Standard Bidding Document

Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign (Non-Consultancy Services)

National

Single Stage-Two Envelope

July 13, 2026

Common Management Unit (CMU) (Common Management Unit (CMU)),Procurement Officer
FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory
Phone: +92-333-996-4055, Email: imran.khan@cmu.gov.pk

Table of Contents

PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Common Management Unit (CMU) (Common Management Unit (CMU))** has reserved Funds for the procurement planned for FY **2026-27**. The **Common Management Unit (CMU) (Common Management Unit (CMU))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign**" with the reference of **"P60431"**

2. The **Common Management Unit (CMU) (Common Management Unit (CMU))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Demand Draft** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/60431**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, July 28, 2026 11:00 AM**. E-bids will be opened on the same day at **Tuesday, July 28, 2026 11:30 AM**. Manual submission of Bids shall not be

entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

Common Management Unit (CMU) (Common Management Unit (CMU)),
Procurement Officer
FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory
+92-333-996-4055
imran.khan@cmu.gov.pk

Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. **Fraudualent & Corrupt Practices**

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. **Eligible Bidders**

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severely 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,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Eligible Countries
Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section VI Bidding Forms
Section VII Fraudaulent & Corrupt Practices
Section VIII – Material & Non-material deviation
Section IX General Conditions of Contract (GCC)
Section X Special Conditions of Contract (SCC)
Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider’s risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. 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 bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or permitted.
The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to BDS, the bidder shall furnish, as part of itsbid, 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.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency 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, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency 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.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before Dead deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004,
The Procuring Agencyis required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids inaccordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. **Opening of Bids**

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, 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 attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. **Confidentiality**

24.1. 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 person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

25. **Preliminary Examination of Bids**

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. **Examination of Terms and Conditions, Technical Evaluation**

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed inthe bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with BDS**,** it shall reject the bids.

27. **Correction of Errors**

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. 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 procuring agency 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;

27.1.2. 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

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. **Conversion to Single Currency**

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. **Evaluation of Bids**

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6;**

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS.**

30. **Determination of Most Advantageous Bids**

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

31. **Abnormally Low Financial Bids**

31.1. Procuring agency may reject a bid if it 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, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency –

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. **Rejection of Bids**

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. **Single Responsive Bid**

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. **Arbitration**

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. **Criteria of Award**

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. **Procuring Agency’s Right to reject All Bids**

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. **Notification of Award**

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency 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).

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. **Signing of Contract**

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. **Performance Guarantee**

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. **Corrupt & Fraudulent Practices**

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/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.

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. **GRC Procedure**

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **Common Management Unit (CMU) (Common Management Unit (CMU))**

The subject of procurement is: **Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign**

Expected commencement date: **Tuesday, December 1, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P60431**

BDS Clause Number 3

JV/Consortium or Association Allowed: **Yes**
Number of JV/Consortium Members: **02**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Thursday, July 23, 2026
Pre-Bid Meeting: Thursday, July 16, 2026 11:00 AM
Venue: FDI Building, PSM Unit, Bloack C, CMU office NIH Chak Shehzad

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Common Management Unit (CMU) (Common Management Unit (CMU))** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid: No

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **148 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Demand Draft**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for 90+28 = 118 days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Tuesday, July 28, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day *: **Tuesday***

Date: ***Tuesday, July 28, 2026***

Time *: **11:30 AM***

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievence against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	Punjab (PRA)
Company (Public Limited)	KPK (KPRA)
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
Registration with any board of Revenue (Federal or Provincial) will be accepted and may be uploaded as a proof of document in above mentioned registration requirement	No

(a) The bid should be properly sealed and submitted in line with the “Single Stage-Two Envelope Bidding Procedure”; that is, a bid comprises of a single package containing two separate envelopes. Each envelope shall contain separately the “Financial Proposal” and the “Technical Proposal”. (Please properly bind all the documents in sequence, attach table of contents along with page number of each document provided and also mention the page number in sequence for all the documents subm	No
(b) The bidder should submit a copy of the company registration or incorporation certificate or current trading license; any other legal registration document.	Yes
(c) Bidder must be registered with Income Tax and General Sales Tax (GST) Departments and should be on Active Taxpayers List of the Federal Board of Revenue (FBR), with a National Tax Number (NTN). Bidder to submit copies of certificates and a printed copy of proof of Active Taxpayer List (ATL)	Yes
(d) Bidder should prepare and submit the Bid Submission Sheet (Bid Form), duly filled, signed and sealed/stamped, in accordance with ITB. No alteration is to be made in the Bid Submission Sheet (Bid Form) except in filling up the blank space as directed.	Yes
(e) Bidder should prepare and submit a detailed Specification and Compliance Sheet duly filled, signed and sealed/stamped, in accordance with ITB, showing the extent of compliance to the Purchasers specifications. Where applicable, submit product catalogues and printed literature. Where applicable, a bidder shall clearly indicate the extent to which the products offered differ or deviate from requirements and specifications of the purchaser.	Yes
(f) Bid is valid for a period of 120 calendar days counted from the date of the deadline for submission of bids (Please provide signed and stamped undertaking on your organizational letterhead).	Yes
(g) The bidder must submit original Bid Security or Earnest money of PKR 500,000/ (Five Hundred Thousand Only) in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of Directorate of Malaria Control (DoMC), valid for at least 148 days (120 days of bid validity plus 28 days). Original Bid Security or Earnest money should be submitted to the CMU with original technical bid and copy must be uploaded on EPADS.	Yes

(h) The bidder should attach last twelve (12) months bank statement and Bank Certificate or attach audited Books of Accounts/Audit Reports for at least the last two financial years from 2022-2023; 2023-2024 or each financial year books of accounts. The audited Books of Accounts/Audit Reports must be from a certified audit firm from the Institute of Chartered Accountants of Pakistan (ICAP).	Yes
(i) The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices in ITB 33 and should not be black listed by any Government or non-government organization. An affidavit duly attested by notary public shall be attached with the bidding document as evidence as provided in Evaluation Criteria Section 3(A),(i) in Annexure	Yes
(j) Bidders' Directors, Managing Partners, Chief Executives Officer and ultimately beneficiary owner have no relationship with any staff working in CMU or worked with CMU (NTP /DoMC / NACP) during the last seven (07) years (Please attach affidavit on legal stamp paper to the effect).	Yes
(k) Bidder must sign and attach the Integrity Pact statement as provided under the section of Sample Forms.	Yes
(l) Authorized dealers (if applicable) should attach with the technical bid a copy of the Letter of authorizations; (On manufacturer official letter head).	Yes
(m) There are no claims against the bidder regarding poor market reputation or previous default on quality while supplying goods to CMU or any other Public, Private or Multinational Organization (Please provide signed and stamped undertaking on your organizational letterhead).	Yes
(n) Joint Venture is allowed to participate in the tender. However, document of Joint Venture is required (if applicable).	No
(o) Although bidders can download/collect the standard bidding document "free of cost" from the PPRA (EPADS) and CMU website, Bidding Documents can also be secured through sending email at procurement.pharma@cmu.gov.pk . Bidders are required to provide a hardcopy of the same SBD uploaded to the EPADS, dully signed and stamped and must be attached with their respective technical proposal as evidence that the vendor has read it and agreed all the terms of SBD otherwise they will be rejected	Yes

(p) The whistle blowing policy (Anti fraud & Corruption policy) exists and applicable in CMU, if you identify any type of abnormalities mentioned in the policy, please notify it immediately to Grievance committee members i.e Chief Audit Officer and Manager Finance at given landline number/email (051-9255388, ahmad.hasnain@cmu.gov.pk, kashif.rasheed@cmu.gov.pk). The detailed policy is attached as Annex-A as an information which must be signed by the vendor.	Yes
(q) All the documents as required in the bidding document must be submitted Online at EPADS website (Mandatory) while hard copies must be submitted before deadline to the address given below: PSM Head, Common Management Unit (CMU) for the Global Fund AIDS, TB & Malaria Grants; Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Technical Marks	**100**
Passing Marks	**70**
Technical Evaluation Criteria	
Years of experience in Transportation Services (Please provide copies of Work order/ PO) (Qualitative)(Doc Required) 5.1 Years and above **(20)** 3.1 to 5 Years **(15)** 1 to 3 Years **(10)**	20
Similar Nature (Goods Transportation Services) Completed Projects with Government/Public Sector. Proof of evidence to be provided in the shape of Contract/work orders. 5 marks for each Contract/Work Order, up to a maximum of 03 Contracts/Work Orders. (Qualitative)(Doc Required)	15
Similar Nature (Goods Transportation Services) Completed Projects with Private Sector/NGOs. Proof of evidence to be provided in the shape of Contract/work orders: 5 marks for each Contract/Work Order, up to a maximum of 03 Contracts/Work Orders (Qualitative)(Doc Required)	15

Size of the bidder's fleet of vehicle relative to the assignment, registered in name of Company / Owned / Leased by the Company: (List of vehicles such as Shahzore, Mazda and trucks or similar which can be used for loading purpose with details of type, model and year of manufacturer to be provided) (Qualitative)(Doc Required) More than 8 **(20)** 6 to 7 Vehicle **(15)** 4 to 5 Vehicle **(10)** 2 to 3 Vehicles **(5)**	20
Transportation contracts executed in the last 5 years in Pakistan (outside KP), only contracts of PKR 0.5 million and above are acceptable (2 marks for each contract, maximum of 5 contracts) (Qualitative)(Doc Required)	10
Transportation contracts executed in the last 5 years in Khyber Pakhtunkhwa, only contracts of PKR 0.25 million and above are acceptable (2marks for each contract, maximum of 5 contracts) (Qualitative)(Doc Required)	10
The positive closing balance of the last year bank statement (1mark awarded for each 0.5 million on the bank account, maximum 10marks), (Last year bank statement required) (Qualitative)(Doc Required)	10

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Transportation of Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign (List of districts and number of ITNs is given in the Annexure attached)	**Address:** Detail of Delivery addresses along with number of ITNs is provided in Annexure SBD under scope of work **Schedule:** Within 02 weeks and/or as communicated by CMU Malaria technical Unit **Quantity:** 01/job	1/job	500000 PKR

Related Services :

Yes

Position	Related Services
Transportation of Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign (List of districts and number of ITNs is given in the Annexure attached)	Total quotation for above activity must cover the transportation, In transit Insurance, Labour for Loading & un loading, stacking /placing at storage area/distribution point as well as reverse logistics etc as mentioned in scope of work of SBD

Services Specifications

Positions Without Lots :

Position: Transportation of Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign (List of districts and number of ITNs is given in the Annexure attached)

Specifications / Requirements:

Detail of Specifications/Scope of Work is provided in Annexure SBD (Total quotation for said activity must cover the transportation, In transit Insurance, Labour for Loading & un loading, stacking /placing at storage area/distribution point as well as reverse logistics etc as mentioned in scope of work) ** Comparison will be made on the above quotation, However please mention PER BALE transportation cost exclusive & inclusive of GST according to above quoted rate for deduction in total Invoice in case of undistributed ITN's according to the Plan given in the Scope of work (Total Cost quoted / Total number of Bales i.e 22,247) (Detail for deduction is mentioned in Clause 3, Section II. Special Conditions of Contract) Per Bale transportation Cost exclusive of GST (PKR) = ________________________________ Per Bale transportation Cost inclusive of GST (PKR) = ________________________________ (Please enter Per Bale cost for the purpose as mentioned above in the Price schedule Annexed to be opened by Procuring agency during Financial opening)

Scope of Work

Complete Scope of Work is attached in Annexure (SBD)

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

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

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**
The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**
The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**
The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency 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.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Common Management Unit (CMU) (Common Management Unit (CMU)), Procurement Officer FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory

The Supplier is:

The title of the subject procurement is:Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Common Management Unit (CMU) (Common Management Unit (CMU)), Procurement Officer
FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory
+92-333-996-4055
imran.khan@cmu.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Common Management Unit (CMU) (Common Management Unit (CMU)), Procurement Officer
FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory
+92-333-996-4055
imran.khan@cmu.gov.pk

For the Bidder:

Name: ………………………

Designation: ……………..

Address: ……………………………..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ………………….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **1.00%** to **2.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

1% of the service period's quoted price per week of delayed deliverable for the first four (04) weeks, followed with 2% of the service period's quoted price per each subsequent week up to a maximum of eight (08) weeks, beyond which the contract shall be cancelled and bid performance guarantee forfeited to the program accounts. Further, the firm will be Black Listed from participating in all Global Fund funded programmes in Pakistan and the same notified to PPRA

General and Special Conditions of Contract are mentioned in Annexure (Standard Bidding Document i.e SBD) and must be agreed by all the bidders who are applying for the tender

After selection, the organization must obtain NOC for working in the targeted areas from relevant department of KP Government and security agencies. In case NOC is not obtained due to any reason by the selected vendor after receiving letter of Intent, work order will not be issued for activity.

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder 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 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. 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 Islamabad, Pakistan and proceedings will be conducted in English language.

iv. 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**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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 Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P60431***

To: **Common Management Unit (CMU) (Common Management Unit (CMU)), Procurement Officer FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory**

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:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) 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.

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 (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of __________ 20_____ between **Common Management Unit (CMU) (Common Management Unit (CMU)), Procurement Officer FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign (*P60431*)** and has accepted a Bids by the Bidder for the provision of Goods 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:-

   1. This form of Contract;
   2. the Form of Bids and the Price Schedule submitted by the Bidder;
   3. the Schedule of Requirements;
   4. the Technical Specifications;
   5. the Special Conditions of Contract;
   6. the General Conditions of the Contract;
   7. the Procuring Agency's Letter of Acceptance; and
   8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods 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 Procuring Agency)

Witness to the signatures of the Procuring Agency:

………………………………………………

Signed, sealed, delivered by ___________________the _________________ (for the Procuring Agency)

Witness to the signatures of the Bidder: ………………………………………………

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

[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.

Performance Guarantee Form

Performance Guarantee Form

To: **Common Management Unit (CMU) (Common Management Unit (CMU)), Procurement Officer FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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}

Annexure

Annexure : SBD for Hiring of Transportation services for ITN mass campain KP

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure : SBD for Hiring of Transportation services for ITN mass campain KP** (page number: 74)

Annex A

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex A** (page number: 136)

Bid Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bid Form** (page number: 138)

Delivery Schedule

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Delivery Schedule** (page number: 139)

Contract Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Contract Form** (page number: 140)

Form of Integrity Pact

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form of Integrity Pact** (page number: 142)

Form of Bid Security

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form of Bid Security** (page number: 144)

Form of Performance Guarantee

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form of Performance Guarantee** (page number: 147)

Undertaking

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Undertaking** (page number: 149)

General Conditions of Contract

Information (Read-Only)

See Form Under Additional Forms and Documents: **General Conditions of Contract** (page number: 150)

Special Conditions of Contract

Information (Read-Only)

See Form Under Additional Forms and Documents: **Special Conditions of Contract** (page number: 157)

Price Schedule

Total quotation for said activity must cover the transportation, In transit Insurance, Labour for Loading & un loading, stacking /placing at storage area/distribution point as well as reverse logistics etc as mentioned in scope of work)

**** Comparison will be made on thequotation for total activity in the price schedule or EPADS,** However please mention PER BALE transportation cost exclusive & inclusive of GST according to above quoted rate for deduction in total Invoice in case of undistributed ITN's according to the Plan given in the 'PART 2: Section I. Scope of work' of the SBD (Total Cost quoted / Total number of Bales i.e 22,247) (Detail for deduction is mentioned in Clause 3, Section II. Special Conditions of Contract)

Per Bale transportation Cost exclusive of GST (PKR) = ___________________________________

Per Bale transportation Cost inclusive of GST (PKR) = ___________________________________

(Please enter Per Bale cost for the purpose as mentioned above in the Annexure SBD to be opened by Procuring agency during Financial opening)

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule** (page number: 159)

Bid Form

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bid Form** (page number: 161)

Delivery Schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Delivery Schedule** (page number: 162)

Procurement Forms

Additional Forms and Documents

ISLAMIC REPUBLIC OF PAKISTAN

COMMON MANAGEMENT UNIT (CMU) FOR THE GLOBAL FUND AIDS, TB & MALARIA (GFATM) GRANTS, MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION
BLOCKS C, E & F, EPI BUILDING, NEAR NIH, PM NATIONAL HEALTH COMPLEX,
CHAK SHAHZAD, PARK ROAD, ISLAMABAD.

