Equivalent	No	69600
89.	Knee Supports (M, S, L, XL)	Perfect / China / Equivalent	No	600
90.	Knife BP Blade Pkt of 100 No. 10	Feather / Equivalent	Pkt	36
91.	Knife BP Blade Pkt of 100 No. 11	Feather / Equivalent	Pkt	36
92.	Knife BP Blade Pkt of 100 No. 12	Feather / Equivalent	Pkt	24
93.	Knife BP Blade Pkt of 100 No. 15	Feather / Equivalent	Pkt	24
94.	Knife BP Blade Pkt of 100 No. 20	Feather / Equivalent	Pkt	24
95.	Knife BP Blade Pkt of 100 No. 22	Feather / Equivalent	Pkt	36
96.	Knife BP Blade Pkt of 100 No. 23	Feather / Equivalent	Pkt	36
97.	Liga Clip 300	Imported / China /Equivalent	No	120
98.	Liga Clip 400	Imported / China /Equivalent	No	120
99.	Lint Pice 25 gm	Kohinoor/CC/Equivalent	No	456
100.	Lint Roll 500g	Kohinoor/CC/Equivalent	Roll	216
101.	LMA (various sizes)	Imported / China / Equivalent	No	60
102.	Makintosh Meter	Imported / China / Equivalent	Mtr	600
103.	Manorapid Solution (Bott of 500ml)	Imported / China / Equivalent	Bott	36
104.	Mefix Roll (10cm x 10 Yards)	Local/China / Equivalent	Roll	600
105.	Mepor Dressing 10x35cm	China/ Equivalent	No	240
106.	Mepore Dressing 9+15	China/Local/Equivalent	No	132
107.	N.G Tube Size 10,12,14	Local/China / Equivalent	Tube	480
108.	N.G Tube Size 16	Local/China / Equivalent	Tube	600
109.	N.G Tube Size 4,5,6,7,8	Local/China / Equivalent	Tube	960
110.	Nasal Cannula (Adult, Child)	Imported/China/Equivalent	No	1440
111.	Nasopharyngel Air Way (various sizes)	Imported / China / Equivalent	No	144
112.	Nebulizer Kit (Adult)	Local/China / Equivalent	No	2400
113.	Nebulizer Kit (Child)	Local/China / Equivalent	No	720
114.	Neltan Drain (various sizes)	Local/China / Equivalent	Tube	600
115.	Opsite dressing small	Imported / China / Equivalent	No	60
116.	Ortho Coton Roll 4 Inch	Local/China / Equivalent	Roll	2640
117.	Ortho Gloves	Comfeel / Equivalent	Pair	300
118.	Oxygen Mask (Adult)	Local/China / Equivalent	No	600
119.	Oxygen Mask (Child , neonat)	Local/China / Equivalent	No	600
120.	Oxygen Mask (Neonate)	Local/China / Equivalent	No	120
121.	Paper Stiking 1,2.5 Inch	Local/China / Equivalent	No	600
122.	Paraffin Guaze Tin	Kohinoor/CC/Equivalent	Tin	180
123.	Paragon Sticking Palaster 10cm x 5mtr	Local/China / Equivalent	Roll	1152
124.	Paragon Sticking Palaster 7.5cm x 5mtr	Local/China / Equivalent	Roll	840
125.	Past	Imported / China /Equivalent	No	36
126.	Piple Needle	Kohinoor/CC/Equivalent	No	24
127.	Plasty Bell (various sizes)	Local/China / Equivalent	No	300
128.	Poly Sling (Child , Adult)	Perfect / China / Equivalent	No	240
129.	Polythin Bags	Local, China/ Equivalent	Kg	120
130.	Polythine Gloves (Pkt of 100)	Imported / China / Equivalent	Pkt	1200
131.	POP Bendages 4 Inch	Kohinoor / Equivalent	No	1152
132.	POP Bendages 6 Inch	Kohinoor / Equivalent	No	1152
133.	Prolene 1/0 (R/B)	Ethicon /Demetec/ Equivalent	Foil	480
134.	Prolene 2/0 (Cutting)	Ethicon /Demetec/ Equivalent	Foil	1152