Standard Bidding Document (SBD)

for the

Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Distribution Campaign

Procurement Reference Number: CMU/DoMC-079/2026

NATIONAL COMPETITIVE OPEN BIDDING

Subject of Procurement:	**Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Distribution Campaign**
Procurement Reference Number:	**CMU/DoMC-079/2026**
Date of Bid Advertisement and Issue:	**July 11, 2026**
Date of Pre-Bid Meeting:	**July 16, 2026 at 11:00AM**
Last Date of Responding to Queries:	**July 23, 2026 COB**
Late Date of Issue of Bidding Document:	**July 25, 2026 till COB**
Deadline for Submission of Bids:	**July 28, 2026 at 11:00AM**
Public Bid Opening:	**July 28, 2026 at 11:30AM**

Queries/Questions shall be sent by email only to: Common Management Unit (CMU)
Email Address: procurement.pharma@cmu.gov.pk
Subject of Procurement and tender reference number must be included in email subject title

STANDARD BIDDING DOCUMENT

Table of Contents

COMMON MANAGEMENT UNIT (CMU) FOR THE GLOBAL FUND AIDS, TB & MALARIA (GFATM) GRANTS, MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION BLOCKS C, E & F, EPI BUILDING, NEAR NIH, PM NATIONAL HEALTH COMPLEX, CHAK SHAHZAD, PARK ROAD, ISLAMABAD.

INVITATION TO BID

1. The Common Management Unit (CMU) for the Global Fund AIDS, TB & Malaria (GFATM) grants invites sealed bids for the **Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign** under the Global Fund Malaria Grant, under procurement reference Number: **CMU/DoMC-079/2026**.

2. Bidding shall be conducted under National Competitive Bidding through **Single Stage-Two Envelope Procedure** detailed in the Public Procurement Rules (PPRA Rules) 2004 (as amended) and the GFATM-approved CMU Procurement Manual.

3. Eligible/authorized service provider Firm(s) /Transporter who have legal registration status in Pakistan and experience in Transportation, registered with Income Tax and Sales Tax Departments and are on Active Taxpayers List of the Federal Board of Revenue (FBR) may collect / download bidding document from www.cmu.gov.pk/tenders/ or collect the bidding documents in English, at free of cost, from the office of the undersigned during office working hours up to **July 25, 2026 COB**. The Bidding Documents can also be secured through sending email at **procurement.pharma@cmu.gov.pk starting from July 11, 2026.**

4. There shall be **a pre–bid meeting** at the office of the undersigned on **July 16, 2026 at 11:00AM.** Written questions and inquiries about the bids from potential bidders shall be emailed to **procurement.pharma@cmu.gov.pk not later than five (05) days** prior to the deadline for bid submission.

5. The bid must be accompanied with a refundable Bid Security or Earnest money of **Pakistan Rupees Five Lakh only (PKR 500,000)** in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of **Directorate of Malaria Control (DoMC).** The original Bid Security shall be attached with the technical bid.

6. **Submission of bids through EPADS system of PPRA is mandatory (https://eprocure.gov.pk)**

7. The sealed bids shall reach to the office of undersigned through registered Mail Services, Courier Services or by hand submission on or before **July 28, 2026 at 11:00AM**. Late bids shall be rejected. The bids shall be opened publicly on the same day by the Procurement committee in the presence of representatives of the bidders who choose to attend at **11:30 AM** at the office of the undersigned.

Head - Procurement and Supply Chain Management Unit
PHONE NO. 051-8438084

PART ONE: SECTION I.
Instructions to Bidders (ITB)

A. Introduction

1.	**Name of Purchaser and address and source of funding**	1.1	Common Management Unit (CMU) for the Global Fund AIDS, TB & Malaria (GFATM) Grants. Ministry of National Health Services, Regulations & Coordination, Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.
		1.2	The Global Fund to Fight AIDS, Tuberculosis and Malaria has awarded a grant to the CMU and part of the funds shall be utilized for the **Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign**
2.	**Eligible Bidders and eligible goods/services**	2.1	This Invitation for Bids is open to eligible/authorized **Service provider Firm(s) /Transporter who have legal registration status in Pakistan and the experience in Transportation**, registered with Income Tax and General Sales Tax Departments and are on Active Taxpayers List of the Federal Board of Revenue (FBR), with a National Tax Number
		2.2	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government of Pakistan (Federal, Provincial), a local body or a public sector / international organization in accordance with ITB Clause 33. For evidence of blacklist by any public organization, the reference source of information shall be the public database of the respective Federal and Provincial Public Procurement Regulatory Authority. The law mandates public entities to notify the Federal and Provincial Public Procurement Regulatory Authorities of any supplier blacklisted by a public entity; therefore, the Federal and Provincial Public Procurement Regulatory Authorities databases shall serve as the primary and the only reference point for any blacklisted supplier by any public organization. CMU shall not verify blacklisting information with any individual public entity where such information is not published on the public database of the respective Federal and Provincial Public Procurement Regulatory Authority.
		2.3	Bidders shall not be eligible to bid if their Directors, Managing Partners, Chief Executives Officer have any relative working in CMU or worked with CMU during the last seven (07) years. The interested bidders shall sign and submit an integrity pact (annexed to this document) to disclose any relative working with CMU.
		2.4	Bidders shall not be eligible to bid if the bidder has previously defaulted on quality while supplying goods or providing services to CMU.

2.5 All goods and related services to be supplied / provided under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.

2.6 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related goods / services are supplied /provided. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product/deliverables results that is substantially different in basic characteristics or in purpose or utility from its components.

2.7 The origin of goods and services is distinct from the nationality of the Bidder.

3. Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser." will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

B. The Bidding Documents

4. Content of Bidding Documents

4.1 The Goods / services required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation to Bid, the bidding documents include:

- Instructions to Bidders (ITB)
- Bid Data Sheet (BDS)
- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications and or Terms of Reference (ToRs)
- Bid Form and Price Schedules / Budget if any
- Contract Form
- All clarifications and addendums issued during the bidding period

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

5. Clarification of Bidding Documents

5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the purchaser in writing at the purchaser's address indicated in Bid Data Sheet (BDS). The purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than five (05) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet.

Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents directly from the purchaser.

6. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of bids, the purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment, without substantially changing nature of procurement.

6.2 All bidders those have obtained the bidding documents, from the Purchaser, will be notified of the amendment in writing which will be binding on them.

6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids and Bidding Procedure

7 Single stage – two envelope bidding procedure

7.1 **Single stage – two envelope** bidding procedure shall be applied:

(i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the **Financial proposal** and the **Technical proposal.**

(ii) Envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion.

(iii) Initially, the envelope marked "**TECHNICAL PROPOSAL**" shall be publicly opened in the presence of bidder's representatives who are able to attend the public technical bid opening ceremony;

(iv) Envelope marked as "**FINANCIAL PROPOSAL**" shall be retained in the custody of the procuring agency without being opened.

(v) the Purchaser shall evaluate the technical proposal, which will be comprised of two parts i.e ***eligibility criteria*** and ***evaluation criteria***.

Purchaser will reject any proposal which does not conform to the specified preliminary and technical requirements; eligibility criteria.

(vi) During the technical evaluation, no amendments/modifications in the technical proposal shall be permitted, unless as provided under ITB 22;

(vii) "FINANCIAL PROPOSAL" of the technically qualified bidders shall be opened in presence of the representative of qualified bidder.

(viii) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

(ix) After the evaluation and approval of the technical and financial proposal, the Purchaser shall ask the bidders at a time within the bid validity period, to present their profile in front of committee.

(x) As per rules, the Purchaser is not mandated to share with bidders detailed results of preliminary and technical evaluation during the process. The Purchaser shall issue an Evaluation Report to all participating suppliers after concluding the process, as stipulated by the procurement rules.

(xi) A bidder shall not be permitted to withdraw the bid after the deadline for bid submission and before the public announcement of results, unless the bidder is declared technically unqualified.

(xii) Financial comparative analysis of technically qualified bids shall be made by comparing prices on a lump sum basis.

(xiii) Bidder who has found technically qualified and least quoted price shall be declared as the best evaluated bidder

8 Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet.

Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

8A. Documents Comprising the Bid

8A.1 The bid prepared by the Bidder shall comprise the following components:

a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 9, 10 and 11.

b) documentary evidence established in accordance with ITB Clause 12 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

c) documentary evidence established in accordance with ITB Clause 13 that the goods / services and ancillary services to be supplied / delivered by the Bidder are eligible goods and services and conform to the bidding documents; and

d) bid security furnished in accordance with ITB Clause 14

9. Bid Form

9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods / services to be supplied/provided, a brief description of the goods/services, country of origin, quantity, and prices.

10. Bid Prices

10.1 The Bidder shall indicate on the appropriate Price Schedule the total cost for activity including the transportation, In transit Insurance, Labor for Loading & un loading, stacking /placing at storage area/distribution point as well as reverse logistics etc as mentioned in scope of work of SBD and total bid price of the goods / services it proposes to supply / provide under the contract.

10.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately. The bidder shall be responsible for all out of pocket costs including and not limited to meals, incidental costs, transport/flight charges.

10.3 The Bidders' separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit Purchaser's right to contract on any of the terms offered.

10.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, two or more prices for a single item / service will be treated as non-responsive.

11. Bid Currencies

11.1 Prices shall be quoted in Pakistan Rupees unless otherwise specified in the Bid Data Sheet.

12. Documents Establishing Bidder's Eligibility and Qualification

12.1 Pursuant to ITB Clause 2 and 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

12.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:

a) that the Bidder has the financial, technical, and management capability necessary to perform the contract;

b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

c) See Part 1: Section III: Evaluation Methodology and Criteria for a summary of minimum documents required to establishing bidder's eligibility and qualification

13 Documents Establishing Goods'/Services' Eligibility and Conformity to Bidding Documents

13.1 Pursuant to ITB Clause 2 and 8, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply / provide under the contract.

13.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and 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 goods and services to the bidding documents may be in the form of literature, flow-charts drawings, and data, and shall consist of:

a) a detailed description of the essential technical and performance characteristics of the goods or methodology of service delivery;

b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods / services for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods / services by the Procuring agency, if applicable; and

c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications/requirements.

13.4 For purposes of the commentary to be furnished pursuant to ITB Clause 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 Procuring agency 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 Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications /requirements.

14. Bid Security

14.1 Pursuant to ITB Clause 8, the bid must be accompanied with a refundable Bid Security or Earnest money as per Data Sheet in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of **Directorate of Malaria Control (DoMC)** having **Federal Tax Number (FTN) i.e. 9011601-1**.

Original Bid Security or Earnest money shall be attached with the technical bid.

14.2 The bid security shall be valid for the entire bid validity period plus an additional twenty-eight (28) days. The additional twenty-eight (28) days shall be counted after the last day of the bid validity period.

For avoidance of doubt, if the bid validity period is 120 days counted from the date of the deadline for bid submission, the bid security shall be valid for at least 148 days (120 days plus 28 days).

14.3 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 14.7.

14.4 Any bid not secured in accordance with ITB clauses 14.1 and 14.2 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 23.

14.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 15.

14.6 The successful Bidder's bid security will be discharged upon the Bidder's submission of the performance bond specified under the bid contract terms and conditions.

14.7 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity.; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the Contract in accordance with ITB Clause 31;

or

(ii) to complete the services in accordance with Clause 14 of the General Condition of Contract.

(c) Notwithstanding ITB clause 14.7 (a) above, a bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of financial bid evaluation, unless the bidder is declared technically unqualified.

14.7 A correction of non-material arithmetic errors in the bidder's bid price that results into an increase in the total bid price shall not invalidate an initially valid and sufficient bid security submitted based on the original total bid price. A bid shall not be rejected on the reason that the correction of non-material arithmetic errors has resulted into an increase in bid price; and therefore, the submitted bid security which was initially sufficient is now insufficient.

15. Period of Validity of Bids

15.1 Bids shall remain valid for the period specified in the Bid Data Sheet (Section II of SBD) after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

15.2 In Exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 14 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

16. Format and Signing of Bid

16.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "**ORIGNAL BID**" and "**COPY OF BID**" as appropriate. In the event of any discrepancy between them, the original shall govern.

16.2 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 bind the Bidder or the contract.

All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

The bid shall be bind without any loose papers and all pages sequentially numbered; any unbound or loose bids or papers shall not be accepted.

16.3 Any interlineations, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the bid. The bid should be duly binded and each page signed/stamped by authorized person.

D. Submission of Bids

17. Sealing and Marking of Bids

17.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "**ORIGNAL**" and "**COPY**." The envelopes shall then be sealed in an outer envelope. The outer envelope should be clearly marked with Tender No and Tender title given on the title of this Document.

17.2 The inner and outer envelopes shall: Be addressed to the Purchaser at the address given in the Bid Data Sheet; and

Bear the name indicated in the Bid Data Sheet, the invitation for Bids title (Subject of Procurement) and number (Procurement reference Number) indicated in the Bid Data Sheet, and a statement: "**DO NOT OPEN BEFORE**" to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 18.

17.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

17.4 If the outer envelope is not sealed and marked as required by ITB Clause 17.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

18. Deadline for Submission of Bids

18.1 Bids must be received by the Purchaser at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.

18.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Late Bids

19.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 18 will be rejected and returned unopened to the Bidder.

20. Modification and Withdrawal of Bids

20.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids in ITB 18.1.

A bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of financial bid evaluation unless the bidder is declared technically unqualified. All financial bids of technically qualified bidders shall be opened, irrespective of whether the bidder has withdrawn from the procurement process or not.

20.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked, and dispatched in accordance with the provision of ITB Clause 17. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

20.3 No bid may be modified after the deadline for submission of bids, except as provided for in ITB 22.

20.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 14.7

E. Opening and Evaluation of Bids

21 Opening of Bids by the Purchaser

21.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date and at the place specified in the Bid Data Sheet in accordance the **Single stage – two envelope bidding procedure detailed in ITB 7**. The bidders' representatives who are present shall sign a register/ attendance sheet evidencing their attendance.

21.2 The bidders' names, bid modifications or withdrawals, total bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 19.

21.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bids withdrawn before the deadline for bid submission shall be returned unopened to the bidders.

21.4 A bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of financial bid evaluation unless the bidder is declared technically unqualified. All financial bids of technically qualified bidders shall be opened, irrespective of whether the bidder has withdrawn from the procurement process or not.

21.5 The Purchaser will prepare minutes of the bid opening.

22. Clarification of Bids

22.1 To assist in evaluation and comparison of Bids the Procuring Entity may, at its discretion, ask the bidder for a clarification of its Bid and submission of additional supporting information. The request for clarification and the response shall be in writing and shall not change the unit prices or technical specifications of the Bid.

22.2 For avoidance of doubt, the purchaser shall not ask for clarifications that result into amendment of the **unit prices**, material amendment of the **technical specifications/TORs**, as well as the **Bid Form**.

22.3 The purchaser shall be at liberty to request for any historical documents from bidders during the bid evaluation process.

Historical documents are non-material and shall not constitute change in the technical nature of the bid.

For avoidance of doubt, historical documents are documents and information that **existed prior to the public announcement of the bid**, and may include and not limited to company registration documents; manufacturers and dealers authorization; firm and service quality certifications; bidder and staff practicing licenses and trading licenses and authorization; previous importation documents; previous contracts, contract performance certificates and purchase orders, work orders; service registration status; bidder's bank information, bank certificates and bank statement; tax registration certificates and status; and company's operating capacity;

23. Preliminary examination

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

23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

23.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

23.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservation to critical provisions, such as those concerning Bid Security and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence, unless as provided for under ITB 22.

23.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

24. Evaluation and comparison of Bids

24.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 23.

24.2 The Purchaser's evaluation of a bid, further elaborated under Bid Data Sheet, will be on Delivered Duty Paid (DDP) price inclusive of prevailing duties, taxes, and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid. The bidder is responsible for all out of pocket costs including and not limited to meals, incidental costs, transport/flight charges.

24.3 See Part 1: Section III for the detailed Evaluation Methodology and Criteria

25.	**Contacting the Purchaser**	25.1	Subject to ITB Clause 22, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
		25.2	**Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid**.
			F. Award of Contract:
26.	**Post- qualification**	26.1	In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated/most advantageous responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 12.
		26.2	The determination will take into account the Bidder's financial, technical, and management capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 12, as well as such other information as the Procuring agency deems necessary and appropriate.
		26.3	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 Procuring agency will proceed to the next best marks obtaining firm the next lowest evaluated bid/most advantageous bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
27.	**Award Criteria**	27.1	Subject to ITB Clause 28, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be met on minimum qualifying marks and obtaining the highest marks in presentation after the technical qualification, the lowest evaluated bid/most advantageous bidder, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
28.	**Purchaser's Right to Vary Quantities at Time of Award**	28.1	The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
29.	**Purchaser's Right to Accept any Bid and to Reject any or All Bids**	29.1	The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. The Purchaser will inform the affected Bidder or bidders of the grounds for the Purchaser's action, if so requested, by the Purchaser shall not be required to justify the grounds.

30. Notification of Award

30.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

30.2 The notification of award under ITB 30.1 will constitute the formation of the Contract.

30.3 The Purchaser shall announce to all participating bidders the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids **at least fifteen (15) days prior** to the award of contract.

30.4 Within the period specified in ITB 30.3 above, a bidder may seek clarification or challenge the award decision. Prior to signing of a formal contract, the Purchaser shall endeavor to resolve all complaints, disputes, and issue clarifications thereof.

In case the Purchaser establishes that the complaint or request for clarification submitted by the bidders to be truthful and/or of material nature, the Purchaser shall recall the notification of award, at no liability and costs to the Purchaser from the notified successful bidder(s). The Purchaser shall review the award decision and issue a new notification of award.

Lodging of a compliant or seeking clarification on an award decision by a bidder may not stop the Purchaser from proceeding with the contracting process and issue a purchase order or sign a contract to some or all successful bidders, provided that the bidder's query is considered to be non-material or of no consequence to the resulting contract or affects only limited bidders.

31. Signing of Contract

31.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract form provided in the bidding documents, incorporation all agreements between the parties.

31.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

31.3 The resulting contract shall be as specified in the Bid Data Sheet, for the specified period or renewable as specified in the Bid Data Sheet. The quantities ordered under the contract and price shall be as specified in the Bid Data Sheet.

32. Performance Security

32.1 The successful bidder shall furnish to the purchaser a Performance Security in the form, validity period, and the amount stipulated in the Bid Data Sheet within a period of seven (07) days after submission of the bidder's Letter of Acceptance.

32.2 Failures of the successful bidder to comply with the requirements of Sub-Clause 31.2 or Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

33. Corrupt Practices or Fraudulent

33.1 The Purchaser observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of its policy, the purchaser:

33.2 defines, for the purposes of this provision, the terms set forth below as follows:

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

- Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

- Will declare a firm ineligible if the firm is Blacklisted by any government and non-government organization. And a certificate to this effect by bidder must be attached with the bid.

Part One: Section II

Bid Data Sheet (BDS)

The following specific data for the goods / services to be procured shall complement, supplement, or amend the provisions in the instructions to Bidders (ITB): Section I. Whenever there is a conflict; the provisions herein shall prevail over those in ITB.

		A. Introduction
ITB 3.1	**The purchasers name and address**	Common Management Unit (CMU) for the Global Fund AIDS, TB & Malaria (GFATM) Grants, Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Park Road, Chak Shahzad, Islamabad.
		B. The Bidding Documents
ITB 5.1	**Purchaser's address**	Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad. Queries/Questions can also be sent by email only to: CMU, at email Address: **procurement.pharma@cmu.gov.pk** Subject of Procurement and tender reference number must be included in email subject title
		C. Preparation of Bids and Bidding Procedure
ITB 8.1	**Language of the Bid**	Language of the Bid and communications shall be English
ITB 10.2	**The price quoted shall be:**	In Pakistan Rupees i.e., includes the transportation, In transit Insurance, Labor for Loading & un loading, stacking /placing at storage area/distribution point as well as reverse logistics etc inclusive of all applicable taxes & out of pocket expenses. The bidder is responsible for all out of pocket costs including and not limited to meals, incidental costs, transport/flight. **The bidder shall be responsible for taking out appropriate employee insurance cover to comprehensively insure the deployed team against all risks likely to be faced by during their travel to and stay at PR premises and the bidder shall borne all risks associated with the service assignment without recourse to the purchaser, whatsoever, unless exempted by GCC 17 Force majeure clause.**
ITB 10.4	**The price shall be:**	Fixed and must include the Income Tax, other taxes, and duties, where applicable as per law and exclusive of General Sales Tax (GST). If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all prevailing taxes / duties. The procuring agency being exempt from the GST, will deduct the amount involved and process the payment excluding GST. However, the successful bidder may secure GST exemption certificate from the procuring agency to claim for the same while submitting its tax return(s).

ITB 11.1	**Bid Currencies**	Pakistan Rupees
ITB 13.3	**Qualification requirements**	(i) A Bidder may bid for providing services provided in the Schedule of Requirements/ToRs. (ii) Alternative quotations for a single service shall not be accepted. (iii) For a Summary of the Evaluation methodology and criteria, and required documents, see Part 1: Section III of this biding document.
ITB 14.1	**Amount of bid security**	**Pakistan Rupees Five Lakh only (PKR 500,000)**
ITB 14.2	**Form of Bid Security**	The tenders found deficient of the amount as bid security will not be considered. 1-A correction of an arithmetic error that changes the total bid price shall not invalidate a valid bid security that was correctly calculated and submitted based on the original bid price. An originally valid bid security shall remain valid even when after the correction of an arithmetic error that results into an increase in the total bid price. 2- The Bid security should be in the form of Pay Order/Demand Draft in favor of **Directorate of Malaria Control (DoMC), Islamabad (Federal Tax Number (FTN) i.e.,9011601-1**. **No personal cheques will be acceptable at any cost.** 3-The previous bid security will not be considered or carried forward.
ITB 15.1	**Period of Validity of Bids**	The bid validity shall be **valid for at least 148 days (120 days of bid validity plus 28 days) counted from the date of the deadline for bid submission**
ITB 16.1	**Number of copies of the bid**	One original and One Additional Copy; The original and the additional copy shall be prepared in accordance with the single stage- two envelop bid submission. Original Bid Security or Earnest money shall be attached with the original bid.
		D. Submission of Bids
ITB 17.1	**Purchaser at the address**	Same as ITB 3.1
ITB 17.2	**Bids title (Subject of Procurement) and number (Procurement reference Number)**	Bid title: **Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign** Number: **CMU/DoMC-079/2026** Do not open before: **July 28, 2026 at 11:30AM**
ITB 18.1	**Address for Bid**	***All the documents as required in the bidding document must be submitted Online at EPADS website (Mandatory) while hard copies***

	submission	***must be submitted before deadline to the address given below:*** PSM Head, Common Management Unit (CMU) for the Global Fund AIDS, TB & Malaria Grants; Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.
	Deadline for submission of bids	**Before and on July 28, 2026 at 11:30AM**
		E. Opening and Evaluation of Bids
ITB 21.1	**Time and date of bid opening**	**July 28, 2026 at 11:30AM**
	Address for bid opening	Common Management Unit for the Global Fund AIDS, TB & Malaria Grants office; Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.
ITB 24.1	**Evaluation and comparison of Bids**	Additional Evaluation methodology and criteria is provided under Part 1: Section III
		F. Award of Contract:
ITB 28.1	**Percentage increase or decrease in quantities at the award stage**	Not Applicable
ITB 31.3	**Type, duration of the resulting contract**	The resulting contract shall be a framework contract valid till the completion of the activity
ITB 32.1	**Form of performance bond**	The performance bond shall be in form of a Bank Guarantee using the Form in this bid, in Pakistan Rupees valid till completion of activity.
	Amount of performance bond	10% of the total awarded contract price, released after completion of delivery and acceptance of goods/services by the purchaser.

Part 1. Section III

Summary Evaluation Methodology and Criteria

Preliminary (bidder) and Technical (Service) Evaluation Methodology	
1.	**Methodology Used**
The evaluation methodology to be used for the technical proposals evaluation of bids received shall be the Quality Based selection.	
2.	**Summary of Methodology**
2.1	The Least Cost Selection methodology recommends the lowest priced bid, which is eligible, compliant, and **substantially responsive to the technical and commercial requirements of the Bidding Document**, and is submitted by a bidder that is determined to be qualified to perform the contract satisfactorily (as per the evaluation and qualification criteria provided in these BD), to be awarded with a contract.
2.2	The evaluation shall be conducted in three sequential steps :– (a) **Step-1:** a preliminary evaluation shall determine the eligibility of bidders and the administrative compliance of bids received; (b) **Step-2:** Technical evaluation to determine the technical responsiveness of the eligible and compliant bids; and (c) **Step-3:** a financial and commercial evaluation compare costs of the eligible, compliant, technically qualified bids received and determine the best evaluated bid.
2.3	Failure of a bid at any step of the evaluation shall prevent further consideration at the next step of evaluation. Substantial responsiveness shall be considered a pass.

Evaluation Criteria

3(A). Eligibility and Evaluation Criteria and Documents required for Bid

STEP-1: Minimum Eligibility Criteria (Knock Out Criteria)

Preliminary evaluation shall determine the eligibility of bidders and the administrative compliance of bids received to the requirements of the bid as listed below, and shall be evaluated on a **'Pass' or 'Fail' basis**. The purchaser may request for clarifications if needed pursuant to ITB 22.

All interested bidders are requested to go through the bidding documents thoroughly and prepare your bid along with documented evidence accordingly.

The Minimum Eligibility criteria is mandatory and will be evaluated on the basis of following requirements/documents:

(a) The bid should be properly sealed and submitted in line with the **"Single Stage-Two Envelope Bidding Procedure"**; that is, a bid comprises of a single package containing two **separate envelopes**. Each envelope shall contain separately the **"Financial Proposal"** and the **"Technical Proposal"**. (Please properly bind all the documents in sequence, attach table of contents along with page number of each document provided and also mention the page number in sequence for all the documents submitted)

(b) The bidder should submit a copy of the company registration or incorporation certificate or current trading license; any other legal registration document.

(c) Bidder must be registered with Income Tax and General Sales Tax (GST) Departments and should be on Active Taxpayers List of the Federal Board of Revenue (FBR), with a National Tax Number (NTN). Bidder to submit copies of certificates and a printed copy of proof of Active Taxpayer List (ATL)

(d) Bidder should prepare and submit the Bid Submission Sheet (Bid Form), duly filled, signed and sealed/stamped, in accordance with ITB. No alteration is to be made in the Bid Submission Sheet (Bid Form) except in filling up the blank space as directed.

(e) Bidder should prepare and submit a detailed Specification and Compliance Sheet duly filled, signed and sealed/stamped, in accordance with ITB, showing the extent of compliance to the Purchasers specifications. Where applicable, submit product catalogues and printed literature. Where applicable, a bidder shall clearly indicate the extent to which the products offered differ or deviate from requirements and specifications of the purchaser.

(f) Bid is valid for a period of 120 calendar days counted from the date of the deadline for submission of bids (Please provide signed and stamped undertaking on your organizational letterhead).

(g) The bidder must submit original Bid Security or **Earnest money of PKR 500,000/** (Five Hundred Thousand Only) in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of **Directorate of Malaria Control (DoMC)**, valid for at least 148 days (120 days of bid validity plus 28 days). ***Original Bid Security or Earnest money should be submitted to the CMU with original technical bid and copy must be uploaded on EPADS.***

(h) The bidder should attach last twelve (12) months bank statement and Bank Certificate or attach audited Books of Accounts/Audit Reports for at least the last two financial years from 2022-2023; 2023-2024 or each financial year books of accounts. The audited Books of Accounts/Audit Reports must be from a certified audit firm from the Institute of Chartered Accountants of Pakistan (ICAP).

(i) The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices in ITB 33 and should not be black listed by any Government or non-government organization. **An affidavit duly attested by notary public shall be attached with the bidding document as evidence. The text in the body should state, "***Bidder by the names of…………….declares not to have been barred, blacklisted, suspended by any procuring entity with regard to their professional conduct, making of false statement, misrepresentation, corruption during any procurement process or contract performance. The company is not in a procurement or contract dispute or legal proceeding with any procurement entity over the poor performance of its contract, delivery of poor quality products, failure to meet delivery schedules, failure to meet warranty claims, failure to provide timely defect replacements, failure to declare the origin and source of products. The company declares that the company has no conflict of interest in participating in this procurement process and has not colluded with another vendor participating in this bid*". **The content of the text in the affidavit shall be examined for completeness**. For the conformation of blacklisting of any firm, the procuring agency will solely rely on the list available on PPRA website or Provincial PPRA websites and shall not approach any public or private organization for clarifications.

(j) Bidders' Directors, Managing Partners, Chief Executives Officer and ultimately beneficiary owner have no relationship with any staff working in CMU or worked with **CMU** (NTP /DoMC / NACP) during the last seven (07) years (Please attach affidavit on legal stamp paper to the effect).

(k) Bidder must sign and attach the Integrity Pact statement as provided under the section of Sample Forms.

(l) Authorized dealers (if applicable) should attach with the technical bid a copy of the Letter of authorizations; (On manufacturer official letter head).

(m) There are no claims against the bidder regarding poor market reputation or previous default on quality while supplying goods to CMU or any other Public, Private or Multinational Organization (Please provide signed and stamped undertaking on your organizational letterhead).

(n) Joint Venture is allowed to participate in the tender. However, document of Joint Venture is required (if applicable).

(o) Although bidders can download/collect the standard bidding document "free of cost" from the PPRA (EPADS) and CMU website, Bidding Documents can also be secured through sending email at **procurement.pharma@cmu.gov.pk** . **Bidders are required to provide a hardcopy of the same SBD uploaded to the EPADS, dully signed and stamped and must be attached with their respective technical proposal as evidence that the vendor has read it and agreed all the terms of SBD. Bidders who fail to submit the official standard bidding document shall have their bids rejected.**

(p) The whistle blowing policy (Anti fraud & Corruption policy) exists and applicable in CMU, if you identify any type of abnormalities mentioned in the policy, please notify it immediately to Grievance committee members i.e Chief Audit Officer and Manager Finance at given landline number/email (051-9255388, ahmad.hasnain@cmu.gov.pk, kashif.rasheed@cmu.gov.pk). The detailed policy is attached as Annex-A as an information which must be signed by the vendor.

(q) ***All the documents as required in the bidding document must be submitted Online at EPADS website (Mandatory) while hard copies must be submitted before deadline to the address given below:***

PSM Head, Common Management Unit (CMU) for the Global Fund AIDS, TB & Malaria Grants; Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.

S. #	Item Name and Description	PASS / FAIL
3(A)	**Checklist for Knock Out Criteria**	**---**
a)	The bid is sealed and comprises a single package containing two separate envelopes for the financial and technical proposal.	**PASS / FAIL**
b)	The bidder has submitted a copy of the company registration or incorporation certificate or current trading license, any other legal registration document.	**PASS / FAIL**
c)	Bidder has submitted copy of registration with Income Tax and General Sales Tax (GST) Departments and printed copy of proof of Active Taxpayer List (ATL) of the Federal Board of Revenue (FBR), with a National Tax Number (NTN).	**PASS / FAIL**
d)	Bidder prepared and submitted the Bid Submission Sheet (Bid Form), duly filled, signed, and sealed/stamped, in accordance with ITB without any alteration.	**PASS / FAIL**
e)	Bidder prepared and submitted a detailed Specification and Compliance Sheet along with the product catalogues and printed literature duly filled (if applicable), signed and sealed/stamped, in accordance with ITB.	**PASS / FAIL**
f)	Bid is valid for a period of 120 calendar days counted from the date of the deadline for submission of bids. (Signed and stamped undertaking on organizational letterhead)	**PASS / FAIL**
g)	The bidder has submitted valid copy of the Bid Security or Earnest money in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of Directorate of Malaria Control (DoMC), valid for at least 148 days (120 days of bid validity plus 28 days). Original Bid Security or Earnest money shall be attached with the original technical bid whereas a copy with readable amount shall be attached in the financial bid and a scan & readable copy must be uploaded on EPADS.	**PASS / FAIL**
h)	The bidder has attached last twelve (12) months bank statement and Bank Certificate or attach audited Books of Accounts/Audit Reports for at least the last two financial years from 2022-2023; 2023-2024 or each financial year books of accounts. The audited Books of Accounts/Audit Reports must be from a certified audit firm from the Institute of Chartered Accountants of Pakistan (ICAP).	**PASS / FAIL**
i)	The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices in ITB 33 and should not be blacklisted by any Government or non-government organization. (An affidavit on organization letterhead is required from bidder).	**PASS / FAIL**
j)	The bidder shall attach an affidavit on organization letterhead mentioning that the Bidders, Directors, Managing Partners, Chief Executive Officers have no relationships with any staff working in CMU or worked with CMU during the last Seven (07) years.	**PASS / FAIL**
k)	Bidder has signed and attached the Integrity Pact statement on organization letter head, as provided under the section for sample forms	**PASS / FAIL**
l)	Authorized dealers (if applicable) should attach with the technical bid a copy of the Letter of authorizations on manufacturer official letter head.	**PASS / FAIL**

m)	Bidder has provided signed and stamped undertaking on organizational letterhead that there are no claims against the bidder regarding poor market reputation or previous default on quality while supplying goods to CMU or any other Public, Private or Multinational Organization	**PASS / FAIL**
n)	Bidder has provided a document of Joint Venture (if applicable).	**PASS / FAIL**
o)	Bidder has provided a hardcopy of the same SBD uploaded to the EPADS, dully signed and stamped and attached with the technical proposal.	**PASS / FAIL**
p)	Bidder has signed and attached the CMU whistle blowing policy (Anti-fraud & Corruption policy) on organization letterhead.	**PASS / FAIL**

NOTE: Bidders qualifying the aforementioned minimum eligibility criteria will be qualified for Technical Evaluation in STEP-2

3(B) STEP-2: Technical Evaluation Criteria

The bidders qualifying the eligibility criteria will be evaluated on the basis of following requirements/documents as an evidence required:

(A) Years of experience in Transportation Services:
Please provide copies of Work order/ PO

(B) Similar Nature (Goods Transportation Services) Completed Projects with Government/Public Sector.
(Proof of evidence to be provided in the shape of Contract/work orders)

(C) Similar Nature (Goods Transportation Services) Completed Projects with Private Sector/NGOs.
(Proof of evidence to be provided in the shape of Contract/work orders)

(D) Size of the bidder's fleet of vehicle relative to the assignment, registered in name of Company / Owned / Leased by the Company
(List of vehicles such as Shahzore, Mazda and trucks or similar which can be used for loading purpose with details of type, model and year of manufacturer to be provided)

(E) Transportation contracts executed in the last 5 years in Pakistan (outside Khyber Pakhtunkhwa)
(Copies of work orders/PO required)

(F) Transportation contracts executed in the last 5 years in Khyber Pakhtunkhwa
(Copies of work orders/PO required)

(G) The positive closing balance of the last year bank statement
(Last year bank statement required)

4. Technical Evaluation Criteria based on documents in the technical bid

Technical responsiveness shall be evaluated through merit point systems by award of marks based on the bidder's demonstrated experience, knowledge, skills as shown in contents of documents, **with passing marks of 70%**. (After selection, the bidder will be responsible to obtain '**No Objection Certificate**' (NOC) for working in the targeted areas from relevant department of KP Government and security agencies as and when needed. However, CMU will only provide the reference letter to the selected bidder for obtaining the NOC.)