135.	Prolene 2/0 (R/B)	Ethicon /Demetec/ Equivalent	Foil	144
136.	Prolene 2/0 Strait Needle	Ethicon /Demetec/ Equivalent	Foil	288
137.	Prolene 3/0 (Round Body)	Ethicon /Demetec/ Equivalent	Foil	144
138.	Prolene 3/0 Cutting	Ethicon /Demetec/ Equivalent	Foil	144
139.	Prolene 4/0 (Round Body)	Ethicon /Demetec/ Equivalent	Foil	144
140.	Prolene 4/0 Cutting	Ethicon /Demetec/ Equivalent	Foil	144
141.	Prolene 5/0 Cutting	Ethicon /Demetec/ Equivalent	Foil	144
142.	Prolene 6/0 (Round Body)	Ethicon /Demetec/ Equivalent	Foil	144
143.	Prolene 6/0 Cutting	Ethicon /Demetec/ Equivalent	Foil	144
144.	Prolin Mash 15/15cm	Ethicon / Equivalent	No	24
145.	Prolin Mash 6/11cm	Ethicon / Equivalent	No	60
146.	Ray Tube (various sizes)	Local/China / Equivalent	Tube	120
147.	Rebreathing Mash (Adult)	Safety/China/Equivalent	No	96
148.	Rebreathing Mash (Child)	Safety/China/Equivalent	No	48
149.	Redevic Bottle	Local/China / Equivalent	Bott	240
150.	Redevic Drain (all sizes)	Local/China/Equivalent	No	228
151.	Ribbon Gauze	Kohinoor/CC/Equivalent	Roll	36
152.	Savalon (Bott of 1000ml)	Local/China / Equivalent	Bott	120
153.	Shoes Cover	China/Local/Equivalent	Pair	9000
154.	Silicon Foleys Cathater 16G	Local/China / Equivalent	No	120
155.	Silk 1 40mm Cutting	Ethicon /Demetec/ Equivalent	Foil	720
156.	Silk 1 40mm Round Body	Ethicon /Demetec/ Equivalent	Foil	288
157.	Silk 2/0	Ethicon /Demetec/ Equivalent	Foil	432
158.	Silk 3/0	Ethicon /Demetec/ Equivalent	Foil	144
159.	Silk 4/0	Ethicon /Demetec/ Equivalent	Foil	144
160.	Skin Stapler	Local/China / Equivalent	No	180
161.	Skin Traction	Perfect / China / Equivalent	No	60
162.	Slicon NG Tube 16 G	Local/China / Equivalent	Tube	120
163.	Spinal Belt (S, M, L, XL)	Perfect / China / Equivalent	No	252
164.	Spinal Needle Size 25 G	B.Braun/B.D / Equivalent	No	720
165.	Spirit Swab (Pkt o f 100)	Local/China/ Equivalent	No	120
166.	Spongoston	Kohinoor/CC/Equivalent	No	228
167.	Steri Strips (10 x 15 cm) (Pkt of 10 Strips)	Imported / China / Equivalent	Pkt	60
168.	Suction Catheter 12,14,16	Local/China / Equivalent	Tube	1200
169.	Suction Catheter size 6,8,10	Local/China / Equivalent	Tube	1800
170.	Suction tube With Nosal (Adult Younker) 3 Mtr Length	Local, China/ Equivalent	No	1200
171.	Sunny Plast Strip	Uniferoz / Equivalent	No	10200
172.	Surgical Gloves- 7.5"	Comfeel / Equivalent	Pair	7200
173.	Surgical Gloves- 6 ½"	Comfeel / Equivalent	Pair	3600
174.	Surgical Gloves- 6"	Comfeel / Equivalent	Pair	1200
175.	Surgical Gloves-7"	Comfeel / Equivalent	Pair	4800
176.	Surgical Gloves-8"	Comfeel / Equivalent	Pair	4800
177.	Surgicell	Local/China/Equivalent	No	48
178.	Ted Stocking Upto Thigh	Perfect / China / Equivalent	No	60
179.	Ten Pad Pair Burer	Burer/China/Equivalent	No	48
180.	Tens Pad	Local/China / Equivalent	Pair	120
181.	Tense Lead	Local/China/Equivalent	No	96
182.	Tense Lead Burer	Burer/China/Equivalent	Pair	24
183.	Thermometer (Digital/Mercurial)	Local/China / Equivalent	No	120
184.	Tongue Depressor Wooden (Box of 100)	Imported / China / Equivalent	Box	360

185.	Tourniquet	Local/China / Equivalent	No	120
186.	Transparent Tape	Safety/China/Equivalent	Box	96
187.	Triacid Solution (Bott of 1000ml)	Imported / China / Equivalent	Bott	30
188.	Triangular Bendage	Kohinoor/CC/Equivalent	No	600
189.	Trimax X-Ray Films 8"x10" (Pkt of 125 Sheets)	Trimax	No	3000
190.	Ultrasound Gel Bott of 05 Ltr	Local/China / Equivalent	Bott	72
191.	Ultrasound Printing Roll	Sonny/ Equivalent	Roll	180
192.	Urine Bag 1000ml	China / Equivalent	No	2160
193.	Urine Collector Bag (Child)	Local/China / Equivalent	No	1200
194.	Ventilator Circuit (Adult)	Local/China / Equivalent	No	12
195.	Ventilator Circuit (Child)	Local/China / Equivalent	No	12
196.	Vicryl 1 40mm (Round Body)	Ethicon /Demetec/ Equivalent	Foil	1872
197.	Vicryl 2/0 40mm (Round Body)	Ethicon /Demetec/ Equivalent	Foil	864
198.	Vicryl 3/0 (Round Body)	Ethicon /Demetec/ Equivalent	Foil	432
199.	Vicryl 4/0 (Round Body)	Ethicon /Demetec/ Equivalent	Foil	288
200.	Vicryl 5/0 (Round Body)	Ethicon /Demetec/ Equivalent	Foil	288
201.	Vicryl 6/0 (Round Body)	Ethicon /Demetec/ Equivalent	Foil	288
202.	Virkon Powder 500gm	Imported / China / Equivalent	Bott	24
203.	White Soft Parafine 100gm	China/Malaysia/Local	Jar	3600
204.	White Soft Parafine kg	China/Malaysia/Local	kg	120
205.	Wrist Suppot (various sizes)	Perfect/China/Equivalent	No	144
206.	Yellow Stopper	Local/China /Equivalent	No	1200

- Note:
- a Failure to complete the intended supplies even after (insert number 60 of days) days will result in the forfeiture of performance security and the company/firm/supplier may be blacklisted.
 - b The disposable should be delivered in packing with clear marking "**for HIT Hosp use only**".