	TECHNICAL EVALUATION CRITERIA	**---**
S#	**Item Name and Description**	**Total Marks**
A	**Years of experience** in Transportation Services: Less than 1 year, Zero Marks 1 to 3 Years = 10 Marks 3.1 to 5 Years = 15 Marks 5.1 Years and above = 20	**20**
B	Similar Nature (Goods Transportation Services) Completed Projects with Government/Public Sector. Proof of evidence to be provided in the shape of Contract/work orders: 5 marks for each Contract/Work Order, up to a maximum of 03 Contracts/Work Orders.	**15**
C	Similar Nature (Goods Transportation Services) Completed Projects with Private Sector/NGOs. Proof of evidence to be provided in the shape of Contract/work orders: 5 marks for each Contract/Work Order, up to a maximum of 03 Contracts/Work Orders	**15**
D	Size of the bidder's fleet of vehicle relative to the assignment, registered in name of Company / Owned / Leased by the Company: Less than 02 vehicle, Zero Marks. 2 to 3 Vehicles = 5 Marks 4 to 5 Vehicle = 10 Marks 6 to 7 Vehicle = 15 Marks More than 8 = 20 Marks	**20**
E	Transportation contracts executed in the last 5 years in Pakistan **(outside KP)**, only contracts of PKR 0.5 million and above are acceptable (2 marks for each contract, maximum of 5 contracts)	**10**
F	Transportation contracts executed in the last 5 years **in Khyber Pakhtunkhwa**, only contracts of PKR 0.25 million and above are acceptable (2marks for each contract, maximum of 5 contracts)	**10**
G	The positive closing balance of the last year bank statement (1mark awarded for each 0.5 million on the bank account, maximum 10marks)	**10**
	Total	**100**

5. Financial and Commercial Comparison Criteria based on contents of the financial bid
Bids that pass technical evaluation shall be opened in the presence of bidders at a time and date to be communicated to bidders, and bids shall be assessed for financial and commercial responsiveness as below: 5.1. The supplier's bid shall be reviewed to confirm that the bidder has accepted to meet all the general and special conditions of the contracts without any material deviation or reservations. 5.2. Bidder prepared and submitted a **Price Schedule** and **Delivery Schedule** duly filled, signed and sealed/stamped, in accordance with ITB, with prices quoted as Delivered Duty Paid (DDP) exclusive and inclusive of prevailing duties, taxes and transportation charges. 5.3. The bidder has submitted in the financial bid **a copy of valid Bid Security or Earnest money** of value as mentioned in bidding document in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of **Directorate of Malaria Control (DoMC), valid for at least 148 days (120 days of bid validity plus 28 days). No personal cheques will be acceptable at any cost**. A correction of non-material arithmetic errors in the suppliers bid that may increase the total bid price shall not invalidate a valid bid security submitted based on an original bid price. 5.4. Bidders passing financial criteria 5.1 to 5.3, and have the lowest evaluated price, from among those which are eligible, compliant and technically qualified shall be the best evaluated bid for each line item (product or service) under the tender.

PART 2: Section I.

Scope of work

The **Common Management Unit (CMU),** under the Ministry of National Health Services Regulations & Coordination, Islamabad seeks services for transport of the **Goods/Insecticide-Treated Nets (ITNs)** in four locations (two districts and two sub-divisions) targeted for the ITNs Mass Campaign in the Merged Districts of Khyber Pakhtunkhwa. These services will be procured from potential service providers/transporters through a **competitive bidding process**.

The CMU aims to select transporters/service providers that offer the best combination of experience, capacity, and competence to provide transportation services as per the outlined schedules. This includes the transportation of Goods/ITNs from Islamabad and Bannu to designated locations.

Summary of district-wise ITNs distribution quantities

Particulars	District Khyber	District Orakzai	Sub-Division Hassan Khel (FR-Peshawar)	Sub-Division Dara Adam Khel (FR-Kohat)
Total ITNs	751,950	236,569	41,933	77,912
Total Bales *@50 Pieces Per Bale*	15081	4759	842	1565

The service provider shall ensure the following requirements:

- The service provider shall utilize the most optimal means of transport given the terrain of the region and quantity of Goods/ITNs to be transported.
- The service provider will be responsible for obtaining necessary approvals and permissions as applicable in the targeted districts / sub-divisions. However, CMU will only provide the reference letter to the selected bidder to facilitate during activity.
- The service provider shall be responsible for the transportation of Goods/ITNs Labor for Loading & un loading, stacking /placing at storage area/distribution point as well as reverse logistics etc the Goods/ITNs Bales at the dispatch and delivery sites. In transit Insurance, Labor for Loading & un loading, stacking /placing at storage area/distribution point as well as reverse logistics etc
- The service provider shall secure adequate and appropriate comprehensive transit insurance through reliable and renowned company (Rating A++ Or A+) for the ITNs during transportation from the dispatch sites to delivery sites and vice versa. The ITNs shall be fully insured against lost or damage while in transit.
- The service provider shall be responsible and liable for any damage, loss, shortage or theft of the consignment while in transit. In case of ITN and theft of material, damage or loss during transit the service provider shall be responsible for lodging the 'First Information Report' (FIR) in relevant police station and follow-up with the relevant departments, process the insurance claim and indemnify the procuring entity for the loss incurred.
- The service provider will ensure that loading and unloading operations are carried out in daylight (before sunset) as a set protocol until and unless officially intimated by Procuring entity through official designated email.
- The service provider will ensure that same vehicle is used for loading from the warehouse to the destination warehouse / storage point.
- The vehicle(s) provided to procuring entity must be in good road worthy condition. The service provider shall ensure to cover the vehicles with watertight/proof tarpaulin covers to prevent any water leakage that may result in damage to the bales. The transportation compartment shall be clean and suitable for Goods/ITNs' transportation. The Goods/ITNs shall not be exposed to poor conditions while in transport. Procuring entity reserves the right to inspect vehicles prior to loading of ITNs into the transport.

- Procuring entity reserves the right to reject a vehicle that may be considered unfit/not suitable for travel.
- The vehicles should be registered with the relevant Government motor authorities.
- Driver must have a valid driving license.
- Driver should have relevant driving experience and educated enough to read and write basic Urdu/Pashto.
- The driver should be familiar with the local routes and norms & cultures/traditions/customs/language of area of travel.
- The service provider shall ensure that the driver is fully conversant with the intended location/ area before embarking on the journey.
- The service provider shall be responsible for the behavior/actions of the drivers and shall be responsible to provide the immediate replacement in case of complaints/misconduct.
- The service provider must ensure the physical fitness and wellbeing of the driver.
- The driver must possess a mobile phone with sufficient credit at all times to ensure communication.
- Drivers must not use any kind of tobacco/alcohol/drugs during the travel hours.

<u>Note:</u>

1. The Procuring Entity shall spell out the information & data required to be filled out by the bidder and to furnish complementary information.
2. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Entity.
3. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Entity's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
4. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

The bidder shall provide a lump sum rate for the entire activity as per the schedules outlined below. The scope includes transportation of goods from CMU federal warehouse at Islamabad and the Indus Hospital & Health Network (IHHN) regional warehouses at Bannu, Khyber Pakhtunkhwa to district warehouses, distribution points, and vice versa, along with reverse logistics and to provide transportation facility from fixed distribution points to the mobile distribution points mentioned in Schedule 3

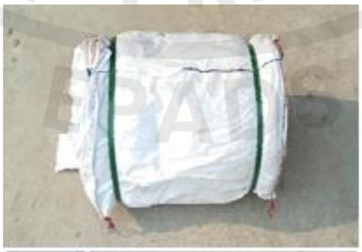
<u>Details of 1 Bale of ITNs is as below:</u>

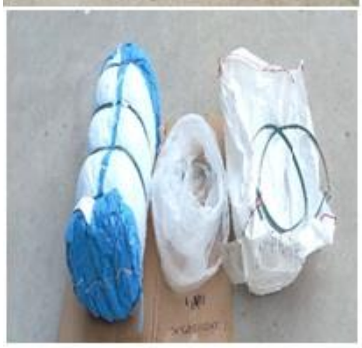
Shape: Cylindrical

Approx Weight: 22-25 Kg

Dimension of each bale: Length 2 ft(58-62cm) x Width =1 ft(29-31cm) x Height = 1ft(29-31cm)

Number of Nets per bale: 50





TRANSPORTATION SCHEDULES

Schedules for the transportation are given below:

Schedule 1: Transportation of Insecticide Treated Nets (ITNs) from Islamabad and Bannu to District Stores at Peshawar and Orakzai					
S. No	**Collection Point**	**Delivery Point (District Store)**	**Covering District**	**Estimated Distance (KMs) From Collection Point**	**Qty of Bales (1 Bale = 50 ITNs) Packed Bale For Delivery**
1	Islamabad	Peshawar	SD Hassan Khel	210	842
2	Islamabad	Peshawar	SD Dara Adam Khel	210	1,565
3	Islamabad	Peshawar	Khyber	210	13,807
4	Bannu	Peshawar	Khyber	205	1,274
5	Bannu	DHQ Mishti Mella	Orakzai	210	2713
6	Bannu	Type D Hospital Kalaya	Orakzai	220	2046
					22,247

Schedule 2: Transportation of Insecticide Treated Nets (ITNs) from District Stores to Fixed Distribution Point (DPs)					
S. No	**Collection Point (District Store)**	**Covering District for Delivery Points**	**Delivery Points (Fixed Distribution Points)**	**Estimated Distance (KMs) from District Store to Fixed DP**	**Qty of Bales (1 Bale = 50 ITNs)**
1	Peshawar	Khyber	CD Younas Kaly	45	**184**
2	Peshawar	Khyber	GPS School Misre Chowk	45	**97**
3	Peshawar	Khyber	GPS Lal Muahmmad Kaly	45	**164**
4	Peshawar	Khyber	BHU Abdullah Jan	61	**156**
5	Peshawar	Khyber	Munsif Hujra Nala	60	**150**
6	Peshawar	Khyber	GPS Said Imran Kaly	50	**170**
7	Peshawar	Khyber	CD Said Imran Kaly	50	**125**
8	Peshawar	Khyber	BHU Ajab Talab	50	**121**
9	Peshawar	Khyber	GPS Gul Miran Kaly Ajab Talab	52	**108**
10	Peshawar	Khyber	CD Shaggai (Lala Cheena)	50	**190**
11	Peshawar	Khyber	RHC Ali Masjid	53	**172**
12	Peshawar	Khyber	BHU Ali Masjid/Hazrat Wali Hujra Katta Khoshta	55	**184**
13	Peshawar	Khyber	CD Chora	68	**64**
14	Peshawar	Khyber	CD Toda Mela	62	**82**
15	Peshawar	Khyber	GPS Fort Slope Tamash Kaly	57	**119**
16	Peshawar	Khyber	CD Fort Slope	60	**147**
17	Peshawar	Khyber	GPS Kohi Sher Haider	62	**187**
18	Peshawar	Khyber	Chairman Nisbat Hujra Pump House	53	**159**
19	Peshawar	Khyber	Kashmir Kaly (Said Mir Hujra Ghundai)	48	**223**
20	Peshawar	Khyber	CHC Wazir Muhammad Kaly	46	**157**
21	Peshawar	Khyber	SanaUllah Hujra Bakara Abad	53	**167**
22	Peshawar	Khyber	Gohar Hujra Husa Khula	51	**128**
23	Peshawar	Khyber	BHU Janbaz Kaly Bara	65	**149**
24	Peshawar	Khyber	GPS School Sher Badshah Kaly Kambar Khel	65	**173**
25	Peshawar	Khyber	GHS Janbaz Kaly	65	**165**
26	Peshawar	Khyber	GHS Tot Dhand	45	**158**
27	Peshawar	Khyber	GHS Shanki	48	**137**
28	Peshawar	Khyber	THQ Dogra B	42	**135**
29	Peshawar	Khyber	GPS Kam Shalman	75	**118**

30	Peshawar	Khyber	BHU Kam Shalman	75	**97**
31	Peshawar	Khyber	BHU Karamna	70	**145**
32	Peshawar	Khyber	Govt High School Landi Kotal	50	**170**
33	Peshawar	Khyber	Landi Kotal Public School	50	**145**
34	Peshawar	Khyber	Sadar Kaly Hostal	80	**76**
35	Peshawar	Khyber	CD Loe Shalman	80	**149**
36	Peshawar	Khyber	Haji Basan Hujra Loe Shalman B	85	**229**
37	Peshawar	Khyber	GHS Loe Shalman	80	**87**
38	Peshawar	Khyber	CH Lowara Maina	46	**234**
39	Peshawar	Khyber	THQ Dogra A	42	**169**
40	Peshawar	Khyber	Sawe Kot Jarga Hall	75	**164**
41	Peshawar	Khyber	Momal Patai CHW Haris Hujra	70	**143**
42	Peshawar	Khyber	GHS Sama Garai	70	**200**
43	Peshawar	Khyber	CD Milward	70	**160**
44	Peshawar	Khyber	Dr. Shabaz Hujra	65	**154**
45	Peshawar	Khyber	CD Khail Zaman	65	**175**
46	Peshawar	Khyber	GPS Sadgi Kaly	70	**202**
47	Peshawar	Khyber	Iqra Public School	70	**166**
48	Peshawar	Khyber	Said Amin Shah Hujra	172	**184**
49	Peshawar	Khyber	CD Nowgazi Baba	45	**169**
50	Peshawar	Khyber	CD Bagh Maidan Tirah	175	**154**
51	Peshawar	Khyber	BHU Main Morcha	55	**172**
52	Peshawar	Khyber	GHS Jamal Baz Kaly Nowgazi Shalobar	45	**178**
53	Peshawar	Khyber	Arif Hujra	45	**184**
54	Peshawar	Khyber	CD Nari Baba	164	**86**
55	Peshawar	Khyber	BHU Sur Kas Malak Amat Khan Kaly	185	**53**
56	Peshawar	Khyber	BHU Kala Khel	70	**155**
57	Peshawar	Khyber	CD Mehraban Kaly	170	**56**
58	Peshawar	Khyber	Haji Zabihullah Chairman Hujra Ghundai	46	**140**
59	Peshawar	Khyber	Khushal Public School PiroKhel	75	**114**
60	Peshawar	Khyber	GPS Sead Islam kaly Pirokhel	78	**130**
61	Peshawar	Khyber	CD Paindi Lalma	62	**229**
62	Peshawar	Khyber	CD Darbi Khel	182	**123**
63	Peshawar	Khyber	CD Kotki	180	**66**
64	Peshawar	Khyber	GHS Ghaffoor KhanKaly	75	**171**
65	Peshawar	Khyber	GMS khalo kali shekhmal khel	79	**155**
66	Peshawar	Khyber	GPS Majeed Kaly	50	**183**
67	Peshawar	Khyber	GPS Jan Gul Kaly(Abid)	50	**186**
68	Peshawar	Khyber	CHC Habibullah Kaly	50	**172**

69	Peshawar	Khyber	BHU Sra Cheena	70	**99**
70	Peshawar	Khyber	RHC Zawa	65	**202**
71	Peshawar	Khyber	CHC Shakas	48	**142**
72	Peshawar	Khyber	Gul Habib Hujra	46	**144**
73	Peshawar	Khyber	Khair Muhammad Hujra	44	**175**
74	Peshawar	Khyber	CD Shalobar A	165	**116**
75	Peshawar	Khyber	CD Shalobar B	165	**94**
76	Peshawar	Khyber	DHQ Hospital Landi Kotal	70	**129**
77	Peshawar	Khyber	GMS Gagra Station	68	**124**
78	Peshawar	Khyber	GPS Ashraf Kaly Sado Khel	57	**150**
79	Peshawar	Khyber	GPS Ashraf Kaly	57	**147**
80	Peshawar	Khyber	CD Sultan Khel	60	**201**
81	Peshawar	Khyber	GHS Zantara Sultan Khel B	60	**197**
82	Peshawar	Khyber	BHU Tuada Cheena	75	**145**
83	Peshawar	Khyber	CD Qadam (Haji Guli Shah Kaly Naseem Hujra)	46	**146**
84	Peshawar	Khyber	CH Jamrud Hospital A	40	**102**
85	Peshawar	Khyber	CD Qadam A	46	**116**
86	Peshawar	Khyber	CD Jabba	49	**84**
87	Peshawar	Khyber	Haji Sher Ali Hujra	55	**248**
88	Peshawar	Khyber	CH Jamrud (Malak Ismail Hujra)	40	**150**
89	Peshawar	Khyber	Haji Mukaram Hujra Pas Kaly Menya Khel	45	**143**
90	Peshawar	Khyber	Mustajab Garai New Abadi	40	**160**
91	Peshawar	Khyber	CH Jamrud Hospital B	40	**117**
92	Peshawar	Khyber	CD Qadam B	46	**87**
93	Peshawar	Khyber	Subidar Said Rasool Hujra Zeyar Area	98	**208**
94	Peshawar	Khyber	GHS Nadar Shah Kaly	95	**180**
95	Peshawar	Khyber	Dr. Qambar Hujra	104	**157**
96	Peshawar	Khyber	Type D Hospital Tirah Bazar	100	**141**
97	Peshawar	Khyber	GPS Haji Ghulam Kaly	110	**220**
98	Peshawar	Khyber	BHU Torkham B	77	**89**
99	Peshawar	Khyber	BHU Torkham A	77	**103**
100	Peshawar	Khyber	Haji Zamindar Hujra Seray Kandow 1	175	**183**
101	Peshawar	Khyber	Haji Zamindar Hujra Seray Kandow 2	180	**168**
102	Type D Hospital Kalaya	Orakzai	BHU And Khel	32	**74**
103	Type D Hospital Kalaya	Orakzai	CHC Tarkhu Sam	22	**89**
104	Type D Hospital Kalaya	Orakzai	BHU Anjani B	25	**102**

105	Type D Hospital Kalaya	Orakzai	BHU Anjani A	25	**132**
106	DHQ Mishti Mella	Orakzai	BHU JABA	50	**108**
107	DHQ Mishti Mella	Orakzai	CD ARGHONJA	45	**145**
108	DHQ Mishti Mella	Orakzai	CD BADAN	40	**66**
109	Type D Hospital Kalaya	Orakzai	CD MELA BM KHEL	25	**38**
110	Type D Hospital Kalaya	Orakzai	CD BILAND KHEL	175	**80**
111	Type D Hospital Kalaya	Orakzai	CHC BILAND KHEL	180	**73**
112	Type D Hospital Kalaya	Orakzai	CD ZARIDAR	12	**33**
113	Type D Hospital Kalaya	Orakzai	CD BRAHEMZAI	25	**21**
114	Type D Hospital Kalaya	Orakzai	CD DANA KHULA	110	**36**
115	Type D Hospital Kalaya	Orakzai	CHC CHAPRI FEROZ KHEL	70	**63**
116	Type D Hospital Kalaya	Orakzai	BHU Char Khela	6	**47**
117	DHQ Mishti Mella	Orakzai	TYPE D DABBORI	30	**94**
118	DHQ Mishti Mella	Orakzai	CD DAGER SHEIKHAN B	42	**111**
119	DHQ Mishti Mella	Orakzai	CD DAGER SHEIKHAN A	42	**99**
120	DHQ Mishti Mella	Orakzai	CD MUSA MELA	70	**46**
121	DHQ Mishti Mella	Orakzai	CD DARA DAR MAMAZAI	75	**45**
122	Type D Hospital Kalaya	Orakzai	BHU Dowli	40	**24**
123	DHQ Mishti Mella	Orakzai	BHU DARN	155	**100**
124	DHQ Mishti Mella	Orakzai	TYPE D GHAILJO	50	**102**
125	Type D Hospital Kalaya	Orakzai	CD SHAN KHEL	10	**72**
126	Type D Hospital Kalaya	Orakzai	CD JALAKA MELA	10	**59**
127	DHQ Mishti Mella	Orakzai	CD JANDA	155	**35**
128	Type D Hospital Kalaya	Orakzai	BHU KADDA	5	**81**
129	Type D Hospital Kalaya	Orakzai	TYPE D KALAYA	1	**108**
130	DHQ Mishti Mella	Orakzai	CD KANDI MESHTI	20	**28**

131	Type D Hospital Kalaya	Orakzai	BHU KARGHAN B	21	**106**
132	Type D Hospital Kalaya	Orakzai	BHU KARGHAN A	21	**111**
133	DHQ Mishti Mella	Orakzai	BHU KASHA	55	**44**
134	DHQ Mishti Mella	Orakzai	CD SRE GARE	60	**51**
135	DHQ Mishti Mella	Orakzai	CD KHI KADA	30	**45**
136	DHQ Mishti Mella	Orakzai	BHU PIO KHEL	25	**61**
137	DHQ Mishti Mella	Orakzai	CD KHWAGA SERE	25	**44**
138	DHQ Mishti Mella	Orakzai	CD KOOL	40	**61**
139	Type D Hospital Kalaya	Orakzai	RHC KUREZ	45	**50**
140	DHQ Mishti Mella	Orakzai	DHQ MISHTI MELA A	0	**122**
141	DHQ Mishti Mella	Orakzai	BHU TAHGA SAM	40	**112**
142	Type D Hospital Kalaya	Orakzai	CD MIROBAK	6	**134**
143	Type D Hospital Kalaya	Orakzai	BHU MITHU	10	**41**
144	Type D Hospital Kalaya	Orakzai	BHU PALOSAI	140	**37**
145	DHQ Mishti Mella	Orakzai	BHU SAIFAL DARA	150	**68**
146	DHQ Mishti Mella	Orakzai	BHU SAMA	68	**149**
147	DHQ Mishti Mella	Orakzai	BHU AKHUN KOT	60	**129**
148	DHQ Mishti Mella	Orakzai	CH SAMANA	170	**61**
149	DHQ Mishti Mella	Orakzai	DHQ MISHTI MELA B	40	**103**
150	DHQ Mishti Mella	Orakzai	BHU SPIDAR ALI KHAN	40	**115**
151	Type D Hospital Kalaya	Orakzai	BHU STAR SAM	50	**38**
152	Type D Hospital Kalaya	Orakzai	BHU SULEMAN KHEL	38	**49**
153	DHQ Mishti Mella	Orakzai	BHU SWARO KOT	45	**121**
154	DHQ Mishti Mella	Orakzai	BHU TAKHTAK	35	**71**
155	DHQ Mishti Mella	Orakzai	CD TATANI	40	**115**
156	Type D Hospital Kalaya	Orakzai	BHU UTMAN KHEL A	20	**127**
157	Type D Hospital Kalaya	Orakzai	BHU UTMAN KHEL B	20	**107**
158	DHQ Mishti Mella	Orakzai	BHU YAKH KHANDOW	80	**41**
159	DHQ Mishti Mella	Orakzai	BHU ZANKA KHEL	25	**107**
160	DHQ Mishti Mella	Orakzai	BHU ZAKHTAN	20	**114**

161	Type D Hospital Kalaya	Orakzai	BHU ZERA	45	**46**
162	Type D Hospital Kalaya	Orakzai	BHU ZURCHAPER	130	**68**
163	Peshawar	SD Hassan Khel	BHU JANAKOR	48	**56**
164	Peshawar	SD Hassan Khel	CD AMIR ZADA	43	**62**
165	Peshawar	SD Hassan Khel	BHU BORA	50	**86**
166	Peshawar	SD Hassan Khel	BHU GUL AKBAR	46	**97**
167	Peshawar	SD Hassan Khel	BHU YAR ALI	49	**66**
168	Peshawar	SD Hassan Khel	CHC AYUB	46	**86**
169	Peshawar	SD Hassan Khel	BHU HASSAN KHEL	48	**49**
170	Peshawar	SD Hassan Khel	CD ILYAS	50	**54**
171	Peshawar	SD Hassan Khel	RHC KOHI	45	**37**
172	Peshawar	SD Hassan Khel	CHC AKBAR HUSSAIN	38	**90**
173	Peshawar	SD Hassan Khel	CH SHAMSHATOO	32	**73**
174	Peshawar	SD Hassan Khel	CD SAID AZAM	34	**86**
175	Peshawar	SD Dara Adam Khel	BHU Akhurwal	50	**156**
176	Peshawar	SD Dara Adam Khel	CD Attari Wal	53	**86**
177	Peshawar	SD Dara Adam Khel	CD Dalil Khel	48	**80**
178	Peshawar	SD Dara Adam Khel	BHU Arra Khel	120	**128**
179	Peshawar	SD Dara Adam Khel	BHU Bosti Khel	78	**116**
180	Peshawar	SD Dara Adam Khel	BHU Paya	133	**135**
181	Peshawar	SD Dara Adam Khel	CHC Ghareeba	127	**44**
182	Peshawar	SD Dara Adam Khel	BHU Turki Ismail Khel	96	**44**
183	Peshawar	SD Dara Adam Khel	RHC Sheen Dand	91	**53**
184	Peshawar	SD Dara Adam Khel	BHU Sherakai	67	**147**
185	Peshawar	SD Dara Adam Khel	BHU Sunni Khel	68	**108**
186	Peshawar	SD Dara Adam Khel	BHU Thor Chappar	78	**44**
187	Peshawar	SD Dara Adam Khel	CD Kohiwal	69	**39**
188	Peshawar	SD Dara Adam Khel	CD Naseem	60	**170**
189	Peshawar	SD Dara Adam Khel	CH Zarghun Khel	62	**215**
				Total	**22,247**

Schedule 3: Transportation of Insecticide Tearted Nets (ITNs) from Fixed Distribution Points (DPs) to Mobile Distribution Points (Mobile DPs)					
S. No	**Covering District**	**Collection/Pickup & Drop Point (Fixed Distribution Point)**	**Estimated Average Mileage Distance (KMs) from Fixed DP to nearby Villages**	**The vehicle will be required for a full day for travel from Fixed DP to the specified destination and/or within a nearby area averaging 5-10 km round trip to the Fixed DP. The Number of Trips can be increased or decreased subject to the completion of Distribution.**	
				Number of Vehicle Required Per Day	**Total Number of Days**
1	Khyber	BHU Abdullah Jan	5 to 10 KMs	1	2
2	Khyber	GPS Said Imran Kaly	5 to 10 KMs	1	2
3	Khyber	CD Shaggai (Lala Cheena)	5 to 10 KMs	1	6
4	Khyber	BHU Ali Masjid/Hazrat Wali Hujra Katta Khoshta	5 to 10 KMs	1	4
5	Khyber	Kashmir Kaly (Said Mir Hujra Ghundai)	5 to 10 KMs	1	6
6	Khyber	GHS Tot Dhand	5 to 10 KMs	1	1
7	Khyber	Sadar Kaly Hostal	5 to 10 KMs	1	1
8	Khyber	Haji Basan Hujra Loe Shalman B	5 to 10 KMs	1	2
9	Khyber	CH Lowara Maina	5 to 10 KMs	1	4
10	Khyber	GPS Sadgi Kaly	5 to 10 KMs	1	2
11	Khyber	Said Amin Shah Hujra	5 to 10 KMs	1	1
12	Khyber	Arif Hujra	5 to 10 KMs	1	2
13	Khyber	BHU Sur Kas Malak Amat Khan Kaly	10 to 15 KMs	1	1
14	Khyber	CD Mehraban Kaly	10 to 15 KMs	1	1
15	Khyber	Haji Zabihullah Chairman Hujra Ghundai	5 to 10 KMs	1	1
16	Khyber	CD Paindi Lalma	5 to 10 KMs	1	5
17	Khyber	RHC Zawa	5 to 10 KMs	1	2
18	Khyber	CHC Shakas	5 to 10 KMs	1	2
19	Khyber	Khair Muhammad Hujra	5 to 10 KMs	1	6
20	Khyber	CD Sultan Khel	5 to 10 KMs	1	2
21	Khyber	GHS Zantara Sultan Khel B	5 to 10 KMs	1	2
22	Khyber	CD Jabba	5 to 10 KMs	1	1
23	Khyber	Haji Sher Ali Hujra	5 to 10 KMs	1	5
24	Khyber	Mustajab Garai New Abadi	5 to 10 KMs	1	6

25	Khyber	Subidar Said Rasool Hujra Zeyar Area	5 to 10 KMs	1	2
26	Khyber	Type D Hospital Tirah Bazar	10 to 15 KMs	1	1
27	Khyber	GPS Haji Ghulam Kaly	5 to 10 KMs	1	1
28	Khyber	BHU Torkham B	5 to 10 KMs	1	1
29	Orakzai	BHU Anjani B	5 to 10 KMs	1	2
30	Orakzai	BHU JABA	5 to 10 KMs	1	7
31	Orakzai	CD ARGHONJA	5 to 10 KMs	1	7
32	Orakzai	CD MELA BM KHEL	5 to 10 KMs	1	1
33	Orakzai	CD BRAHEMZAI	5 to 10 KMs	1	1
34	Orakzai	CHC CHAPRI FEROZ KHEL	5 to 10 KMs	1	1
35	Orakzai	TYPE D DABBORI	5 to 10 KMs	1	1
36	Orakzai	CD DAGER SHEIKHAN A	5 to 10 KMs	1	2
37	Orakzai	BHU DARN	5 to 10 KMs	1	1
38	Orakzai	CD JANDA	5 to 10 KMs	1	2
39	Orakzai	TYPE D KALAYA	5 to 10 KMs	1	1
40	Orakzai	BHU KARGHAN B	5 to 10 KMs	1	1
41	Orakzai	RHC KUREZ	5 to 10 KMs	1	1
42	Orakzai	BHU TAHGA SAM	5 to 10 KMs	1	2
43	Orakzai	CD MIROBAK	5 to 10 KMs	1	1
44	Orakzai	BHU SAIFAL DARA	5 to 10 KMs	1	1
45	Orakzai	BHU AKHUN KOT	5 to 10 KMs	1	2
46	Orakzai	DHQ MISHTI MELA B	5 to 10 KMs	1	1
47	Orakzai	BHU SULEMAN KHEL	5 to 10 KMs	1	1
48	SD Hassan Khel	CD AMIR ZADA	20 to 25 KMs	1	1
49	SD Dara Adam Khel	BHU Akhurwal	5 to 10 KMs	1	4
50	SD Dara Adam Khel	CD Dalil Khel	5 to 10 KMs	1	1
51	SD Dara Adam Khel	BHU Arra Khel	5 to 10 KMs	1	3
52	SD Dara Adam Khel	CHC Ghareeba	5 to 10 KMs	1	1
53	SD Dara Adam Khel	BHU Sunni Khel	5 to 10 KMs	1	3
54	SD Dara Adam Khel	CH Zarghun Khel	5 to 10 KMs	1	6
				Total Number of Days:	**127**

Schedule 4:
Reverse logistics for transporting un-distributed Mosquito Nets (ITNs) and Empty Bags from Fixed Distribution Points (DPs) to District Stores at Peshawar and Orakzai

S.No	Collection Points (Fixed Distribution Points)	Total Distribution Points	Delivery Point (District Stores)	Covering Districts	Reverse Logistics of Un-Distributed ITNs (Approx: 10%) and Empty Sacks			
					Approximately Quantities of Un-Distributed ITNs			Empty Sacks
					ITNs (Pieces)		ITNs (Bales)	
1	Various Distribution Points	101	Peshawar	Khyber	75,405	OR	1,508	15,081
2	Various Distribution Points	30	DHQ Mishti Mella	Orakzai	11,545		231	2,309
3	Various Distribution Points	31	Type D Hospital Kalaya	Orakzai	12,250		245	2,450
4	Various Distribution Points	12	Peshawar	SD Hassan Khel	4,210		84	842
5	Various Distribution Points	15	Peshawar	SD Dara Adam Khel	7,825		157	1,565
Total:		**189**			**111,235**		**2,225**	**22,247**

Schedule 5:
Reverse logistics for transporting un-distributed Mosquito Nets (ITNs) & Empty Bags from District Stores at Peshawar and Orakzai to the Federal Warehouse at Islamabad.