TECHNICAL QUOTATION FORMAT - 2026-27

Ser	IT No	Nomenclature	A/U	Packing	Coy /Make	Remarks
			As per required Product List			

FINANCIAL QUOTATION FORMAT- 2026-27

Ser	IT No	Nomenclature	A/U	Packing	Coy /Brand	Unit Price Excl GST	18%GST	Unit Price Incl GST
			As per required Product List					

TECHNICAL SPECIFICATIONS

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Supply Chain Management Directorate without qualifying their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the pharmaceuticals to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all pharmaceuticals and materials to be incorporated in the therapeutic goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the therapeutic goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar therapeutic goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Supply Chain Management Directorate's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Purpose of Technical Specification:

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Therapeutic Goods and Related Services required by the Supply Chain Management Directorate. The Supply Chain Management Directorate shall prepare the detailed TS take into account that:

5. The TS constitute the benchmarks against which the Supply Chain Management Directorate will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Supply Chain Management Directorate.
6. Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - k. Standards of materials and workmanship required for the production and manufacturing of the Therapeutic Goods.
 - l. Detailed tests required (type and number).
 - m. Other additional work and/or Related Services required to achieve full delivery/completion.
 - n. Detailed activities to be performed by the Supplier, and participation of the Supply Chain Management Directorate thereon.
 - o. List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Supply Chain Management Directorate without qualifying their bids. The sample text provided in this section should serve as guidance only. This text is not intended to be used verbatim since technical specifications specific to each procurement should be drafted by the Supply Chain Management Directorate for inclusion in the bidding documents. In the context of international competitive bidding (ICB) among qualified firms, the specifications must be drafted to permit

the widest possible competition. The technical specifications establish the requirements for good manufacturing practices (GMPs), pharmacopoeia standards, nomenclature, and description required for each product, shelf life and package expiration date parameters, labeling instructions, packaging instructions, GMP and quality assurance certificates required, and other evidence of product quality to be submitted with the bid and with each shipment. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated,

Specific pharmacopoeia standards should be listed for each product; if any of a range of standards is adequate (British Pharmacopoeia, United States Pharmacopoeia, European Pharmacopoeia, or International Pharmacopoeia), this should be noted. If special packaging or labeling is required for a subset of products, this should be indicated on the schedule of requirements (see above), but a generic statement of packaging and labeling applied to all products should be included in the general technical specifications. Instructions about labeling (contents and language) and package inserts can be included in the technical specifications, unless there are specific requirements for each batch or schedule of requirements.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable (to complete an otherwise incomplete specification) they should always be followed by the words "or equivalent."

Where appropriate, drawings, including site plans as required, may be furnished by the Supply Chain Management Directorate with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Supply Chain Management Directorate during contract execution.

TECHNICAL SPECIFICATIONS OF PHARMACEUTICALS

1.	Specification	1.1	The Therapeutic Goods to be procured by the Supply Chain Management Directorate for this Invitation for Bids is indicated in the PA's <i>current</i> national essential drugs list or national formulary.
		1.2	Product specifications indicate dosage form (e.g., tablet, <i>capsules</i> , <i>dry syrup</i> , liquid, ointment, injectable, emulsion suspension, etc.) and the drug content (exact number of mg or <i>international units</i> [IU] or % v/v, w/w or v/w <i>acceptable range</i>).
		1.3	The Therapeutic Goods should conform to standards specified in the following compendia: [Hospital should specify an accept Pharmacopoeia standard from one of the following: the British Pharmacopoeia, the United States Pharmacopoeia, the International Pharmacopoeia or the European Pharmacopoeia, the latter particularly for raw materials.] <i>The standards will be the latest edition unless otherwise stated by the Hospital or other if applicable</i>
		1.4	In case the pharmaceutical product is not included in (the specified compendium, <i>but included in the Procuring agency's national essential drug list</i> , the Hospital should clearly indicate <i>acceptable limits</i> and the Supplier, upon award of the Contract, must provide the reference, standards and testing protocols to allow for quality control testing
		1.5	Not only the pharmaceutical item, but also packaging and labeling components (e.g., bottles, closures, and <i>labeling</i>) should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the Pakistan. All packaging must be properly sealed and tamper-proof <i>and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the Drug Regulatory Authority of Pakistan (DRAP)</i> . The Supply Chain Management Directorate should specify any additional <i>special requirements</i> .
2.	Product packaging	2.1	Drug Rule 1986 (labeling and Packaging rule) framed under Drug Act 1976 shall be followed for labeling and packaging.
		2.2	Packaging of the product shall comply with DRAP GMP standards. Primary packaging – <ul style="list-style-type: none"> • Sterile or non-sterile as appropriate. E.g. for sterile items, transparent film to allow clear identification of the content – sachet, plastic box, peel-off sachet; • For pharmaceutical products in tablets/capsule. For item with tablets/capsules or less, it shall be preferably in blister pack. • Glass containers will not be accepted above a maximum of 250 ml. • Glass bottles must be separated by criss-cross box dividers or box partitions or be packed individually in cartons. • For glass ampoules, single ended, break-off necks are required. • Primary packaging must bear appropriate labels providing content and usage information
		2.3	Secondary packaging – to protect the primary packaging – e.g. cardboard, rigid wrapping.
		2.4	All the requirement of the labeling and packaging rule 1986 including the name of drug/medicine both brand and generic name, equally prominent should be printed/written in indelible ink both in English and Urdu on the outer cartons and each pack, bottle, blister, tube.
		2.5	Therapeutic Goods requiring refrigeration or freezing <i>or those that should</i>