S.No	Collection Point (District Store)	Covering District	Destination District	Delivery Point	Estimated Distance (KMs)	Reverse Logistics of Un-Distributed ITNs (Approx: 10%) and Empty Sacks			
						Approximately Quantities of Un-Distributed ITNs			Empty Sacks
						ITNs (Pieces)		ITNs (Bales)	
1	Peshawar	Khyber	Islamabad	CMU Warehouse	205	75,405	OR	1,508	15,081
2	DHQ Mishti Mella	Orakzai	Islamabad	CMU Warehouse	210	11,545		231	2,309
3	Type D Hospital Kalaya	Orakzai	Islamabad	CMU Warehouse	220	12,250		245	2,450
4	Peshawar	SD Hassan Khel	Islamabad	CMU Warehouse	200	4,210		84	842
5	Peshawar	SD Dara Adam Khel	Islamabad	CMU Warehouse	220	7,825		157	1,565
						111,235		**2,225**	**22,247**

PART 2: Section II.

Terms of Reference, Service Methodology and detailed work plan, and Team Composition

(a) The bidder shall review and take into consideration the terms of reference and relevant format.

(b) The bidder shall review, sign and submit a signed copy of the purchaser's terms of reference (ToR) together with the firm's technical proposal. The purchaser shall reject any bid without signed copy (ies) of the purchaser's terms of reference (ToRs).

(c) In reference to TORs and this bidding document, the bidder shall prepare and submit together with the technical proposal the firm's service methodology and detailed work plan, including Gantt charts and clear milestones covering all the aspects.

(d) The bidder shall not make any material alternations, deletion or insertions in the design and monitoring methodology and terms of reference provided in the purchaser. However, the provider is free to provide additional details under the *service methodology offered by the vendor*.

(e) The use of quality / ISO standards, in the service Methodology is to provide guidance to the vendors of the minimum service Methodology required by the purchaser and not an endorsement or preference for the stated quality / ISO standards.

(f) The bidder shall and must indicate clearly details where the offered services does not meet the service methodology of the purchaser. The vendor's failure to highlight the differences between service methodology required by the purchaser and service methodology offered by the vendor shall be construed to mean that the services offered by the vendor meets all the service methodology of the purchaser.

(g) The Purchaser shall not accept vendor's request(s) for change of service methodology during the evaluation process or after contract award; All such vendor's requests shall lead to cancellation of the bid and/or performance bond.

(h) The purchaser shall reject bids of vendors who fail to complete and submit the firm's service methodology and detailed work plan, including Gantt charts and clear milestones.

(i) In the context of Merged Areas of Khyber Pakhtunkhwa, it will be the responsibility of the selected service provider to obtain 'No Objection Certificate' (NOC) and other essential approvals from relevant authorities at Provincial and National level (as and when required).

The Terms of Reference, Service Methodology and detailed work plan, and Monitoring Team Composition reviewed and authorised by:

Signature: ____________________________ Name: ____________________________

Position: ____________________________ Date: ____________________________
(DD/MM/YY)

Authorized for and on behalf of:
Company: ______________________________ Stamp or seal:

Part 2: Section III

Standard Forms

Form 1: Bid Form/ Cover Letter/Signed & Stamped)

Date:

No:____________________

To,

The National Coordinator,
Common Management Unit (CMU),
Islamabad.

Dear Madam,

Having examined the bidding documents for ……. (Subject of Procurement) ………under procurement reference……………….and all addendums where applicable, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods / services in conformity with the said bidding documents for the sum of Rs…………………………………………..

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

If our Bid is accepted, we hereby agree that our Bid Security as being provided herewith this "Bid Form", will remain with the Purchaser according to Clause 14 of Instructions to Bidders.

We also agree to abide by this Bid for a bid validity period of One Hundred and Twenty (120) days from the date fixed for Bid opening under Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this________________day of________________20____.

______________________________ ____

[in the capacity of/ Designation] [signature] Duly authorized to sign Bid for and on behalf of

Firm's stamp:

Form 2: Price Schedule

Subject of Procurement: ___________________________________
Procurement Reference Number: __________________________
Name of Bidder________________________________ :

S #	Item Description	Delivery required at Locations	Unit of Measure	Estimated time of requirement	Unit of Measure	**Total DDP Cost for activity exclusiveof GST (PKR)	Total DDP Cost for activity inclusive of GST (PKR)
1	**Transportation of Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign**	**List of districts and number of ITNs is given in the 'PART 2: Section I. Scope of work' of the SBD**	Job	Within 02 weeks and/or as communicated by CMU Malaria technical Unit	Contract		

Total quotation for above activity must cover the transportation, In transit Insurance, Labour for Loading & un loading, stacking /placing at storage area/distribution point as well as reverse logistics etc as mentioned in scope of work of SBD

**** Comparison will be made on the above quotation,** However please mention PER BALE transportation cost exclusive & inclusive of GST according to above quoted rate for deduction in total Invoice in case of undistributed ITN's according to the Plan given in the 'PART 2: Section I. Scope of work' of the SBD (Total Cost quoted / Total number of Bales i.e 22,247) (Detail for deduction is mentioned in Clause 3, Section II. Special Conditions of Contract)

Per Bale transportation Cost exclusive of GST (PKR) = ___________________________________
Per Bale transportation Cost inclusive of GST (PKR) = ___________________________________

The Price Schedule is authorised by:

Signature: ___________________________ Name: ____________________________

Position: ___________________________ Date: ____________________________
(DD/MM/YY)

Authorized for and on behalf of:
Company:

______________________________ Stamp or seal:

Form 3: Delivery Schedule

Subject of Procurement: ________________________________

Procurement Reference Number: ________________________

Name of Bidder______________________________ :

Sr. No.	Description of Work	Measuring Unit	Qty	Time required to complete by the End User	Time required to complete by the Service provider
1	**Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign**	Job	01	Within 02 weeks and/or as communicated by CMU Malaria technical Unit	

The Delivery Schedule is authorised by:

Signature: _________________________ Name: __________________________

Position: _________________________ Date: __________________________

(DD/MM/YY)

Authorized for and on behalf of:

Company: ____________________________ Stamp or seal:

Form 4. Contract Form

THIS AGREEMENT made the____________day of__________2026 between Office of the Principal Recipient, Directorate of Malaria Control (DoMC), Common Management Unit, Blocks C,E & F, EPI Building, NIH Chak Shahzad, Islamabad (hereinafter called “the Purchaser”) of the one part and [**name of service provider firm**] (hereinafter called “the service provider”) of the other part:

WHEREAS the Purchaser invited bids for certain Goods/Services and has accepted a bid by the service provider firm for the provision of deliverable of those services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”.)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 constructed as part of this agreement, viz.:

(a) The Bid Form and the Price Schedule submitted by the Bidder;

(b) The Scope of work;

(c) The Terms of Reference, service Methodology and detailed work plan, design and monitoring Team Composition; Delivery schedule

(d) The General Conditions of Contract;

(e) The Special Conditions of Contract;

(f) The Purchaser’s Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier / service provider firms as hereinafter mentioned, the Supplier / service providers firms hereby covenants with the Purchaser to provide the Goods /services and to remedy defects / corrections therein in conformity in all respects with the provisions of the Contract.

4. The supplier / service provider firms shall deliver all goods / services at mentioned place of delivery in defined TORs, Quality / ISO standards, commencement letter engagement letter, defined deliverables along with completion letter and invoice(s).

5. The Purchaser hereby covenants to pay the Supplier / service providers firms in consideration of the provision of the goods / services the remedying of defects / corrections 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 Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by______________________-_______the for the Purchaser)

Signed, sealed, delivered by_______________________________the for the Service provider Firms.

Form 5: Form of Integrity Pact

Contract No.______________________________Dated___________________ Contract Value:

Contract Title:

………………………………. [**name of service provider firms**] 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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [**service provider firms**] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or 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.

[**service provider firms**] 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, representation or warranty.

[**service provider firms**] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights 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, [**service provider firms**] 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 [**service provider firms**] 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.

Name of Buyer: ………………	Name of service provider firms: ………..
Signature: ……………………	Signature: …………………………
[Seal]	[Seal]

Form 6: Form of Bid Security in form of a Bank Draft/CDR

(Bank Guarantee)

CDR No.________________________
Executed on

Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with address:

____

Name of Principal (Tenderer) with address:

____

Penal Sum of Security (express in words and figures):

____

Tender Reference No._________________________Date of Tender

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the

, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Tender numbered dated as above for___________________________(Particulars of Tender) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Employer, conditioned as under:

(1) That the Tender Security shall remain valid for a period of 30 days beyond the period of validity of the tender;

(2) That in the event of;

(a) The Principal withdraws his Tender during the period of validity of Tender, or

(b) The Principal does not accept the correction of his Tender Price, pursuant to Instructions to Tenderers, or

(c) Failure of the successful tenderer to

(i) Furnish the required Performance Security, in accordance with the Instructions to Tenderers, or

(ii) Sign the proposed Contract Agreement, in accordance with Instructions to Tenderers, then the entire sum be paid immediately to the said Employer for delayed Completion and not as penalty for the successful tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified there for, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Tender as accepted and furnish within thirty (30) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of withdrawal of the said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

____

Guarantor (Bank)

Witness: 1 Signature__________________

1__________________________2. Name_____________________

___________________________3. Title______________________

Corporate Secretary (Seal)

2___________________________ __________________________________

___________________________ __________________________________

(Name, Title & Address) Corporate Guarantor (Seal)

(Seal)

Form 7: Form of Performance Security in form of a Bank Draft/CDR

(On Non Judicial Stamp Paper of the Government of Pakistan of appropriate value)

CDR No. ____________________
Date of Issue ____________________
Date of Expiry ____________________
Amount Secured

To:

The National Coordinator, Office of the Principal Recipient, Common Management Unit to Manage The Global Fund Grants on AIDS, TB & Malaria, Islamabad.

WHEREAS

"the Contractor") has undertaken in pursuance of Contract to execute

____

(hereinafter

called "the Contract").

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish a CDR by a recognized bank or Insurance Bond from an approved and duly recognized as AA rating insurance company for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

NOW THEREFORE, we (the bank) ________________________________ affirm that we are the Guarantor and responsible, on behalf of the Contractor/ **service provider firms**, up to a total of Rs.____________________ (Rupees________________________________only) such sum being payable in the types and proportions of such currencies in which the Contract Price is payable, and we undertake to pay, upon first written demand and without cavil or argument, any sum or sums within the limits of Rs_____ ____________________(Rupees________________________________only) as aforesaid without needing to prove or to show grounds or reasons for demand of the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Contractor / **service provider firms** before presenting us with the demand.

We further agree that no change or addition to or other modification of items/service of the contractor / **service provider firms** or of the work to be performed there under or any of the Contract Documents which may be made between The Principal Recipient for The Global Fund Grant, Directorate of Malaria Control, Islamabad and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect up to the date of issuance of Taking Over Certificate or Works i. e. up to________________________________.

We further agree to replace this guarantee with a fresh guarantee 60 days prior to the date of expiry of the guarantee being replaced, for an amount equivalent to 50% of the amount of Performance Security valid from the date of issuance of Taking Over Certificate / completion of tasks up to eight four (84) calendar days after issuance of deliverables. If the guarantee is not replaced 30 days prior to the expiry of this guarantee, The Principal Recipient for The Global Fund Grant, Directorate of Malaria Control Islamabad shall have the right to call for encashment without any rhyme or reason.

SIGNATURE AND SEAL OF THE GUARANTOR

Date

Form 8: Undertaking

I have read the terms and conditions thoroughly regarding "Tender dated______________________, I hereby undertake to abide by these terms & conditions in letter and spirit.

Signature:

Name of Authorize Person: ___________________________________

Name of Firm & Full Address with Stamp: ___________________________________

Dated: ____________________

Part Three: Section. I

General Conditions of Contract (GCC)

1. Definitions

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

indicate:

"The Contract" means the agreement entered into between the Purchaser and the Supplier **service provider firms**, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. "The Contract Price" means the price payable to the Supplier / **service provider firms** under the Contract for the full and proper performance of its contractual obligations.

"The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.

"The Services" means those service or services ancillary to the supply/provide of the Goods/service, such as transportation and insurance, and any other incidental services, such as annual audits, installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier / **service provider firms** covered under the Contract.

"GCC" means the General Conditions of Contract. "SCC" means the Special Conditions of Contract. "The Purchaser" means Office of the Principal Recipient-The Global Fund Grant Malaria Control Program-CMU-Islamabad of Islamabad.

"The Supplier/ **service provider firms**" means the individual or firm supplying the Goods / Services under this Contract.

"Day" means calendar day.

2. Application

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

3. Standards

3.1 The Goods / services supplied / provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the defined standards of quality / ISO. Such standards shall be the latest issued by the concerned institution.

4. Inspections and Tests

4.1 The inspections and tests may be conducted on the premises of the Supplier / service provider firms or its subcontractor(s), at point of delivery, and/or at the Goods'/service final destination. If conducted on the premises of the Supplier / service provider firms or its subcontractor(s), all reasonable facilities and assistance, including access to allied documentary evidence and production data,

shall be furnished to the inspectors at no charge to the Purchaser.

4.2 Should any inspected or tested Goods/services fail to conform to the

Specifications, the Purchaser may reject the Goods/services, and the Supplier/ service provider firms shall either replace the rejected Goods / services or make alterations / correction necessary to meet specification requirements free of cost to the Purchaser.

4.3 The Purchaser's right to inspect, test and, where necessary, reject the Goods / services after the Goods' / service arrival /delivered in shape of deliverable at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods/services.

having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' / service deliverable shipment from the factory/ warehouse/ service provider firms.

4.4 Nothing in GCC Clause 4 shall in any way release the Supplier / service provider firms from any warranty or other obligations under this Contract.

5. Packing / Deliverable

5.1 The Supplier / service provider firms shall provide such packing/printed of the Goods / services as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing/printed 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 / printed case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' / service final destination and the absence of heavy handling facilities at all points in transit.

5.2 The packing/deliverable, 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 Purchaser.

6. Delivery and Documents

6.1 Delivery of the Goods /services shall be made by the Supplier / service provider firms in accordance with the terms specified in the Schedule or Requirements.

7. Transportation

7.1 The Supplier / service provider firms is required under the Contact to transport the Goods / service to a specified place of destination where needed.

8. Warranty

8.1 The Supplier / service provider firms warrants that the Goods / service supplied / delivered 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 / latest quality/ISO standards in the Contract. The Supplier / service provider firms further warrants that all Goods / service supplied / delivered under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission or the Supplier/ service provider firms, that may develop under normal use of the supplied / delivered

Goods / services in the conditions prevailing in the country of final destination.

8.2 The earnest money submitted by the supplier / service provider firms shall be retained during the warranty period as mentioned in technical specification and will be released after expiry of warranty period.

9. Payment

9.1 The method and conditions of payment to be made to the Supplier / service provider firms under this Contract shall be specified in SCC.

9.2 The Supplier's / service provider firms request(s) for payment shall be made to the Purchaser in writing, accompanied by a sales tax invoice describing, as appropriate, the Goods /services delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.

9.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of an invoice or claim by the Supplier / service provider firms.

9.4 The currency of payment is Pakistan Rupees.

10. Prices

10.1 Prices charged by the Supplier / service provider firms for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier / service provider firms in its bid, with the exception of any price adjustments authorized in SCC or on the Purchaser's request for bid validity extension, as the case may be.

11. Charge Orders

11.1 The Purchaser may at any time, by a written order given to the Supplier / service provider firms pursuant to GCC Clause 21, make changes within the general scope of the Contract.

11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's / service provider firms performance of any provisions under the Contract, and 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 / service provider firms for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's / service provider firms receipt of the Purchaser's change order.

12. Contract Amendments

12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

13. Assignment

13.1 The Supplier / service provider firms shall not assign, in whole or in part, its obligations to perform under this Contract.

14. Delays in the Supplier's Performance

14.1 Delivery of the Goods and performance of Services shall be made by Supplier / service provider firms in accordance with the time schedule prescribed by Purchaser in the Schedule of Requirements.

14.2 If at any time during performance of the Contract, the Supplier / service provider firms or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of services, the supplier / service provider firms shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause (s).

14.3 Except as provided under GCC Clause 17, a delay by the Supplier / service provider firms in the performance of its delivery obligations shall render the Supplier / service provider firms liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

15. **Liquidated Damages**

15.1 Subject to GCC Clause 17, if the supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser 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 Goods or

Un-performed Services -. If not delivered / provided within the specified period, penalty @1% per week or any part thereof up to initial maximum delay of 5 weeks; then 2% per each subsequent week of delay, thereafter, procuring agency may terminate order after total “10” weeks of delay and procure order on account of supplier.

16. **Termination for Default**

16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier/ service provider firms, may terminate this Contract in whole or in part:

If the Supplier/ service provider firms fail to deliver / provide any or all of the Goods / services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or

If the Supplier / service provider firms fails to perform any other obligation(s) under the Contract.

If the Supplier/ service provider firms, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

		16.2	In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier/ service provider firms shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier / service provider firms shall continue performance of the Contract to the extent not terminated.
17	**Force Majeure**	17.1	For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier / service provider firms and not involving the Supplier’s / service provider firm’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
		17.3	If a Force Majeure situation arises, the Supplier / service provider firms shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier / service provider firms 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.
18.	**Resolution of Disputes**	18.1	The Purchaser and the Supplier / service provider firms shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
		18.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier / service provider firms have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
19.	**Governing Language**	19.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
20.	**Applicable Law**	20.1	The Contract shall be interpreted in accordance with PPRA Ordinance 2002, Public Procurement Rules 2004 and other laws of Islamic Republic of Pakistan. If there is any discrepancy between the laws and these bidding documents, the provisions of the laws and rules will prevail.

21.	**Notices**	21.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
		21.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
22	**Taxes and Duties**	22.1	Supplier / service provider firms shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods / services to the Purchaser.

Part Three: Section II.

Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provision herein shall prevail over those in the General Conditions of Contract. The Corresponding clause number of the GCC is indicated in parentheses.

1. Inspection and Tests (GCC Clause 4)

GCC 4.1 — **Inspection and test prior to supply of Goods and at final acceptance are as follows:**

The Purchaser or its representative shall have the right to inspect and review the deliverables at any level to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The service firm shall not be liable for the purchaser's delays in finalizing the purchaser's internal review and approval processes.

2. Packing (GCC Clause 5)

GCC 5.2 — **Packing & accessories:** All the vehicles must be properly covered during transportation for safe transportation.

3. Payment (GCC Clause 9)

GCC 9.1 & 9.3 — The method and conditions of payment to be made to the Supplier /service provider firms under this Contract shall be as follows:

a) Payment for services delivered: Payment shall be made in Pakistani Rupees in the following manner, within Sixty (60) days from the review and approval of the deliverable by the Purchaser.

b) In case of undistributed ITN's according to the Plan provided in the SBD (Upon written instructions from PM Malaria during activity):

i. Vendor will not be liable to charge 100 percent per bale cost if certain number of Bales will not be moved/transported from CMU Warehouse, Islamabad and Bannu warehouse to District warehouses

ii. Vendor will not be liable to charge 50% percent per Bale cost if certain number of Bales will be transported from Central Warehouse Islamabad/Bannu to District stores by vendor but not dispatched further to Fixed DP's & Mobile DP's.

Price (GCC Clause 10)

GCC 10.1 — **Price shall be:** Fixed.

6. Liquidated Damages (GCC Clause 15)

GCC 15.1 — Applicable rate: **1% of the service period's quoted price per week of delayed deliverable for the first four (04) weeks, followed with 2% of the service period's quoted price per each subsequent week up to a maximum of eight (08) weeks, beyond which the contract shall be cancelled and bid performance guarantee forfeited to the program accounts. Further, the firm will be Black Listed from participating in all Global Fund funded programmes in Pakistan and the same notified to PPRA.**

7. Resolution of Disputes (GCC Clause 18)

GCC 18.2 — **The dispute resolution mechanism to be applied pursuant to GCC Clause 18.2 shall be as follows:**

In the case of a dispute between the Purchaser and the Supplier / service provider firms, the dispute shall be referred to arbitration in accordance with the laws of the Islamic Republic of Pakistan.

8. Governing Language (GCC Clause 19)

GCC 19.1 — The Governing Language shall be: English.

9. Advance InTransit Insurance will be in place through reliable and renowned company (Rating A++ Or A+) and will be the responsibility of selected transporter. Insurance Policy will be provided to CMU at the time of acceptance of PO/Work order @ US$ 2.7 (Per Bale total Cost). The claim must be refunded by cash within 02 months after reporting by program team.

10. The service provider shall be responsible and liable for any damage, loss, shortage or theft of the consignment while in transit. In case of ITN and theft of material, damage or loss during transit the service provider shall be responsible for lodging the 'First Information Report' (FIR) in relevant police station and follow-up with the relevant departments, process the insurance claim and indemnify the procuring entity for the loss incurred.

11. NOC requirement

After selection, the organization must obtain NOC for working in the targeted areas from relevant department of KP Government and security agencies. In case NOC is not obtained due to any reason by the selected vendor after receiving letter of Intent, work order will not be issued for activity.

Supplier's address for notice purpose:

____
____
____

Detailed Anti-Fraud and Corruption Policy

i. The purpose of this policy is to combat against fraudulent activities outlining the responsibilities of all the involved parties. The scope of this policy is to take actions if fraud or any such attempt is suspected as per the prescribed mechanism for reporting a fraudulent activity, verification or investigation of such allegation and the recovery action plan.

ii. CMU has zero tolerance for fraud and corruption, meaning thereby that CMU staff members and other individuals or parties not directly connected with CMU should not to engage in fraud or corruption related activities.

iii. For the purpose of this policy, fraudulent and corrupt practices shall be defined as under:

Fraudulent Practices: "Any illegal acts or any attempt to commit an act characterized by intentional deception, concealment, or violation of trust. Fraud covers acts or omissions involve the element of deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, manipulation or concealment of material facts and collusion. It usually involves depriving or attempt to deprive someone of something by deceit or obtaining or attempt to obtain something by deceit, which might either be straight theft, misuse of funds or other resources, or more complicated crimes such as false accounting and the supply of false information. Fraud is not restricted to monetary or material benefits but includes intangibles such as status and information."

Corrupt Practices: A corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party. Corrupt practices include, but are not limited to, bribery, kickbacks and facilitation payments in connection with CMU activities or programmes.

iv. In connection with fraudulent and corrupt practices as defined above, CMU specifically forbids all employees and other individuals not directly connected with CMU from each of the following acts:

- Bribery: Engaging in any form of bribery, including offering, promising, giving, accepting or soliciting payments designed to gain any improper business advantage;
- Political Contributions: Promising, giving or soliciting contributions to political parties or to organizations or individuals engaged in politics as a subterfuge for bribery;
- Charitable Contributions: Promising, giving or soliciting charitable contributions or engaging in charitable sponsorships as a subterfuge for bribery;
- Gifts, Entertainment and Hospitality: Offering or accepting gifts, entertainment, or hospitality as a subterfuge for bribery;
- Facilitation Payments: Facilitation payments are prohibited in CMU; and
    - Fiscal Impropriations: CMU does not allow unauthorized or unethical use of funds;
- Fraudulent accounting or reporting; aiding or involving in inappropriate directly or indirectly gaining unauthorized or illegal financial benefits.

v. The Anti-Fraud and Corruption Policy recognizes that CMU is at risk of loss due to fraud and corruption from within and outside. In meeting our responsibilities relating to fraud and corruption, whether attempted internally or externally, we're committed to an effective anti-fraud and corruption policy designed to:

- Encourage prevention;
- Promote detection;
- Ensure effective investigation where suspected fraud or corruption has occurred; and

- Prosecute offenders where appropriate.

vi. There is an expectation and requirement that all members, employees, consultants, contractors and service users be fair and honest and if able to do so, provide help, information and support to assist the investigation of fraud and corruption. It is responsibility of the management as well as all employees of CMU to facilitate in prevention and detection of fraud and corrupt practices and reporting the same as per prescribed criteria in the whistle-blowing policy or any other channels as may be appropriate.

vii. Where an individual makes a report under this policy in good faith, reasonably believing it to be true, no retaliation against the individual will be tolerated should the disclosure turn out to be misguided or false. The same policies shall apply to such individual as provided in this manual for whistle-blower protection.

viii. Any employee found to have been involved in fraudulent or corrupt practices shall be subject to disciplinary action as per CMU policies and if proven shall be terminated on account of gross misconduct.

ix. CMU's management as well as Internal Audit Department shall periodically review the contents of the Anti-Corruption and Anti-Fraud Policy from time to time to ensure that it reflects the best practices and shall propose to the Audit Committee/NC, those amendments and updates that contribute to the development and ongoing improvement thereof, taking into account any suggestions or proposals made by the Internal Audit or other professionals of the CMU.

x. CMU shall maintain the record of all fraud incidents (reported and suspected) along with actions taken as per prescribed fraud report register.

xi. Fraud risk assessment shall be carried out by CMU management at periodic intervals at operational and programme level to identify areas vulnerable to fraud/ corruption and to devise and implement appropriate fraud risk mitigation strategies.

Complaint or Whistle blowing of all kinds will be kept confidential.

Signature of Vendor: ______________________________

Name: ______________________________

Firm/Company Name: ______________________________

Contact no. with Address: ______________________________

____

____

Annex-A

Detailed Anti-Fraud and Corruption Policy

i. The purpose of this policy is to combat against fraudulent activities outlining the responsibilities of all the involved parties. The scope of this policy is to take actions if fraud or any such attempt is suspected as per the prescribed mechanism for reporting a fraudulent activity, verification or investigation of such allegation and the recovery action plan.

ii. CMU has zero tolerance for fraud and corruption, meaning thereby that CMU staff members and other individuals or parties not directly connected with CMU should not to engage in fraud or corruption related activities.

iii. For the purpose of this policy, fraudulent and corrupt practices shall be defined as under:

Fraudulent Practices: "Any illegal acts or any attempt to commit an act characterized by intentional deception, concealment, or violation of trust. Fraud covers acts or omissions involve the element of deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, manipulation or concealment of material facts and collusion. It usually involves depriving or attempt to deprive someone of something by deceit or obtaining or attempt to obtain something by deceit, which might either be straight theft, misuse of funds or other resources, or more complicated crimes such as false accounting and the supply of false information. Fraud is not restricted to monetary or material benefits but includes intangibles such as status and information."

Corrupt Practices: A corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party. Corrupt practices include, but are not limited to, bribery, kickbacks and facilitation payments in connection with CMU activities or programmes.

iv. In connection with fraudulent and corrupt practices as defined above, CMU specifically forbids all employees and other individuals not directly connected with CMU from each of the following acts:

- Bribery: Engaging in any form of bribery, including offering, promising, giving, accepting or soliciting payments designed to gain any improper business advantage;

- Political Contributions: Promising, giving or soliciting contributions to political parties or to organizations or individuals engaged in politics as a subterfuge for bribery;

- Charitable Contributions: Promising, giving or soliciting charitable contributions or engaging in charitable sponsorships as a subterfuge for bribery;

- Gifts, Entertainment and Hospitality: Offering or accepting gifts, entertainment, or hospitality as a subterfuge for bribery;

- Facilitation Payments: Facilitation payments are prohibited in CMU; and

  - Fiscal Impropriations: CMU does not allow unauthorized or unethical use of funds;

- Fraudulent accounting or reporting; aiding or involving in inappropriate directly or indirectly gaining unauthorized or illegal financial benefits.

v. The Anti-Fraud and Corruption Policy recognizes that CMU is at risk of loss due to fraud and corruption from within and outside. In meeting our responsibilities relating to fraud and corruption, whether attempted internally or externally, we're committed to an effective anti-fraud and corruption policy designed to:

- Encourage prevention;

- Promote detection;

- Ensure effective investigation where suspected fraud or corruption has occurred; and

- Prosecute offenders where appropriate.

vi. There is an expectation and requirement that all members, employees, consultants, contractors and service users be fair and honest and if able to do so, provide help, information and support to assist the investigation of fraud and corruption. It is responsibility of the management as well as all employees of CMU to facilitate in prevention and detection of fraud and corrupt practices and reporting the same as per prescribed criteria in the whistle-blowing policy or any other channels as may be appropriate.

vii. Where an individual makes a report under this policy in good faith, reasonably believing it to be true, no retaliation against the individual will be tolerated should the disclosure turn out to be misguided or false. The same policies shall apply to such individual as provided in this manual for whistle-blower protection.

viii. Any employee found to have been involved in fraudulent or corrupt practices shall be subject to disciplinary action as per CMU policies and if proven shall be terminated on account of gross misconduct.

ix. CMU's management as well as Internal Audit Department shall periodically review the contents of the Anti-Corruption and Anti-Fraud Policy from time to time to ensure that it reflects the best practices and shall propose to the Audit Committee/NC, those amendments and updates that contribute to the development and ongoing improvement thereof, taking into account any suggestions or proposals made by the Internal Audit or other professionals of the CMU.

x. CMU shall maintain the record of all fraud incidents (reported and suspected) along with actions taken as per prescribed fraud report register.

xi. Fraud risk assessment shall be carried out by CMU management at periodic intervals at operational and programme level to identify areas vulnerable to fraud/ corruption and to devise and implement appropriate fraud risk mitigation strategies.

Complaint or Whistle blowing of all kinds will be kept confidential.

Signature of Vendor: ______________________________

Name: ______________________________

Firm/Company Name: ______________________________

Contact no. with Address: ______________________________

____

____

Form 1: Bid Form/ Cover Letter/Signed & Stamped)

Date:

No:____________________

To,

The National Coordinator,
Common Management Unit (CMU),
Islamabad.

Dear Madam,

Having examined the bidding documents for ……. (Subject of Procurement) ………under procurement reference……………….and all addendums where applicable, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods / services in conformity with the said bidding documents for the sum of Rs…………………………………………..

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

If our Bid is accepted, we hereby agree that our Bid Security as being provided herewith this "Bid Form", will remain with the Purchaser according to Clause 14 of Instructions to Bidders.

We also agree to abide by this Bid for a bid validity period of One Hundred and Twenty (120) days from the date fixed for Bid opening under Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this________________day of________________20____.

_____________________________ _______________________________________

[in the capacity of/ Designation] [signature] Duly authorized to sign Bid for and on behalf of

Firm's stamp:

Form 3: Delivery Schedule

Subject of Procurement: ________________________________

Procurement Reference Number: ________________________

Name of Bidder______________________________ :

Sr. No.	Description of Work	Measuring Unit	Qty	Time required to complete by the End User	Time required to complete by the Service provider
1	**Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign**	Job	01	Within 02 weeks and/or as communicated by CMU Malaria technical Unit	

The Delivery Schedule is authorised by:

Signature: _________________________ Name: __________________________

Position: _________________________ Date: __________________________

(DD/MM/YY)

Authorized for and on behalf of:

Company: ____________________________ Stamp or seal:

Form 4. Contract Form

THIS AGREEMENT made the____________day of_________2026 between Office of the Principal Recipient, Directorate of Malaria Control (DoMC), Common Management Unit, Blocks C,E & F, EPI Building, NIH Chak Shahzad, Islamabad (hereinafter called "the Purchaser") of the one part and [**name of service provider firm**] (hereinafter called "the service provider") of the other part:

WHEREAS the Purchaser invited bids for certain Goods/Services and has accepted a bid by the service provider firm for the provision of deliverable of those services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price".)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 constructed as part of this agreement, viz.:

(a) The Bid Form and the Price Schedule submitted by the Bidder;

(b) The Scope of work;

(c) The Terms of Reference, service Methodology and detailed work plan, design and monitoring Team Composition; Delivery schedule

(d) The General Conditions of Contract;

(e) The Special Conditions of Contract;

(f) The Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier / service provider firms as hereinafter mentioned, the Supplier / service providers firms hereby covenants with the Purchaser to provide the Goods /services and to remedy defects / corrections therein in conformity in all respects with the provisions of the Contract.

4. The supplier / service provider firms shall deliver all goods / services at mentioned place of delivery in defined TORs, Quality / ISO standards, commencement letter engagement letter, defined deliverables along with completion letter and invoice(s).

5. The Purchaser hereby covenants to pay the Supplier / service providers firms in consideration of the provision of the goods / services the remedying of defects / corrections 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 Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by________________________-________the for the Purchaser)

Signed, sealed, delivered by__________________________________the for the Service provider Firms.

Form 5: Form of Integrity Pact

Contract No._____________________________Dated___________________ Contract Value:

Contract Title:

………………………………. [**name of service provider firms**] 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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [**service provider firms**] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or 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.