			<i>not fall below a certain minimum temperature for stability</i> must specifically indicate storage requirements on labels and Packed and be supplied in special vehicle with packing to ensure stability in transit from point of shipment or transport.
3.1	Labeling Instructions	3.1	The label of the primary packing for each pharmaceutical and vaccine products shall meet the GMP standard of the DRAP and include: Primary packaging shall be imprinted with the following: s. Name of manufacturer; t. Address of manufacturer's manufacturing site; u. Article reference of the manufacturer and the supplier; v. Details to identify device (in English, French and Spanish): description, composition as appropriate; w. Batch number prefixed by the word "LOT" x. Items with limited shelf life: expiry date using the words "use before (month)/(year) or prefixed by "EXP" y. Items without expiry date: the date of manufacture (year) prefixed by the harmonized symbol, unless information already incorporated into the batch number or serial number z. For single use items, the words "DO NOT RE-USE" or "FOR SINGLE USE" aa. For sterile items, the word "STERILE" I, plus a warning, advising to "check the integrity of the sterile packaging before use."
		3.2	In addition, the primary packaging for pharmaceutical products shall be labelled with the Following: aa. Name of drug; bb. Pharmaceutical dosage form; cc. Active pharmaceutical ingredient(s); type and amount; dd. Name and amounts of excipients with relevant medical and pharmaceutical effects e.g. preservatives, sugar content; ee. Net quantity per unit; ff. Instructions/direction for use; gg. Batch number; hh. Expiry date; ii. Storage conditions including warnings and precautions ; jj. If reconstitution is required, the storage conditions after reconstitution and shelf-life; kk. Name of manufacturer; ll. Address of manufacturing site (For contract manufacturer, indicate clearly that: mm. Manufactured by A for Company
		3.3	Secondary packaging for pharmaceutical products shall be imprinted with the following: k. Name of manufacturer; l. Address of manufacturing site; m. Labelling same as on primary packaging; – n. Any special storage conditions and or handling conditions; o. Instructions for use in English or any other language as stipulated in BDS
		3.4	The outer case or carton should also display the above information.
4.	Additional Instruction	4.1	The supplier are required to furnish warranty certificate with regard to potency and stability (including coloration of medicine) of the drug for human consumption etc. in accordance with the Drug Act, 1976 and DRAP Act, 2012 and Rules framed thereunder.
		4.2	After signing of the contract, the supplier shall submit the sample of

			finished medicine in accordance with the above instructions for approval.
5.	Case Identification	5.1	All cases should prominently indicate the following: (s) Supply Chain Management Directorate's line and code numbers; (t) The generic name of the product; (u) The dosage form (tablet, ampoule, syrup); (v) Date of manufacture and expiry (in clear language not code); (w) Batch number; (x) Quantity per case; (y) Special instructions for storage; (z) Name and address of manufacture; and (aa) Any additional cautionary statements.
		5.2	No case should contain pharmaceutical products from more than one batch.
6.	Unique Identifiers	6.1	HIT Hospital shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the labels of the containers used for packaging and in certain dosage forms, such as tablets, and ampoules and this will be in the Technical Specifications. The design and detail will be clearly indicated at the time of bidding, and confirmation of the design of such logo shall be provided to the Supplier at the time of contract award.
7.	Patient Information leaflets and package inserts	7.1	Every pack must have Patient Information Leaflets (PILS), instructions inserted inside package printed in English language or any other language as per stipulated in BDS
8	Shelf Life	8.1	Therapeutic Goods must have long shelf life/expiry more than 12 months or 70% in case of imported product and 85% in case of locally manufactured product, but not less than 12 months in any case. Supply Chain Management Directorate shall make decision regarding any relaxation in shelf life/ expiry date.
9.	Testing Verification procedure	9.1	After delivery of drug Medicine at Supply Chain Management Directorate Premises, PA may send sample from each batch to Central Drug testing Laboratory (CTDL) or Drug testing Laboratory for testing. The inspection committee constituted by Supply Chain Management Directorate shall inspect the quantity, specification of therapeutic goods after receipt of standard quality report from CDTL/DTL concerned if required. The cost of lab tests shall be borne by the supplier.
		9.2	In Case of substandard report of any batch, the supplier has the right to go for relevant appellate forum. If it is again declared substandard, the supplier will be bound to resupply the entire fresh stock of that batch free of cost within the reasonable time period to be intimated by the Supply Chain Management Directorate but not late then 30 days from date of intimation, which will be subject to completion of all testing and verification formalities, at the parallel the case will also be forwarded to DRAP for legal action as per Drug Act 1976, DRAP Act 2012 and Rules made thereunder for the disposal of substandard stock.
		9.3	The Supply Chain Management Directorate after examination stock can reject, even if it is declared of standard quality by CDTL/DTL, if not found according to approved sample and other technical specification like packaging, labeling, printing and quantity etc.
10	Transport of temperature sensitive	10.1	For procurement of pharmaceuticals which are to be stored at specific temperature shall require controlled temperatures during transportation. Sufficient arrangement shall be made to transport the required

	pharmaceuticals		therapeutic goods in specific temperature.
11.	Standards of Quality Control for Supply	11.1	The successful Supplier will be required to furnish to the HIT Hospital: <ul style="list-style-type: none"> (i) With each consignment, and for each item a DRAP certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogenic content uniformity, microbial limit, and other tests, as applicable to the Therapeutic Goods being supplied and the manufacturer's certificate of analysis; (j) Assay methodology of any or all tests if requested; (k) Evidence of bioavailability and/or bio- equivalence for certain critical Therapeutic Goods upon request. <i>This information would be supplied on a strictly confidential basis only; and</i> (l) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
		11.2	The Supplier will also be required to provide the HIT Hospital with access to its manufacturing facilities to aspect the compliance with the GMP requirements and quality control mechanisms.

SECTION - F
EVALUATION AND QUALIFICATION CRITERIA
(SAMPLE)

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

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

Ser	Description	Max Points	Explanation for Marks Obtained	Remarks
(7)	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
(8)	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.
(9)	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		

j. **Past Experience / Past Record**

Ser	Description	Max Points	Explanation for Marks Obtained
(5)	Projects of similar nature and complexity of last Three years	10	3 years (1.3 mark per contract Max 3.3 marks per year)
(6)	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	

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

Ser	Description	Max Points	Maximum Points
(9)	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= $\frac{X2}{X1} * 2.5$
(10)	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= $\frac{X2}{X1} * 2.5$
(11)	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= $\frac{X2}{X1} * 2.5$
(12)	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
(13)	Risk and Expense action against firm approved	2.5	0.5 x marks will be deducted against each Risk and Expense action approved
(14)	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. **Parameters (Project Technical Evaluation)**

Ser	Description	Max Points	Marks Obtained
(9)	a. Proof of Manufacturing of Quoted items. b. Authorized Distribution Certificate. c. If no documentary evidence is provided the firm would be rejected (Mandatory)	10	
(10)	Should have experience of supply of quoted items to tertiary care Hospitals for minimum 3 years. Supporting documents to be attached (Mandatory)	10	
(11)	(Mandatory Clause) Minimum annual turnover of previous three financial years for tender participation should not be less than: a. Rs. 100 Mn for Medicines b. Rs. 50 Mn for Lab Kits/ equipment c. Rs. 20 Mn for Disposable	05	
(12)	Internal audit report for 3 years as a proof of sound financial background of firm	05	
(13)	Provision of samples with the quotation by opening date. The item would be rejected if a. Sample is not provided for quoted item	10	

	b. Manufacturing Company is not in the top 20 of the manufactures list		
(14)	The Quoted items should be registered with DRAP, if applicable. (attach relevant documents)	05	
(15)	Undertaking on Rs.100 Judicial stamp duty verified by notary public to be provided being the firm to honor the response time for warranty / replacement within 72 hours when informed by hospital	05	
Total		50	

Mandatory:- Deficient documents to be provided within two working days of tender opening date, otherwise the Firm would be rejected.

SECTION - G
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 _____

- (e) the Technical Proposal, and
- (f) the Financial Proposal.

In submitting our Bid we make the following declarations:

29. **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
30. **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
31. **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;
32. **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];
33. **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];
34. **Discounts:** The discounts offered and the methodology for their application are:
 - e. The discounts offered are: [Specify in detail each discount offered]
 - f. 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];

35. **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;
36. **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
37. **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;
38. **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;
39. **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]*;
40. **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;
41. **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
42. **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]*

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.

COMMERCIAL OFFER

Price Schedule

Therapeutic Goods Manufactured Pakistan, or to be Imported

Purchaser's Country _____		Currencies in accordance with ITB 17						Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Therapeutic Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Therapeutic Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 16.7)	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of therapeutic Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

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]*

PART II
CONDITIONS OF THE CONTRACT

SECTION - H:
GENERAL CONDITIONS OF THE CONTRACT
(GCC)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			uu. “Authority” means Public Procurement Regulatory Authority.
			vv. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 34 hereunder.
			ww. The “Contract” means the agreement entered into between the Supply Chain Management Directorate and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			xx. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			yy. “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			zz. “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			aa. The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			bb. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.
			cc. “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Consignee address under Contract.
			dd. “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Supply Chain Management Directorate upon fulfillment of the conditions precedent stipulated in GCC Clause 3 .
			ee. “Related Services” means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			fff. “GCC” means the General Conditions of Contract contained in this section.
			gg. “Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC .
			hh. “SCC” means the Special Conditions of Contract.
			iii. “Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Supply Chain Management Directorate and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC .
			jjj. “Project Name” means the name of the project stated in SCC .
			kk. “Day” means calendar day.
			lll. “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.

			mr “End User” means the organization(s) where the goods will be used, as named in the SCC .
			nn “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
			oo “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
			pp “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Hospital.
			qq The Supplier’s Bid is the completed Bid document submitted by the Supplier to the Supply Chain Management Directorate.
2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: q. Form of Contract, r. Special Conditions of Contract, s. General Conditions of Contract, t. Letter of Acceptance, u. Certificate of Contract Commencement v. Specifications w. Contractor’s Bid, and x. Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3.	Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - e. Submission of performance Security (or guarantee) in the form specified in the SCC ; f. Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Supply Chain Management Directorate is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Supply Chain Management Directorate shall be written in the language specified in SCC . The version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC .
6.	Country of Origin	6.1	The origin of Therapeutic Goods (Pharmaceuticals) and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The Therapeutic Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
8.	Joint Venture Consortium or Association	8.1	If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser
9.	Contract Documents	9.1	Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
10	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	10.1	The Supplier shall not, without the Supply Chain Management Directorate's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Supply Chain Management Directorate in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		10.2	The Supplier shall not, without the Supply Chain Management Directorate's prior written consent, make use of any document or information enumerated in GCC Clause 10.1 except for purposes of performing the Contract.

		10.3	Any document, other than the Contract itself, enumerated in GCC Clause 10.1 shall remain the property of the Supply Chain Management Directorate and shall be returned (all copies) to the Supply Chain Management Directorate on completion of the Supplier's performance under the Contract if so required by the Supply Chain Management Directorate.
		10.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
11	Patent and Copy Rights	11.1	The Supplier shall indemnify the Supply Chain Management Directorate against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Therapeutic Goods or any part thereof in Pakistan.
		11.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Supply Chain Management Directorate by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Supply Chain Management Directorate directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
12	Scope of Supply	12.1	The therapeutic Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements
13	Performance Guarantee	13.1	The Performance Guarantee shall be provided to the Supply Chain Management Directorate no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Supply Chain Management Directorate, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC .
		13.2	The proceeds of the Performance Guarantee shall be payable to the Supply Chain Management Directorate as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		13.3	The Performance Guarantee shall be in one of the following forms:
		e.	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Supply Chain Management Directorate; or
		f.	A cashier's or certified check.
		13.4	The performance guarantee will be discharged by the Supply Chain Management Directorate and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC .
14	Supplier's Responsibility	14.1	The Supplier shall supply all the Therapeutic Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 17

15	Inspections and Test	15.1	The Supply Chain Management Directorate or its representative shall have the right to inspect and /or to test the therapeutic Goods to confirm their conformity to the Contract specifications at no extra cost to the Supply Chain Management Directorate. SCC and the Technical Specifications shall specify what inspections and tests the Supply Chain Management Directorate shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		15.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Therapeutic Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Supply Chain Management Directorate.
		15.3	Should any inspected or tested Therapeutic Goods fail to conform to the Specifications, the Supply Chain Management Directorate may reject the Therapeutic Goods, and the Supplier shall replace the rejected Therapeutic Goods to meet specification requirements free of cost to the Supply Chain Management Directorate.
		15.4	The Supply Chain Management Directorate's right to inspect, test and, where necessary, reject Therapeutic Goods after its arrival in the Supply Chain Management Directorate's country shall in no way be limited or eared by reason of the Therapeutic Goods having previously been inspected, tested, and passed by the Supply Chain Management Directorate or its representative prior to the Therapeutic Goods' shipment from the country of origin.
		15.5	Nothing in GCC Clause 13 shall in any way release the supplier from any warranty or other obligations under this Contract.
16	Packing	16.1	The supplier shall provide such packing of the Therapeutic Goods as required in the Technical Specification of the Bidding Documents to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Therapeutic Goods final destination and the absence of heavy handling facilities at all points in transit.
		16.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Supply Chain Management Directorate.
	Delivery and Documents	17.1	Documents to be submitted by the Supplier are specified in SCC .
20	Related Services	20.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :
		k.	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Therapeutic Goods;
		l.	Furnishing of tools required for assembly and/or maintenance of the

			supplied Therapeutic Goods;
		m.	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Therapeutic Goods;
		n.	Performance or supervision or maintenance and/or repair of the supplied Therapeutic Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		o.	Training of the Supply Chain Management Directorate's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Therapeutic Goods.
		20.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Therapeutic Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
21	Warranty/ Defect Liability Period	21.1	The Supplier warrants that the Therapeutic Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Therapeutic Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Supply Chain Management Directorate, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Therapeutic Goods in the conditions prevailing in Pakistan.
		21.2	This warranty shall remain valid for a period specified in the SCC after the Therapeutic Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC .
		21.3	The Supply Chain Management Directorate shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
22	Payment	22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
		22.2	The Supplier's request(s) for payment shall be made to the Supply Chain Management Directorate in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.
		22.3	Payments shall be made promptly by the Supply Chain Management Directorate, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Supply Chain Management Directorate makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .

		22.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		22.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 22.4
23	Prices	23.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		23.2	Prices charged by the Supplier for Therapeutic Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Supply Chain Management Directorate's request for Bid Validity extension, as the case may be.
24	Change Orders	24.1	The Supply Chain Management Directorate may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
		i.	Drawings, designs, or specifications, where Therapeutic Goods to be furnished under the Contract are to be specifically manufactured for the Supply Chain Management Directorate;
		j.	The method of shipment or packing;
		k.	The place of delivery; and/or
		l.	The Services to be provided by the Supplier.
		24.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Supply Chain Management Directorate change order.
		24.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
25	Contract Amendments	25.1	Subject to GCC Clause 24 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
26	Assignment	26.1	Neither the Supply Chain Management Directorate nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
27	Sub-contracts	27.1	The Supplier shall consult the Supply Chain Management Directorate in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		27.2	Subcontracts must comply with the provision of GCC Clause 5 .
28	Delays in the Supplier's Performance	28.1	Delivery of the Therapeutic Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Supply Chain Management Directorate in the Schedule of Requirements.

		28.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Therapeutic Goods and performance of Services, the Supplier shall promptly notify the Supply Chain Management Directorate in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Supply Chain Management Directorate shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		28.3	Except as provided under GCC Clause 31 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 29 , unless an extension of time is agreed upon without the application of liquidated damages.
29	Liquidated Damages	29.1	Subject to GCC Clause 31 , if the Supplier fails to deliver any or all of the Therapeutic Goods or to perform the Services within the period(s) specified in the Contract, the Supply Chain Management Directorate shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Therapeutic Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Supply Chain Management Directorate may consider termination of the Contract.
30	Termination for Default	30.1	The Supply Chain Management Directorate or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		30.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		q.	the Supplier fails to deliver any or all of the Therapeutic Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Supply Chain Management Directorate; or
		r.	the Supplier fails to perform any other obligation(s) under the Contract;
		s.	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC ;
		t.	the supplier has abandoned or repudiated the contract.
		u.	the Supply Chain Management Directorate or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		v.	a payment is not paid by the Supply Chain Management Directorate to the Supplier after Number of days Specified in SCC from the due date for payment;
		w.	the Supply Chain Management Directorate gives Notice that Therapeutic goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Supply Chain Management Directorate; and

			x. if the Supply Chain Management Directorate determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		30.3	For the purpose of this clause: Corrupt and Fraudulent Practice ” in respect of procurement process, shall be either one or any combination of the practices including,- k. "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; l. "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
			m. "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; n. "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and o. "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract..
		30.4	In the event the Supply Chain Management Directorate terminates the Contract in whole or in part, the Supply Chain Management Directorate may procure, upon such terms and in such manner as it deems appropriate, Therapeutic Goods or Services similar to those undelivered, and the Supplier shall be liable to the Supply Chain Management Directorate for any excess costs for such similar Therapeutic Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
31	Termination for Force Majeure	31.1	Notwithstanding the provisions of GCC Clauses 29, and , neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent

		31.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Supply Chain Management Directorate in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
32	Termination for Insolvency	32.1	The Supply Chain Management Directorate may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Supply Chain Management Directorate.
33	Termination for Convenience	33.1	The Supply Chain Management Directorate, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Supply Chain Management Directorate’s convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		33.2	The Therapeutic Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Supply Chain Management Directorate at the Contract terms and price. For the remaining Goods, the Supply Chain Management Directorate may elect:
		e.	To have any portion completed and delivered at the Contract terms and prices; and / or
		f.	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Therapeutic Goods and Services and for materials and parts previously procured by the Supplier.
34	Disputes Resolution	34.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		34.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
35	Procedure for Disputes Resolution	35.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
		35.2	The rate of the Arbitrator’s fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

		35.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC .
36	Replacement of Arbitrator	36.1	Should the Arbitrator resign or die, or should the Supply Chain Management Directorate and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
37	Limitation of Liability	37.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement,
		e.	The supplier shall not be liable to the Supply Chain Management Directorate, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Supply Chain Management Directorate; and
		f.	The aggregate liability of the Supplier to the Supply Chain Management Directorate, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Supply Chain Management Directorate with respect to patent infringement.
38	Notices	38.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .
		38.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
39	Effectiveness of the Contract	39.1	Unless otherwise specified in the SCC, the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the Purchaser's Country that the Therapeutic Goods have been registered for use in the Supply Chain Management Directorate's Country.
		39.2	If thirty (30) days, or such longer period specified in the SCC, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 39.1 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's Performance Security shall be promptly returned.
40	Extension	40.1	If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Therapeutic Goods or completion of Related Services, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

		40.2	Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 29, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 39.1
41	Taxes and Duties	41.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		41.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Supply Chain Management Directorate shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		41.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Supply Chain Management Directorate.

PART II
CONDITIONS OF THE CONTRACT

SECTION - I
SPECIAL CONDITIONS OF THE CONTRACT
(SCC)

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

3. The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<u>Definitions (GCC 1)</u>		
1.	1.1	The Supply Chain Management Directorate is: <i>[Name and address]</i>
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: <i>[write the name of title or project]</i>
<u>Governing Language (GCC 4)</u>		
4.	4.1	The Governing Language shall be:
<u>Applicable Law (GCC 5)</u>		
5.	5.1	The Applicable Law shall be: Laws of the
<u>Country of Origin (GCC 6)</u>		
6.	6.1	Country of Origin is
<u>Performance Security (or guarantee) (GCC 13)</u>		
7.	13.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: <i>[below the ten (10) percent of the Contract Price]</i>
8.	13.4	After delivery and acceptance of the Therapeutic Goods, 5% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 21.2 .
<u>Inspections and Tests (GCC 15)</u>		
9.	15.1	Inspection and tests prior to shipment of Therapeutic Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Therapeutic Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Supply Chain Management Directorate in order to ensure that the Therapeutic goods are manufactured in compliance with the contract.
<u>Packing (GCC Clause 16)</u>		
10.	16.2	The following SCC shall supplement GCC Clause 16.2 : The Therapeutic Goods shall be packed properly in accordance with standard export packing specified by the Supply Chain Management Directorate in the Technical Specification.
<u>Delivery and Documents (GCC Clause 17)</u>		
11.	17.1	For Therapeutic Goods from within Pakistan: Upon delivery of the Therapeutic Goods to the transporter, the Supplier shall notify the Supply Chain Management Directorate and mail the following documents to the Supply Chain Management Directorate: k. one original plus four copies of the Supplier's invoice showing Therapeutic Goods' description, quantity, unit price, and total amount; l. delivery note, railway receipt, or truck receipt; m. Manufacturer's or Supplier's warranty certificate; n. inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and o. Certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. p. The date of expiry should be at least 2 years at the time of del to hosp. q. The contractor is bound to replace Short dated stock when notified 6 months in advance of expiry of date.

		The above documents shall be received by the Supply Chain Management Directorate before arrival of the Therapeutic Goods and, if not received, the Supplier will be responsible for any consequent expenses.
Related Services (GCC Clause 20)		
13.	20.1	Related services to be provided are: <i>[Selected services covered under GCC Clause 16 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
Warranty (GCC Clause 21)		
14.	21.2	In partial modification of the provisions, the warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: d. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or e. pay liquidated damages to the Supply Chain Management Directorate with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
15.	21.4 & 21.5	The period for correction of defects in the warranty period is:
Payment (GCC Clause 22)		
16.	22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Therapeutic Goods and Services supplied from within Pakistan: Payment for Therapeutic Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows: e. Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Documents or another form acceptable to the Supply Chain Management Directorate. f. On Delivery. Percent of the Contract Price shall be paid on receipt of the Therapeutic Goods and upon submission of the documents specified in GCC Clause 11 . g. On Acceptance: The remaining 100% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Supply Chain Management Directorate.
	22.2	Rate to be used for paying the Supplier's interest on the late payment made by Supply Chain Management Directorate shall be [<i>insert: rate</i>].
Prices (GCC 23)		
17	23.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.

		<i>[To be inserted only if price is subject to adjustment.]</i>
	Liquidated Damages (GCC Clause 29)	
18.	29.1	Applicable rate: <i>[insert rate]</i> Maximum deduction: is equal to the performance security. Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.
	Procedure for Dispute Resolution (GCC Clause 34)	
19.	34.3	<p>Dispute Resolution</p> <p>(a) For Contracts to be entered with foreign Contractor/ Service Provider: All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(b) For Contracts to be entered with nationals of Pakistan:</p> <p>(13) If any dispute of any kind whatsoever shall arise between the Supply Chain Management Directorate and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</p> <p>(14) At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p> <p>(15) At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in <i>[Insert name of the city]</i> and proceedings will be conducted in <i>–[Specify language] language.</i></p> <p>(16) The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>(17) Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>(18) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Supply Chain Management Directorate shall pay the Supplier any monies due to the Supplier.</p>
	Notices (GCC Clause 38)	
20.	38.1	— Supply Chain Management Directorate's address for notice purposes: —Supplier's address for notice purposes:
	Effectiveness of the Contract (GCC Clause 39)	
21.	39.1	The Effective Date of the Contract is <i>[insert: date of Contract signing if EITHER: (i) the Therapeutic Goods have already been registered at the time of Contracting signing OR (ii) registration of the Therapeutic Goods is not a requirement under</i>

		<i>the Applicable Law. Otherwise, delete and insert “NOT USED.”</i>
	39.2	The time period shall be <i>[insert: a number greater than 30]</i> days. <i>[If not used, delete and insert “NOT USED.”]</i>

PART II
CONDITIONS OF THE CONTRACT

SECTION - J:
CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20____ between *[name and address of Supply Chain Management Directorate]* of Pakistan (hereinafter called “the Supply Chain Management Directorate”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Supply Chain Management Directorate invited Bids for certain Therapeutic goods (Pharmaceuticals) and related-services, viz., *[brief description of therapeutic goods and services]* and has accepted a Bid by the Supplier for the supply of those therapeutic goods and related services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (q) This form of Contract;
 - (r) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (s) the Schedule of Requirements;
 - (t) the Technical Specifications;
 - (u) the Special Conditions of Contract;
 - (v) the General Conditions of the Contract;
 - (w) the Supply Chain Management Directorate’s Letter of Acceptance; and
 - (x) *[add here: any other documents]*
3. In consideration of the payments to be made by the Supply Chain Management Directorate to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Supply Chain Management Directorate to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Supply Chain Management Directorate hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Supply Chain Management Directorate)

Witness to the signatures of the Supply Chain Management Directorate:
.....

Signed, sealed, delivered by _____ the _____ by _____ (for the Supply Chain Management Directorate)

Witness to the signatures of the Supplier:

Performance Guarantee Form

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

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of therapeutic goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

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

[Buyer]

[Seller/Supplier]

DECLARATION CERTIFICATE

1. It is certified that M/s _____ participate for tender no _____
FY _____. There is no blood relative of this company (Firm) is held in Heavy Industries
Taxila and also this Company has no any contact / relationship with Heavy Industries Taxila employees
before /after participating of said bid.

2. This Certificate is signed by CEO / MD of this Company, any legal action will be taken by your
organization if found any ambiguity.

CEO/MD
Name Company firm