[**service provider firms**] 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, representation or warranty.

[**service provider firms**] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights 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, [**service provider firms**] 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 [**service provider firms**] 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.

Name of Buyer: ………………	Name of service provider firms: ………..
Signature: ……………………	Signature: …………………………
[Seal]	[Seal]

Form 6: Form of Bid Security in form of a Bank Draft/CDR

(Bank Guarantee)

CDR No.______________________
Executed on

Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with address:

____

Name of Principal (Tenderer) with address:

____

Penal Sum of Security (express in words and figures):

____

Tender Reference No.________________________Date of Tender

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the

, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Tender numbered dated as above for_________________________(Particulars of Tender) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Employer, conditioned as under:

(1) That the Tender Security shall remain valid for a period of 30 days beyond the period of validity of the tender;

(2) That in the event of;

(a) The Principal withdraws his Tender during the period of validity of Tender, or

(b) The Principal does not accept the correction of his Tender Price, pursuant to Instructions to Tenderers, or

(c) Failure of the successful tenderer to

(i) Furnish the required Performance Security, in accordance with the Instructions to Tenderers, or

(ii) Sign the proposed Contract Agreement, in accordance with Instructions to Tenderers, then the entire sum be paid immediately to the said Employer for delayed Completion and not as penalty for the successful tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified there for, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Tender as accepted and furnish within thirty (30) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of withdrawal of the said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

____

Guarantor (Bank)

Witness: 1 Signature____________________

1______________________________2. Name________________________

______________________________3. Title_________________________

Corporate Secretary (Seal)

2______________________________ ______________________________________

______________________________ ______________________________________

(Name, Title & Address) Corporate Guarantor (Seal)

(Seal)

Form 7: Form of Performance Security in form of a Bank Draft/CDR

(On Non Judicial Stamp Paper of the Government of Pakistan of appropriate value)

CDR No. ________________________ Date of Issue _________
Date of Expiry ____________________ Amount Secured

To:

The National Coordinator, Office of the Principal Recipient, Common Management Unit to Manage The Global Fund Grants on AIDS, TB & Malaria, Islamabad.

WHEREAS

"the Contractor") has undertaken in pursuance of Contract to execute

____

(hereinafter

called "the Contract").

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish a CDR by a recognized bank or Insurance Bond from an approved and duly recognized as AA rating insurance company for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

NOW THEREFORE, we (the bank) ____ affirm that we are the Guarantor and responsible, on behalf of the Contractor/ **service provider firms**, up to a total of Rs.______________ (Rupees____only) such sum being payable in the types and proportions of such currencies in which the Contract Price is payable, and we undertake to pay, upon first written demand and without cavil or argument, any sum or sums within the limits of Rs_______(Rupees_______________________________________only) as aforesaid without needing to prove or to show grounds or reasons for demand of the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Contractor / **service provider firms** before presenting us with the demand.

We further agree that no change or addition to or other modification of items/service of the contractor / **service provider firms** or of the work to be performed there under or any of the Contract Documents which may be made between The Principal Recipient for The Global Fund Grant, Directorate of Malaria Control, Islamabad and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect up to the date of issuance of Taking Over Certificate or Works i. e. up to______________________________.

We further agree to replace this guarantee with a fresh guarantee 60 days prior to the date of expiry of the guarantee being replaced, for an amount equivalent to 50% of the amount of Performance Security valid from the date of issuance of Taking Over Certificate / completion of tasks up to eight four (84) calendar days after issuance of deliverables. If the guarantee is not replaced 30 days prior to the expiry of this guarantee, The Principal Recipient for The Global Fund Grant, Directorate of Malaria Control Islamabad shall have the right to call for encashment without any rhyme or reason.

SIGNATURE AND SEAL OF THE GUARANTOR

Date

Form 8: Undertaking

I have read the terms and conditions thoroughly regarding "Tender dated______________________, I hereby

undertake to abide by these terms & conditions in letter and spirit.

Signature:

Name of Authorize Person:
____

Name of Firm & Full Address with Stamp:
____

Dated: ____________________

General Conditions of Contract (GCC)

1. Definitions 1.1 In this Contract, the following terms shall be interpreted as

indicate:

"The Contract" means the agreement entered into between the Purchaser and the Supplier **service provider firms**, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. "The Contract Price" means the price payable to the Supplier / **service provider firms** under the Contract for the full and proper performance of its contractual obligations.

"The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.

"The Services" means those service or services ancillary to the supply/provide of the Goods/service, such as transportation and insurance, and any other incidental services, such as annual audits, installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier / **service provider firms** covered under the Contract.

"GCC" means the General Conditions of Contract. "SCC" means the Special Conditions of Contract. "The Purchaser" means Office of the Principal Recipient-The Global Fund Grant Malaria Control Program-CMU-Islamabad of Islamabad.

"The Supplier/ **service provider firms**" means the individual or firm supplying the Goods / Services under this Contract.

"Day" means calendar day.

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

3.	**Standards**	3.1	The Goods / services supplied / provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the defined standards of quality / ISO. Such standards shall be the latest issued by the concerned institution.
4.	**Inspections and Tests**	4.1	The inspections and tests may be conducted on the premises of the Supplier / service provider firms or its subcontractor(s), at point of delivery, and/or at the Goods'/service final destination. If conducted on the premises of the Supplier / service provider firms or its subcontractor(s), all reasonable facilities and assistance, including access to allied documentary evidence and production data, shall be furnished to the inspectors at no charge to the Purchaser.
		4.2	Should any inspected or tested Goods/services fail to conform to the Specifications, the Purchaser may reject the Goods/services, and the Supplier/ service provider firms shall either replace the rejected Goods / services or make alterations / correction necessary to meet specification requirements free of cost to the Purchaser.
		4.3	The Purchaser's right to inspect, test and, where necessary, reject the Goods / services after the Goods' / service arrival /delivered in shape of deliverable at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods/services. having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' / service deliverable shipment from the factory/ warehouse/ service provider firms.
		4.4	Nothing in GCC Clause 4 shall in any way release the Supplier / service provider firms from any warranty or other obligations under this Contract.
5.	**Packing / Deliverable**	5.1	The Supplier / service provider firms shall provide such packing/printed of the Goods / services as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing/printed 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 / printed case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' / service final

destination and the absence of heavy handling facilities at all points in transit.

		5.2	The packing/deliverable, 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 Purchaser.
6.	**Delivery and Documents**	6.1	Delivery of the Goods /services shall be made by the Supplier / service provider firms in accordance with the terms specified in the Schedule or Requirements.
7.	**Transportation**	7.1	The Supplier / service provider firms is required under the Contact to transport the Goods / service to a specified place of destination where needed.
8.	**Warranty**	8.1	The Supplier / service provider firms warrants that the Goods / service supplied / delivered 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 / latest quality/ISO standards in the Contract. The Supplier / service provider firms further warrants that all Goods / service supplied / delivered under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission or the Supplier/ service provider firms, that may develop under normal use of the supplied / delivered Goods / services in the conditions prevailing in the country of final destination.
		8.2	The earnest money submitted by the supplier / service provider firms shall be retained during the warranty period as mentioned in technical specification and will be released after expiry of warranty period.
9.	**Payment**	9.1	The method and conditions of payment to be made to the Supplier / service provider firms under this Contract shall be specified in SCC.
		9.2	The Supplier's / service provider firms request(s) for payment shall be made to the Purchaser in writing, accompanied by a sales tax invoice describing, as appropriate, the Goods /services delivered and Services

performed and upon fulfillment of other obligations stipulated in the Contract.

9.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of an invoice or claim by the Supplier / service provider firms.

9.4 The currency of payment is Pakistan Rupees.

10. Prices

10.1 Prices charged by the Supplier / service provider firms for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier / service provider firms in its bid, with the exception of any price adjustments authorized in SCC or on the Purchaser's request for bid validity extension, as the case may be.

11. Charge Orders

11.1 The Purchaser may at any time, by a written order given to the Supplier / service provider firms pursuant to GCC Clause 21, make changes within the general scope of the Contract.

11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's / service provider firms performance of any provisions under the Contract, and 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 / service provider firms for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's / service provider firms receipt of the Purchaser's change order.

12. Contract Amendments

12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

13. Assignment

13.1 The Supplier / service provider firms shall not assign, in whole or in part, its obligations to perform under this Contract.

14. Delays in the Supplier's Performance

14.1 Delivery of the Goods and performance of Services shall be made by Supplier / service provider firms in accordance with the time schedule prescribed by Purchaser in the Schedule of Requirements.

14.2 If at any time during performance of the Contract, the Supplier / service provider firms or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of services, the supplier / service provider firms shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause (s).

14.3 Except as provided under GCC Clause 17, a delay by the Supplier / service provider firms in the performance of its delivery obligations shall render the Supplier / service provider firms liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

15. **Liquidated Damages**

15.1 Subject to GCC Clause 17, if the supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser 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 Goods or

Un-performed Services -. If not delivered / provided within the specified period, penalty @1% per week or any part thereof up to initial maximum delay of 5 weeks; then 2% per each subsequent week of delay, thereafter, procuring agency may terminate order after total “10” weeks of delay and procure order on account of supplier.

16. **Termination for Default**

16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier/ service provider firms, may terminate this Contract in whole or in part:

If the Supplier/ service provider firms fail to deliver / provide any or all of the Goods / services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or

If the Supplier / service provider firms fails to perform any other obligation(s) under the Contract.

If the Supplier/ service provider firms, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier/ service provider firms shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier / service provider firms shall continue performance of the Contract to the extent not terminated.

17 **Force Majeure**

17.1 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier / service provider firms and not involving the Supplier's / service provider firm's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

17.3 If a Force Majeure situation arises, the Supplier / service provider firms shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier / service provider firms 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.

18. **Resolution of Disputes**

18.1 The Purchaser and the Supplier / service provider firms shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

		18.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier / service provider firms have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
19.	**Governing Language**	19.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
20.	**Applicable Law**	20.1	The Contract shall be interpreted in accordance with PPRA Ordinance 2002, Public Procurement Rules 2004 and other laws of Islamic Republic of Pakistan. If there is any discrepancy between the laws and these bidding documents, the provisions of the laws and rules will prevail.
21.	**Notices**	21.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
		21.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
22	**Taxes and Duties**	22.1	Supplier / service provider firms shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods / services to the Purchaser.

Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provision herein shall prevail over those in the General Conditions of Contract. The Corresponding clause number of the GCC is indicated in parentheses.

1. Inspection and Tests (GCC Clause 4)

GCC 4.1 — **Inspection and test prior to supply of Goods and at final acceptance are as follows:**

The Purchaser or its representative shall have the right to inspect and review the deliverables at any level to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The service firm shall not be liable for the purchaser's delays in finalizing the purchaser's internal review and approval processes.

2. Packing (GCC Clause 5)

GCC 5.2 — **Packing & accessories:** All the vehicles must be properly covered during transportation for safe transportation.

3. Payment (GCC Clause 9)

GCC 9.1 & 9.3 — The method and conditions of payment to be made to the Supplier /service provider firms under this Contract shall be as follows:

a) Payment for services delivered: Payment shall be made in Pakistani Rupees in the following manner, within Sixty (60) days from the review and approval of the deliverable by the Purchaser.

b) In case of undistributed ITN's according to the Plan provided in the SBD (Upon written instructions from PM Malaria during activity):

i. Vendor will not be liable to charge 100 percent per bale cost if certain number of Bales will not be moved/transported from CMU Warehouse, Islamabad and Bannu warehouse to District warehouses

ii. Vendor will not be liable to charge 50% percent per Bale cost if certain number of Bales will be transported from Central Warehouse Islamabad/Bannu to District stores by vendor but not dispatched further to Fixed DP's & Mobile DP's.

Price (GCC Clause 10)

GCC 10.1 — **Price shall be:** Fixed.

6. Liquidated Damages (GCC Clause 15)

GCC 15.1 — Applicable rate: **1% of the service period's quoted price per week of delayed deliverable for the first four (04) weeks, followed with 2% of the service period's quoted price per each subsequent week up to a maximum of eight (08) weeks, beyond which the contract shall be cancelled and bid performance guarantee forfeited to the program accounts. Further, the firm will be Black Listed from participating in all Global Fund funded programmes in Pakistan and the same notified to PPRA.**

7. Resolution of Disputes (GCC Clause 18)

GCC 18.2 — **The dispute resolution mechanism to be applied pursuant to GCC Clause 18.2 shall be as follows:**

In the case of a dispute between the Purchaser and the Supplier / service provider firms, the dispute shall be referred to arbitration in accordance with the laws of the Islamic Republic of Pakistan.

8. Governing Language (GCC Clause 19)

GCC 19.1 — The Governing Language shall be: English.

9. Advance InTransit Insurance will be in place through reliable and renowned company (Rating A++ Or A+) and will be the responsibility of selected transporter. Insurance Policy will be provided to CMU at the time of acceptance of PO/Work order @ US$ 2.7 (Per Bale total Cost). The claim must be refunded by cash within 02 months after reporting by program team.

10. The service provider shall be responsible and liable for any damage, loss, shortage or theft of the consignment while in transit. In case of ITN and theft of material, damage or loss during transit the service provider shall be responsible for lodging the 'First Information Report' (FIR) in relevant police station and follow-up with the relevant departments, process the insurance claim and indemnify the procuring entity for the loss incurred.

11. NOC requirement

After selection, the organization must obtain NOC for working in the targeted areas from relevant department of KP Government and security agencies. In case NOC is not obtained due to any reason by the selected vendor after receiving letter of Intent, work order will not be issued for activity.

Supplier's address for notice purpose:

____
____
____

Form 2: Price Schedule

Subject of Procurement: ________________________________

Procurement Reference Number: ________________________

Name of Bidder______________________________ :

S #	Item Description	Delivery required at Locations	Unit of Measure	Estimated time of requirement	Unit of Measure	**Total DDP Cost for activity exclusiveof GST (PKR)	Total DDP Cost for activity inclusive of GST (PKR)
1	**Transportation of Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign**	**List of districts and number of ITNs is given in the 'PART 2: Section I. Scope of work' of the SBD**	Job	Within 02 weeks and/or as communicated by CMU Malaria technical Unit	Contract		

Total quotation for above activity must cover the transportation, In transit Insurance, Labour for Loading & un loading, stacking /placing at storage area/distribution point as well as reverse logistics etc as mentioned in scope of work of SBD

**** Comparison will be made on the above quotation,** However please mention PER BALE transportation cost exclusive & inclusive of GST according to above quoted rate for deduction in total Invoice in case of undistributed ITN's according to the Plan given in the 'PART 2: Section I. Scope of work' of the SBD (Total Cost quoted / Total number of Bales i.e 22,247) (Detail for deduction is mentioned in Clause 3, Section II. Special Conditions of Contract)

Per Bale transportation Cost exclusive of GST (PKR) = ________________________________

Per Bale transportation Cost inclusive of GST (PKR) = ________________________________

The Price Schedule is authorised by:

Signature: ________________________ Name: ________________________

Position: ________________________ Date: ________________________

Authorized for and on behalf of: *(DD/MM/YY)*

Company:

___________________________ Stamp or seal:

Form 1: Bid Form/ Cover Letter/Signed & Stamped)

Date:

No:____________________

To,

The National Coordinator,
Common Management Unit (CMU),
Islamabad.

Dear Madam,

Having examined the bidding documents for ……. (Subject of Procurement) ………under procurement reference……………….and all addendums where applicable, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods / services in conformity with the said bidding documents for the sum of Rs…………………………………………..

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

If our Bid is accepted, we hereby agree that our Bid Security as being provided herewith this "Bid Form", will remain with the Purchaser according to Clause 14 of Instructions to Bidders.

We also agree to abide by this Bid for a bid validity period of One Hundred and Twenty (120) days from the date fixed for Bid opening under Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this________________day of________________20____.

____________________________ ______________________________________

[in the capacity of/ Designation] [signature] Duly authorized to sign Bid for and on behalf of

Firm's stamp:

Form 3: Delivery Schedule

Subject of Procurement: ________________________________

Procurement Reference Number: ________________________

Name of Bidder______________________________ :

Sr. No.	Description of Work	Measuring Unit	Qty	Time required to complete by the End User	Time required to complete by the Service provider
1	**Hiring of Transportation Services for Insecticidal Treated Nets (ITNs) to selected Merged Districts of Khyber Pakhtunkhwa for ITNs Mass Campaign**	Job	01	Within 02 weeks and/or as communicated by CMU Malaria technical Unit	

The Delivery Schedule is authorised by:

Signature: _________________________ Name: __________________________

Position: _________________________ Date: __________________________

(DD/MM/YY)

Authorized for and on behalf of:

Company: ____________________________ Stamp or seal: