STANDARD BIDDING DOCUMENT

Procurement of Therapeutic Goods

(Pharmaceuticals)

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)

FOR

Procurement of Medical Store Items for Lab Deptt

Bid No. 5171/RT-6902/2026-27/FOR-GP-III/Lab/Med/SCM dated 06 Nov 2026

Bid Submission Date: 24 Nov 2026 at 1030 hours

Bid Opening Date : 24 Nov 2026 at 1100 hours

SUPPLY CHAIN MANAGEMENT DIRECTORATE
HEAVY INDUSTRIES TAXILA, TAXILA CANTT

HEAVY INDUSTRIES TAXILA

TENDER NOTICE

Date: ……November 2026

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

Tender No	Nomenclature	A/U	Qty	Delivery Period	Last date of Collection of Tender Documents	Date and time of Tender	
						Submission	Opening
RT-6902	Procurement of Items for Lab Deptt **Detail as per Annexure "A"**	**Attached at Annexure"A"**		2 x Months after signing of Contract	Tender available on PPRA website	**24 Nov 2026 at 1030 hours**	**24 Nov 2026 at 1100 hours**

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

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

a. Photocopy of Registration / Pre-qualification / Indexation letter issued by the HIT.

b. Attested copy of Registration certificate issued by Sales Tax Department, copy of NTN certificate.

c. Audit report of last 3 x FYs.

d. Attested Bank Statement for last one year.

e. Attested copy of CNIC of MD.

f. Trade link between firm and OEM (in case of distributor / agent).

g. Certificate on a judicial paper worth Rs 100 duly attested by Oath Commissioner that firm is neither defaulter nor blacklisted by any Govt Org directly or indirectly.

h. Detail of list of contracts last 3 x FYs / works experience with Govt / Semi Govt Org.

i. Copy of registration letter with Govt / Semi Govt organization (if any).

j. Postal order of Rs 2,000/- should be enclosed with Technical Bid in favour of Director Supply Chain Management Directorate.

For further Information

Tel: (051) 9315333 Ext 63215
Fax: (051) 9315029
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PART- I

BIDDING PROCEDURE & REQUIREMENTS

SECTION - A

INVITATION TO BIDS
HEAVY INDUSTRIES TAXILA

Bid No. 5171/RT-6902/2026-27/FOR-GP-III/Lab/Med/SCM dated 06 Nov 2026
FOR
Procurement of Medical Store Items (Lab Department)

Date: _____Nov 2026

1. This Invitation to Tender (IT) follows the Procurement Notice (PN) or Procurement Advertisement (PA) for the subject procurement which will appeared in 2 x newspaper (1 x English and 1 x URDU) on _____Nov 2026.

2. The Heavy Industries Taxila now invites sealed bids from eligible Suppliers for the Procurement of Medical Store Items (Lab Department). The complete original bid (technical & commercial) along with 1 x copy of technical bid, properly filled in, and enclosed in sealed envelope(s) must be delivered as under: -

Ser	Activity	Response	Remarks
a.	Bid submission	10:30 hours **24 Nov 2026**	Tender Box available at Gate No 5
b.	Bid opening (Technical)	11:00 hours **24 Nov 2026**	Venue Supply Chain ManagementDirectorate HIT Taxila
c.	Pre Bid Meeting	~~1100 Hrs ____Nov 2026~~	Conference Room SCM Dte
d.	Bid submission address	Gate – 5, Heavy Industries Taxila, Taxila Cantt	Tender Box Available at Gate No 5, Drop Tender document in Tender Box before deadline.

3. All bids must be accompanied by a Bid Security / Earnest Money in the form of Call Deposit Receipt (CDR), Bank Draft (BD) or Pay Order (PO) in favour of Director Supply Chain Management, HeavyIndustries Taxila as per the instructions provided in this IT.

4. Firms shall nominate a Lead Member / authorized representative, on the firm's letterhead, with authority to conduct all business for and on behalf of the firms during the bidding process, and in case of award of contract, during the execution of contract.

5. Appointment of the Lead Member shall be subsequently confirmed by submission of a valid Power of Attorney before signing of the contract by the firm winning the contract.

6. This IT consists of **78 x pages** and comprises following forms: -

a. **Section – A**. Invitation letter and general instructions to the firms.

b. **Section – B**

(1) **Part – I**. Bid Data Sheet

(2) **Part – II**. General terms / conditions governing the contract

(3) **Part –III**. Standard Terms and condition / technical specifications.

c. **Section - C**. Firms' response as well as essential forms to be submitted.

7. Firms will fill and return, with their offers, the forms Section - B, Section - C and the questionnaires duly stamped / signed by the authorized person / signatory.

Yours faithfully,

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

SECTION - B
INSTRUCTION TO BIDDERS (ITBs)
INTRODUCTION

a. **Scope of Bid**	**1.1**	The Supply Chain Management Directorate, as indicated in the Bid Data Sheet (BDS) invites Bids for the supply of Therapeutic Goods (Pharmaceuticals) and related services incidental thereto as specified in the BDS described in Section E - Technical Specifications & Schedule of Requirements. The Name, Identification and Number of Lots (contracts) of the procurement are specified in BDS.
	1.2	The successful Bidders will be expected to supply the Therapeutic Goods (Pharmaceuticals) within the specified period and timeline(s) as stated in the BDS.
b. **Source of Funds**	**2.1**	Source of funds is referred in Clause-2 of Invitation for Bids.
c. **Eligible Bidders**	**3.1**	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Supply Chain Management Directorate.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Supply Chain Management Directorate and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6 .	Foreign Bidders must satisfy all relevant licensing/or registration requirement with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive Bidding with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the Supply Chain Management Directorate along with their bid, however, the final award will be subject to the complete registration process.
	3.7	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: (a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Supply Chain Management Directorate to provide consulting services for the preparation of the design, specifications and other documents to be used

		for the procurement of the pharmaceuticals to be procured under this Invitation for Bids. (b) have controlling shareholders in common; or (c) receive or have received any direct or indirect subsidy from any of them; or (d) have the same legal representative for purposes of this Bid; or (e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Supply Chain Management Directorate regarding this Bidding process; or (f) Submit more than one Bid in this Bidding process. (g) Participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the Bid.
	3.8	A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. (f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide to the Supply Chain Management Directorate evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and there capability and, adequacy of resources to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Supply Chain Management Directorate, as the Supply Chain Management Directorate shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
	3.12	Firms/companies/suppliers/dealers duly registered with relevant tax and other registration authorities required under Federal Government's rules, laws, statutes or relevant instructions;
	3.13	The Importer/Agent/distributor/supplier must possess valid authorization from the Manufacturer. The authorization certificate must be attested. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form
d. **Eligible Therapeutic Goods (Pharmaceuticals) and Related Services**	**4.1**	All therapeutic goods (Pharmaceuticals) and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such Therapeutic goods and services. For purpose of this Bid, ineligible countries are stated in the section-D titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the goods are mined,

		grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the Therapeutic Goods and services shall not determine the origin of the goods.
	4.4	To establish the eligibility of the therapeutic Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.
	4.5	If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the therapeutic goods indicated in its Bid.
	4.6	All Therapeutic Goods and related services to be supplied under the contract shall conform to the policies of the Government of Pakistan in vogue. All expenditures made under the contract shall be limited to such Therapeutic Goods and services. For purposes of this clause, (a) the term.
	4.7	For the purposes of this Clause, the term "Therapeutic Goods" includes Drug or alternative medicine or medical devices or biological or other related product as may be notified by Drug Regulatory Authority of Pakistan. , and "related services" includes services such as insurance, Transportation port releases, installation, training and initial maintenance and after sales services.
e. **One Bid per Bidder**	**5.1**	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
f. **Cost of Bidding**	**6.1**	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Supply Chain Management Directorate shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
g. **Bidding for Selective Items**	**7.1**	A Bidder, if he so chooses, can bid for selective items from the list of Therapeutic Goods provided for in the Schedule of Requirements. A Bidder is also at a liberty to bid for all the Therapeutic Goods mentioned in the Schedule of Requirements provided he fulfills the requirements. However, a Bidder cannot bid for partial quantities of an item in the Schedule of requirement. The bid must be for the whole quantity of an item as required in the schedule of requirement.
BIDDING DOCUMENTS		
h. **Contents of Bidding Documents**	**8.1**	The therapeutic goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 10.2 include: **Section A** Invitation to Bids **Section B** Instructions to Bidders (ITBs) **Section C** Bid Data Sheet (BDS) **Section D** Eligible Countries **Section E** Technical Specifications, Schedule of Requirements **Section F** Evaluation and Qualification Criteria **Section G** Standard Forms **Section H** General Conditions of Contract (GCC) **Section I** Special Conditions of Contract (SCC) **Section J** Contract Forms

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

j. **Amendment of Bidding Documents**	**10.1**	Before the deadline for submission of Bids, the Supply Chain Management Directorate for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	10.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 8.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Supply Chain Management Directorate. The Supply Chain Management Directorate shall promptly publish the Addendum at the Supply Chain Management Directorate's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	10.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Supply Chain Management Directorate may, at its discretion, extend the deadline for the submission of Bids: Provided that the Supply Chain Management Directorate shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.
PREPARATION OF BIDS		
k. **Language of Bid**	**11.1**	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Supply Chain Management Directorate shall either be in Urdu or English or both.
	11.2	Where the use of local language is found essential, the original documentation shall be in Urdu or English, which shall be retained on record; for all other purposes their translations in local language shall be used: Provided that such use of local language ensures maximum economy and efficiency in the procurement.
	11.3	In case of Dispute reference shall be made to the original documentation retained on the record.
l. **Documents and Sample(s) Constituting the Bid**	**12.1**	The Bid prepared by the Bidder shall constitute the following components: - (a) Form of Bid and Bid Prices completed in accordance with ITB 15 and 16; (b) Details of the Sample(s) where applicable and requested in the BDS. (c) Documentary evidence established in accordance with ITB 14 that the Bidder is eligible and/or qualified for the subject bidding process; (d) Documentary evidence established in accordance with ITB 14.3(a) that the Bidder has been authorized by the manufacturer to deliver the therapeutic goods into Pakistan, where required and where the supplier is not the manufacturer of those therapeutic goods; (e) Documentary evidence established in accordance with ITB 13 that the goods and related services to be supplied by the Bidder are eligible therapeutic goods and services, and conform to the Bidding Documents; (f) Documentary evidence of manufacturing license and GMP

		certificates; (g) Quality Control Procedures; (h) Capacity of the Manufacturer; (i) Bid security or Bid Securing Declaration furnished in accordance with ITB 19; (j) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and (k) Any other document required in the BDS.
	12.2	Where a sample(s) is required by a Supply Chain Management Directorate, the sample shall be: (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; (b) carriage paid; (c) received on, or before, the closing time and date for the submission of bids; and (d) evaluated to determine compliance with all characteristics listed in the BDS.
	12.3	The Supply Chain Management Directorate shall retain the sample(s) of the successful Bidder. A Supply Chain Management Directorate shall reject the Bid if the sample(s)- (a) do(es) not conform to all characteristics prescribed in the bidding documents; and (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
	12.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the therapeutic goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	12.5	Samples made up from materials supplied by a Supply Chain Management Directorate shall not be returned to a Bidder nor shall a Supply Chain Management Directorate be liable for the cost of making them.
	12.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Supply Chain Management Directorate till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law). The sample shall be the property of the Supply Chain Management Directorate and shall dispose of such sample in such manner as described by the Drug Regulatory Authority of Pakistan.
m. **Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents**	**13.1**	Pursuant to ITB 13, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all therapeutic goods and related services which the Bidder proposes to deliver.
	13.2	The documentary evidence of the eligibility of the therapeutic goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	13.3	The documentary evidence of conformity of the therapeutic goods and related services to the Bidding Documents may be in the form of literature,

		drawings, and data, and shall consist of: (a) a detailed description of the essential technical specifications and performance characteristics of the Therapeutic Goods; (b) an item-by-item commentary on the Supply Chain Management Directorate's Technical Specifications demonstrating substantial responsiveness of the Therapeutic Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; (c) any other procurement specific documentation requirement as stated in the BDS.
	13.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of therapeutic goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the therapeutic goods by the Supply Chain Management Directorate.
	13.5	For purposes of the commentary to be furnished pursuant to ITB 13.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Supply Chain Management Directorate in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Supply Chain Management Directorate's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	13.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
n. **Documents Establishing Eligibility and Qualification of the Bidder**	**14.1**	Pursuant to ITB 12, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	14.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Supply Chain Management Directorate that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	14.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Supply Chain Management Directorate that: (a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the therapeutic goods' Manufacturer or producer to deliver the goods in Pakistan; (b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. (c) in the case of a Bidder not doing business within Pakistan, the Bidder is

		or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's obligations prescribed in the Conditions of Contract and/or Technical Specifications. (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
o. **Form of Bid**	**15.1**	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
p. **Bid Prices**	**16.1**	The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 16 or exclusively mentioned hereafter in the bidding documents.
	16.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	16.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: (a) where there is only one (substantially) responsive bidder, or (b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the Supply Chain Management Directorate may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	16.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 16.1 shall be the total price of the Bid.
	16.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the therapeutic goods it proposes to deliver under the contract.
	16.6	Prices indicated on the Price Schedule shall be entered separately in the following manner: (a) For therapeutic goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): (1) The price of the therapeutic goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: i. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or ii. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. (2) All applicable taxes which will be payable on the therapeutic goods

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

		date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. Currency of the contract shall be as described in the BDS.
	17.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	17.4	Bidders may be required by the Supply Chain Management Directorate to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 17.1.
r. **Bid Validity Period**	**18.1**	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Supply Chain Management Directorate. A Bid valid for a shorter period shall be rejected by the Supply Chain Management Directorate as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	18.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Supply Chain Management Directorate may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 19 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 19 in all respects.
	18.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
s. **Bid Security or Bid Securing Declaration**	**19.1**	Pursuant to ITB 12, unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Supply Chain Management Directorate and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms).
	19.2	The Bid Security or Bid Securing Declaration is required to protect the Supply Chain Management Directorate against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 19.9.
	19.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: (a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Supply Chain Management

		Directorate and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; (b) A Call deposit receipt or cash deposit receipt (CDR) (c) Another security if indicated in the BDS
	19.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Supply Chain Management Directorate prior to the Bid submission.
	19.5	The Bid Security shall be payable promptly upon written demand by the Supply Chain Management Directorate in case any of the conditions listed in ITB 19.9 are invoked.
	19.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 19.1 or 19.3 shall be rejected by the Supply Chain Management Directorate as non-responsive, pursuant to ITB 29.
	19.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Supply Chain Management Directorate pursuant to ITB-18. The Supply Chain Management Directorate shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents; (c) the rejection by the Supply Chain Management Directorate of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.
	19.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 42, or furnishing the performance security (or guarantee), pursuant to ITB 43.
	19.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: (a) if a Bidder: (1) Withdraws its Bid during the period of Bid Validity as specified by the Supply Chain Management Directorate, and referred by the bidder on the Form of Bid except as provided for in ITB 18.2; or (2) does not accept the correction of errors pursuant to ITB 31.3; or (b) In the case of a successful Bidder, if the Bidder fails: (1) To sign the contract in accordance with ITB 42; or (2) To furnish performance security (or guarantee) in accordance with ITB 43.
t. **Alternative Bids by Bidders**	**20.1**	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be

		considered, unless specifically allowed for in the BDS. If so allowed, ITB 20.2 shall prevail.
	20.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for delivery of goods.
	20.3	If so allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Supply Chain Management Directorate, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Supply Chain Management Directorate.
u. **Bid Security Validity**	**21.1**	Bid security submitted shall be valid for a period specified in the BDS
v. **Format and Signing of Bid**	**22.1**	The Bidder shall prepare an original and the 2 x copies of the Bid as indicated in the BDS, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail:
	22.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
SUBMISSION OF BIDS		
w. **Sealing and Marking of Bids**	**23.1**	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: (a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. (b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 22.2.
	23.2	The inner and outer envelopes shall: (a) Be addressed to the Gate no 5 Heavy Industries Taxila at the address

		provided in the Bidding Data; (b) Bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data pursuant to ITB 24.1. (c) In addition to the identification required in Sub- Clause 22.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.25
	23.3	If all envelopes are not sealed and marked as required by ITB 23.2, ITB 23.3 and ITB 23.4 or incorrectly marked, the Supply Chain Management Directorate will assume no responsibility for the misplacement or premature opening of Bid.
x. **Deadline for Submission of Bids**	**24.1**	Bids shall be received by the Supply Chain Management Directorate no later than the date and time specified in the BDS.
	24.2	The Supply Chain Management Directorate may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 10, in which case all rights and obligations of the Supply Chain Management Directorate and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
y. **Late Bids**	**25.1**	The Supply Chain Management Directorate shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24.
	25.2	Any Bid received by the Supply Chain Management Directorate after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
z. **Modification, Substitution and Withdrawal of Bids**	**26.1**	A Bidder may modify or substitute or withdraw its Bid after it has been submitted, provided that written notice of the modification, substitution or withdrawal of the Bid, is received by the Supply Chain Management Directorate prior to the deadline for submission of Bids.
	26.2	The Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched with the outer and inner envelopes additionally marked "MODIFICATION" "SUBSTITUTION" or "WITHDRAWAL" as appropriate. The notice may also be sent postmarked no later than the deadline for submission of Bids.
	26.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bids. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.
	26.4	No Bids may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidder forfeiture of its Bid security or execution of the Bid Securing Declaration

OPENING AND EVALUATION OF BIDS		
aa. **Opening of Bids**	**27.1**	The Supply Chain Management Directorate will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a Index Sheet as proof of their attendance.
	27.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	27.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	27.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	27.5	In case of Single Stage Two Envelope Procedure, the Board of Officers will open the **Technical Proposals** in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Supply Chain Management Directorate until the specified time of their opening.
	27.6	The envelopes holding the **Technical Proposals** shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Supply Chain Management Directorate may consider appropriate.
	27.7	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	27.8	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any

		un-read information by the sent Bidder's representative shall indemnify the Supply Chain Management Directorate against any claim or failure to read out the correct information contained in the Bidder's Bid.
	27.9	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 25.
	27.10	The Supply Chain Management Directorate shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	27.11	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	27.12	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	27.13	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the Supply Chain Management Directorate, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
bb. **Confidentiality**	**28.1**	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	28.2	Any effort by a Bidder to influence the Supply Chain Management Directorate processing of Bids or award decisions may result in the rejection of its Bid.
	28.3	Notwithstanding ITB 28.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Supply Chain Management Directorate on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
cc. **Clarification of Bids**	**29.1**	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Supply Chain Management Directorate may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Supply Chain Management Directorate shall not be considered.
	29.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Supply Chain Management Directorate

		in the evaluation of Bids should be sought in accordance with ITB 31.
	29.3	The alteration or modification in the bid which in any affect the following parameters will be considered as a change in the substance of a bid: (a) Evaluation & qualification criteria; (b) Required scope of work or specifications; (c) All securities requirements; (d) Tax requirements; (e) Terms and conditions of bidding documents. (f) Change in the ranking of the bidder
	29.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Supply Chain Management Directorate on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
dd. **Preliminary Examination of Bids**	**30.1**	Prior to the detailed evaluation of Bids, the Supply Chain Management Directorate will determine whether each Bid: (a) Meets the eligibility criteria defined in ITB 3 and ITB 4; (b) Has been prepared as per the format and contents defined by the Supply Chain Management Directorate in the Bidding Documents; (c) Has been properly signed; (d) Is accompanied by the required securities; and (e) Is substantially responsive to the requirements of the Bidding Documents. The Supply Chain Management Directorate's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	30.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - (a) Affects in any substantial way the scope, quality, or performance of the Services; (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Supply Chain Management Directorate's rights or the Bidders obligations under the Contract; or (c) If rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. (d) Failure to sign the bid form and price schedules by the authorized person or persons; (e) Failure to satisfy eligibility requirements; (f) Failure to submit a bid security as specified in the biding documents; (g) Failure to satisfy the bid validity period; (h) Inability to meet the critical delivery schedule or work schedule clearly specified in the biding documents, where such schedule is a crucial condition with which bidders must comply; (i) Failure to comply with minimum experience criteria as specified in the biding documents; (j) Conditional Bids such as conditions in a bid which limit the bidder's responsibility to accept an award; (k) Stipulating price adjustment when fixed price Bids were invited; (l) Subcontracting in a substantially different amount or manner than

		that permitted; (m) Failure to submit major supporting documents required by the biding documents to determine substantial responsiveness of a bid
	30.3	The Supply Chain Management Directorate will confirm that the documents and information specified under ITB 12, 13 and 14 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	30.4	The Supply Chain Management Directorate may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Supply Chain Management Directorate either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Supply Chain Management Directorate. Examples of minor informalities or irregularities include failure of a bidder to – (a) Submit the number of copies of signed bids required by the invitation; (b) Furnish required information concerning the number of its employees; (c) The firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.
	30.5	Provided that a Technical Bid is substantially responsive, the Supply Chain Management Directorate may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	30.6	Provided that a Technical Bid is substantially responsive, the Supply Chain Management Directorate shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	30.7	If a Bid is not substantially responsive, it will be rejected by the Supply Chain Management Directorate and may not subsequently be evaluated for complete technical responsiveness.
ee. **Examination of Terms and Conditions; Technical**	**31.1**	The Supply Chain Management Directorate shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or

Evaluation		reservation.
	31.2	The Supply Chain Management Directorate shall evaluate the technical aspects of the Bid submitted in accordance with ITB 23, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	31.3	If after the examination of the terms and conditions and the technical evaluation, the Supply Chain Management Directorate determines that the Bid is not substantially responsive in accordance with ITB 31, it shall reject the Bid.
ff. **Correction of Errors**	**32.1**	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - (a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Supply Chain Management Directorate there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and (c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. (d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	32.2	The amount stated in the Bid will, be adjusted by the Supply Chain Management Directorate in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 19.9.
gg. **Conversion to Single Currency**	**33.1**	To facilitate evaluation and comparison, the Supply Chain Management Directorate will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	33.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **BDS**.
hh. **Evaluation of Bids**	**34.1**	The Concerned Project and Supply Chain Management Directorate shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to **ITB 30**.

	34.2	In evaluating the Technical Proposal of each Bid, the Concerned Project shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	34.3	The Supply Chain Management Directorate's evaluation of a Bid will take into account: (a) In the case of therapeutic goods manufactured in Pakistan or therapeutic goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder; (b) In the case of therapeutic goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
	34.4	The comparison shall be between the EXW price of the therapeutic goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the therapeutic goods, and named port of destination, border point, or named place of destination~~)~~ in accordance with applicable INCOTERM in the price of the therapeutic goods offered from outside Pakistan.
	34.5	In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 16.1, take account of one or more of the following factors as specified in the **BDS**, and quantified in ITB 33.5: (a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the therapeutic goods to their final destination. (b) Delivery schedule offered in the Bid; (c) Deviations in payment schedule from that specified in the Special
		Conditions of Contract; (d) The cost of components, mandatory spare parts, and service; (e) The availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; (f) The projected operating and maintenance costs during the life of the equipment; (g) The performance and productivity of the equipment offered; and/or (h) Other specific criteria indicated in the **TBS** and/or in the Technical Specifications.
	34.6	For factors retained in **BDS**, pursuant to ITB 34.4 one or more of the following quantification methods will be applied, as detailed in the **BDS**: (a) Inland transportation from EXW/port of entry/border point, Insurance and incidentals. (b) Inland transportation, insurance, and other incidental costs for delivery of the therapeutic goods from EXW/port of entry/border point to Project Site named in the **BDS** will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be

added by the Supply Chain Management Directorate to EXW or as per applicable INCOTERM price.

(c) *Delivery schedule.*

i) The Supply Chain Management Directorate requires that the therapeutic goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the therapeutic goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other Bids by applying a percentage, specified in the **BDS**, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.

Or

ii) The therapeutic goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the **BDS**, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

(iii) The therapeutic goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the **BDS**, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.

(d) *Deviation in payment schedule.*

i) Bidders shall state their Bid price for the payment schedule outlined in the **SCC.** Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Supply Chain Management Directorate may consider the alternative payment schedule offered by the selected Bidder.

Or

ii) The **SCC** stipulates the payment schedule offered by the Supply Chain Management Directorate. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Supply Chain Management Directorate, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the **BDS.**

(e) *Specific additional criteria.*

		Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **BDS** and/or the Technical Specifications.
	34.7	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the **BDS.**
ii. **Domestic Preference**	**35.1**	If the **BDS** so specifies, the Supply Chain Management Directorate will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
jj. **Determination of Most Advantageous Bid**	**36.1**	In case where the Supply Chain Management Directorate adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	36.2	The Supply Chain Management Directorate may adopt the Quality & Cost Based Selection Technique due to the following reasons: i. In addition to the mandatory requirements and mandatory technical specifications, requires parameters **specified in Evaluation Criteria** to be evaluated while determining the quality of the therapeutic goods: ii. In such cases, the Concerned Project may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
kk. **Post-qualification of Bidder and/or Abnormally Low Financial Proposal**	**37.1**	Where the Bid price is considered to be abnormally low, the Concerned Project shall perform price analysis either during determination of Most Advantageous Bid. The following process shall apply: (a) The Concerned Project may reject a Bid if the Concerned Project has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; (b) Before rejecting an abnormally low Bid the Concerned Project shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low; (c) The decision of the Concerned Project to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned; (d) The Concerned Project shall not incur any liability solely by rejecting abnormally Bid; and (e) An abnormally low Bid means, in the light of the Concerned Project estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit. Guidance for Concerned Project:

		In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity: (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	37.2	The Concerned Project will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 14.3.
	37.3	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 14.3, as well as such other information as the Concerned Project deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	37.4	Supply Chain Management Directorate may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	37.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Concerned Project will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
AWARD OF CONTRACT		
ll. **Criteria of Award**	**38.1**	Subject to ITB 37 and 39, the Supply Chain Management Directorate will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: (a) Eligible in accordance with the provisions of ITB 3; (b) Is determined to be qualified to perform the Contract satisfactorily; and (c) Successful negotiations have been concluded, if any.
mm. **Negotiations**	**39.1**	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: (a) A minor alteration to the technical details of the statement of requirements; (b) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents;

		(c) A minor amendment to the special conditions of Contract; (d) Finalizing payment arrangements; (e) Delivery arrangements; (f) The methodology for provision of related services; or (g) Clarifying details that were not apparent or could not be finalized at the time of Bidding;
	39.2	Where negotiation fails to result into an agreement, the Supply Chain Management Directorate may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Supply Chain Management Directorate shall not reopen earlier negotiations.
nn. **Supply Chain Management Directorate's Right to reject All Bids**	**40.1**	Notwithstanding **ITB 38**, the Supply Chain Management Directorate reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Supply Chain Management Directorate the justification of those grounds.
	40.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	40.3	The Supply Chain Management Directorate shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
oo. **Supply Chain Management Directorate's Right to Vary Quantities at the Time of Award**	**41.1**	The Supply Chain Management Directorate reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
pp. **Notification of Award**	**42.1**	Prior to the award of contract, the Supply Chain Management Directorate shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	42.2	Where no grievance have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Supply Chain Management Directorate prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance / contract signing will state the sum that the Supply Chain Management Directorate will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
qq. **Signing of Contract**	**43.1**	Promptly after notification of award, Supply Chain Management Directorate shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	43.2	Immediately after the Redressal of grievance by the GRC, and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the Supply Chain Management Directorate shall

		sign the contract.
	43.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
rr. **Performance Guarantee**	**44.1**	After the receipt of the Letter of Acceptance / Contract, the successful Bidder, within the specified time, shall deliver to the Supply Chain Management Directorate a Performance Guarantee in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance / contracts and in accordance with the Conditions of Contract.
	44.2	If the Performance Guarantee is provided by the successful Bidder and it shall be in the form specified in the **BDS** which shall be in any of the following: (a) Call deposit receipt or Cash deposit receipt or Bank Guarantee; (b) Irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; (c) Bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
	44.3	Failure of the successful Bidder to comply with the requirement of **ITB 44.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Supply Chain Management Directorate may make the award to the next ranked Bidder or call for new Bids.
ss. **Advance Payment**	**45.1**	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 45.2.
	45.2	The Supply Chain Management Directorate will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section I. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Supply Chain Management Directorate's "Notice to Commence" as specified in the **SCC**.
tt. **Arbitrator**	**46.1**	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
uu. **Corrupt & Fraudulent Practices**	**47.1**	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM		
vv. **Constitution of Grievance Redressal**	**48.1**	Technical Directorate, Heavy Industries Taxila shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
ww. **GRC Procedure**	**49.1**	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	49.2	Any Bidder feeling aggrieved by any act of the Supply Chain Management Directorate after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	49.3	In case, the complaint is filed against the technical evaluation report, the Supply Chain Management Directorate shall halt the procurement proceedings till final decision.
	49.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
	49.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	49.6	Any bidder or the Supply Chain Management Directorate not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	49.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	49.8	The committee shall call the record from the concerned Supply Chain Management Directorate or the GRC as the case may be, and the same shall be provided within prescribed time.
	49.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	49.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

MECHANISM OF BLACKLISTING

xx. **Mechanism of Blacklisting**	**50.1**	The Supply Chain Management Directorate shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: (1) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; (2) Fails to perform his contractual obligations; and (3) Fails to abide by the id securing declaration;
	50.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Supply Chain Management Directorate proposes to debar the bidder or contractor from participating in any public procurement of the Supply Chain Management Directorate; and (c) the statement, if needed, about the intention of the Supply Chain Management Directorate to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	50.3	The Supply Chain Management Directorate shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	50.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Supply Chain Management Directorate may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Supply Chain Management Directorate shall decide the matter on the basis of available record and personal hearing, if availed.
	50.5	In case the bidder or contractor submits written reply of the show cause notice, the Supply Chain Management Directorate may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	50.6	The Supply Chain Management Directorate shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Supply Chain Management Directorate for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	50.7	The Supply Chain Management Directorate shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	50.8	The Supply Chain Management Directorate shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.

	50.9	Such blacklisting or barring action shall be communicated by the Supply Chain Management Directorate to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Supply Chain Management Directorate.
	50.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.
	50.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the Supply Chain Management Directorate. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	50.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

REGISTRATION PROCESS

yy. Provisional Registration

51.1 **Provisional Registration** In the light of DPP&I-35 Chapter XXVI Section IV Provisional Registration Participating firm may be provided registration certificate if firm is already register with this organization. Otherwise firm should be deposit following documents and apply for provisional registration with this organization before complete process of contract: Firm should be provisional registered with this organization before signing of contract.

Ser	Local Supplier	Foreign Supplier
a.	Six filled copies of SVA-8121	Six filled copies of SVA-8121
b.	Six filled copies of SVA-8121-A of each member of the management	Six filled copies of SVA-8121-A of each member of the management.
c.	Six copies of CNIC for each member of the management.	Six copies of Resident Card or equivalent identification Card for each member of the management.
d.	Three PP Size photographs for each member of the management	Three PP Size photographs for each member of the management
e.	Challan form	Challan form
f.	Bank statement for last one year	Financial standing / audit balance sheet
g.	Photocopy of NTN or NTN number	Photocopy of passport
h.	Authorization letter from the MD/CEO in case contract is being signed by another person on his behalf	Authorization letter from the MD/CEO in case contract is being signed by another person on his behalf
i.	Foreign Principal Agency Agreement in case of local	Agency Agreement in case of Trading House/ Company/Exporter/Stockists etc

		agent
	51.2	Contract will be award to those firms who are provisionally registered with this organization or Registered with organization. Those firms who are already provisional with organization may be got permanent registration certificate with in time.
	51.3	If firm failed to register with this organization, this will be liable to reject during participation of firm in bidding process.
zz. Relationship declaration	**51.1**	Participating bidder will provide certificate as per format attached at Page 56 for conflict of interest as per following:- Family members including an individual's spouse, siblings (whether of whole or half blood), children (natural or adopted), parents, grandparents, spouses of siblings (i.e brothers and sisters), children, grandchildren, great grandchildren and any member living in the same home as the individuals.
aaa. Conflict of Interest	**52.1**	**Conflict of Interest** Applicant shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the HIT for execution of subsequent contract or call off contract(s). Firm may be considered to have a conflict of interest if they have a close business or family relationship with such professional staff of the HIT (or a recipient of a part of the funds) who: a. Are directly or indirectly involved in the preparation of the prequalification documents or bidding documents or specifications of the bidding document / contract and or the prequalification or bid evaluation process of such contract; or b. Would be involved in the implementation or supervision of such contract, unless the conflict stemming from such relationship has been resolved throughout the procurement process, bidding process during the execution of the contract. c. Have any blood relation, or family member serving in HIT permanent basis or on contract that can directly or indirectly be involved in preparation of bidding documents or can amidst in any part of the bidding process is termed to have conflict of interest. d. An Applicant that has been declared debarred or blacklisted shall be ineligible to be prequalified to bid or enter into any contract for such period of time and for such type of procurement for which he has been declared debarred or blacklisted. The list of debarred firms and individuals is available PPRA's website. e. An Applicant shall provide such documentary evidence for determining the eligibility of the applicant to the reasonable satisfaction of the HIT. f. An Applicant may be ineligible if they are national of ineligible countries as indicated in section V. g. Declaration certificate attached at Section-F & G

SECTION - C

BID DATA SHEET

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
a.	**1.1**	Supply Chain Management Directorate The subject of procurement is: [**Items for Lab Department**] Commencement date for delivery of Therapeutic Goods (DP): [**02 x Months**]
b.	**2.1**	Financial year for the operations of the Supply Chain Management Directorate: [____] Name of Project [_____] Name of financing institution: [_____]
c.	**3.1**	Maximum number of members in the joint venture, consortium or association shall be: [N/A].
d.	**4.1**	Ineligible Source country(s) are India and Israel
e.	**4.5**	Demonstration of authorization by manufacturer: [*required*]
B. Bidding Documents		
f.	**7.1**	The bid shall be for selective items
g.	**9.1**	The address for clarification of Bidding Documents is [Assistant Director (Procurement), Supply Chain Management Directorate Heavy Industries Taxila – Email address scm.for_hit@margallahil.comFax No. 0519315029]
	9.5	Pre-bid meeting will be/will not be held [*Tick the appropriate*] If yes write down the venue, time, and date of the pre-Bid meeting: [Venue: Supply Chain Management Directorate HIT Taxila] [Time: 1100 hours] [Date: ____2026]
C. Preparation of Bids		
h.	**11.1**	The Language of all correspondences and documents related to the Bid is: *English*
i.	**12.1(b)**	Detail of sample(s) to be submitted with the Bid are: [_____*specify form of sample(s)*]
j.	**12.1 (k)**	In addition to the documents stated in **ITB 12,** the following documents must be included with the Bid (1) Photocopy of Registration / Pre-qualification / Indexation letter issued by the HIT. (2) Attested copy of Registration certificate issued by Sales Tax Department, copy of NTN certificate. (3) Audit report of last 3 x FYs. (4) Attested Bank Statement for last one year. (5) Attested copy of CNIC of MD. (6) Trade link between firm and OEM (in case of distributor / agent). (7) Certificate on a judicial paper worth Rs 100 duly attested by Oath Commissioner that firm is neither defaulter nor blacklisted by any Govt Org directly or indirectly.

<table>
<tr><td></td><td></td><td>(8) Detail of list of contracts last 3 x FYs / works experience with Govt / Semi Govt Org.
(9) Copy of registration letter with Govt / Semi Govt organization (if any).
(10) Postal order of Rs 2,000/- should be enclosed with Technical Bid in favour of Director Supply Chain Management Directorate.
(11) DRAP valid license.</td></tr>
<tr><td>k.</td><td>12.2 (d)</td><td>Characteristics [List if any]</td></tr>
<tr><td>l.</td><td>13.3 (c)</td><td>Other procurement specific documentation requirements are: [specify the requirements].</td></tr>
<tr><td>m.</td><td>14.3 (b)</td><td>The qualification criteria required from Bidders in ITB 14.3(b) is modified as follows:
<table>
<tr><th>Ser</th><th>Description</th><th>Maximum Points</th><th>Passing Marks</th></tr>
<tr><td colspan="2">a. Performance Evaluation</td><td></td><td></td></tr>
<tr><td>(1)</td><td>Financial Soundness</td><td>15</td><td>7.5</td></tr>
<tr><td>(2)</td><td>Past Experience / Record</td><td>15</td><td>7.5</td></tr>
<tr><td>(3)</td><td>Past Performance</td><td>20</td><td>10</td></tr>
<tr><td colspan="2">Sub Total</td><td>50</td><td>25</td></tr>
<tr><td colspan="2">b. Technical Evaluation</td><td></td><td></td></tr>
<tr><td>(1)</td><td>Technical Evaluation Parameters</td><td>50</td><td>35</td></tr>
<tr><td colspan="2">Total</td><td>100</td><td>60</td></tr>
</table>
The Bidder is required to include with its Bid, documentation from the manufacturer of the therapeutic goods, that it has been duly authorized to deliver, in Pakistan, the therapeutic goods indicated in its Bid.</td></tr>
<tr><td>n.</td><td>16.7 (a) (iii), (iv) (optional)</td><td>For therapeutic goods manufactured from within Pakistan the price quoted shall be consignee address including all transportation charges etc.</td></tr>
<tr><td>o.</td><td>16.8</td><td>The price shall be fixed.</td></tr>
<tr><td>p.</td><td>17.1 (a)</td><td>(1) For therapeutic goods and related services originating in Pakistan the currency of the Bid shall be Pakistani Rupees;</td></tr>
<tr><td>q.</td><td>17.2</td><td>For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.</td></tr>
<tr><td>r.</td><td>18.1</td><td>The Bid Validity period shall be [180] days.</td></tr>
<tr><td>s.</td><td>19.1</td><td>The amount of Bid Security shall be (insert amount)
The currency of the Bid Security shall be: …….[Insert currency].
Or
Indicate whether Bid Securing Declaration is applicable ……. [insert “Yes” or “No”]</td></tr>
<tr><td>t.</td><td>19.3</td><td>The Bid Security shall be in the form of: [CDR or Bank Guarantee]</td></tr>
<tr><td>u.</td><td>19.3 (c)</td><td>Other forms of security are:[N/A]</td></tr>
<tr><td>v.</td><td>20.1</td><td>Alternative Bids to the requirements of the Bidding Documents [insert "will" or "will not,' as appropriate] be permitted with respect to [describe the alternatives to be permitted, or delete, as appropriate]</td></tr>
<tr><td>w.</td><td>21.1</td><td>The Bid Security shall be Valid for (One Year)</td></tr>
<tr><td>x.</td><td>22.1</td><td>The number of copies of the Bid to be completed and returned shall be [02 x</td></tr>
</table>

		copies].
y.	**22.2**	Written confirmation of authorization are: *[list acceptable confirmation of authorizations]]*

D. Submission of Bids

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

E. Opening and Evaluation of Bids

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

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

SECTION – D

ELIGIBLE COUNTRIES

1. All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

2. Following countries are ineligible to participate in the procurement process:

   a. India
   b. Israel

3. Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

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

SECTION - E

SCHEDULE OF REQUIREMENTS
TECHNICAL SPECIFICATIONS

Schedule of Requirements Delivery Schedule

1. The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery at consignee premises, or.

2. This tender is fully on package deal. Interested firm should participate in complete package, If any firm quoted a single item the firm will liable to be rejected.

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

(Haematology Deptt: (On Reagent Rental Basis) Only OEM / Sole Distributor)

Ser	IT Ser	Nomenclature	A/U	Company /Brand	Qty Required
1.	139	M-52 D Diluent	Pack	Mindray/Equivalent	60
2.	140	M-52 D LH Lyse	Bott	Mindray/Equivalent	120
3.	141	M-52 D Diff Lyse	Bott	Mindray/Equivalent	120
4.	142	Mindray Control	Vial	Mindray/Equivalent	6
5.	143	Mindray Probe Cleaner	Vial	Mindray/Equivalent	12

Note:

a. Failure to complete the intended supplies even after (insert number 60 of days) days will result in the forfeiture of performance security and the company/firm/supplier may be blacklisted.

b. The supplies should be delivered with clear marking **"for HIT Hosp use only".**

c. Short Dated Stocks (expiry of within 6 months) would be replaced within one month of being notified.

TECHNICAL QUOTATION FORMAT – 2026-27

Ser	IT Ser	Nomenclature	A/U	Packing	Coy /Make	Remarks
			As per required Product List			

FINANCIAL QUOTATION FORMAT- 2026-27

Ser	IT Ser	Nomenclature	A/U	Packing	Coy /Brand	Unit Price Excl GST	18% GST	Unit Price Incl GST
			As per required Product List					

SECTION – F

UNDERTAKING

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

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

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

_____
Signature of the Applicant

Place: _____ Name: _____
(In block letters)

Office Stamp: Designation: _____

Date: _____

SECTION – G

DECLARATION CERTIFICATE
UNDERTAKING

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

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

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

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

_____

CEO/MD
Name Company firm

TECHNICAL SPECIFICATIONS

Notes for Preparing the Technical Specifications

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

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

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

Purpose of Technical Specification:

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

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

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Supply Chain Management Directorate without qualifying their bids. The sample text provided in this section should serve as guidance only. This text is not intended to be used verbatim since technical specifications specific to each procurement should be drafted by the

Supply Chain Management Directorate for inclusion in the biding documents. In the context of international competitive bidding (ICB) among qualified firms, the specifications must be drafted to permit the widest possible competition. The technical specifications establish the requirements for good manufacturing practices (GMPs), pharmacopoeia standards, nomenclature, and description required for each product, shelf life and package expiration date parameters, labeling instructions, packaging instructions, GMP and quality assurance certificates required, and other evidence of product quality to be submitted with the bid and with each shipment. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated,

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

TECHNICAL SPECIFICATIONS OF PHARMACEUTICALS

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

		1.5	Not only the pharmaceutical item, but also packaging and labeling components (e.g., bottles, closures, and *labeling)* should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the Pakistan. All packaging must be properly sealed and tamper-proof *and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the Drug Regulatory Authority of Pakistan (DRAP). The Supply Chain Management Directorate should specify any additional special requirements.*
2.	Product packaging	**2.1**	Drug Rule 1986 (labeling and Packaging rule) framed under Drug Act 1976 shall be followed for labeling and packaging.
		2.2	Packaging of the product shall comply with DRAP GMP standards. Primary packaging – • Sterile or non-sterile as appropriate. E.g. for sterile items, transparent film to allow clear identification of the content – sachet, plastic box, peel-off sachet; • For pharmaceutical products in tablets/capsule. For item with tablets/capsules or less, it shall be preferably in blister pack. • Glass containers will not be accepted above a maximum of 250 ml. • Glass bottles must be separated by criss-cross box dividers or box partitions or be packed individually in cartons. • For glass ampoules, single ended, break-off necks are required. • Primary packaging must bear appropriate labels providing content and usage information
		2.3	Secondary packaging – to protect the primary packaging – e.g. cardboard, rigid wrapping.
		2.4	All the requirement of the labeling and packaging rule 1986 including the name of drug/medicine both brand and generic name, equally prominent should be printed/written in indelible ink both in English and Urdu on the outer cartons and each pack, bottle, blister, tube.
		2.5	Therapeutic Goods requiring refrigeration or freezing *or those that should not fall below a certain minimum temperature for* stability must specifically indicate storage requirements on labels and Packed and be supplied in special vehicle with packing to ensure stability in transit from point of shipment or transport.
3.1	**Labeling Instructions**	**3.1**	The label of the primary packing for each pharmaceutical and vaccine products shall meet the GMP standard of the DRAP and include: Primary packaging shall be imprinted with the following: a. Name of manufacturer; b. Address of manufacturer's manufacturing site; c. Article reference of the manufacturer and the supplier; d. Details to identify device (in English, French and Spanish): description, composition as appropriate; e. Batch number prefixed by the word "LOT" f. Items with limited shelf life: expiry date using the words "use before (month)/(year) or prefixed by "EXP" g. Items without expiry date: the date of manufacture (year) prefixed by the harmonized symbol, unless information already incorporated into the batch number or serial number h. For single use items, the words "DO NOT RE-USE" or "FOR SINGLE USE" i. For sterile items, the word "STERILE" l, plus a warning, advising to "check the integrity of the sterile packaging before use."

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

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

SECTION - H

EVALUATION AND QUALIFICATION CRITERIA
(SAMPLE)

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

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

Ser	Description	Max Points	Explanation for Marks Obtained	Remarks
(1)	Annual turnover of last 3 x Financial Years	5	Marks will be calculated as per the formula: - $\text{Score} = \frac{(Y1+Y2+Y3) * 5}{(3 * X)}$ • Y1,Y2,Y3 respective annual turnovers of last three years • X= Last purchased rate / estimated value of the quoted items available with HIT.	• Third Party generated verifiable audit reports for last three financial years to be provided for minimum of upto Rs 5 Mn • Else Income Tax returns for last 3 x financial years, fully verified by ITO of the circle.
(2)	Working Capital of last three years	10	Marks will be calculated as per the formula: - $\text{Score} = \frac{(Y1+Y2+Y3) * 10}{(3 * X)}$ • Y1, Y2 and Y3 being respective working capitals of last three years. • X= Last Purchase Rate / Estimated value of the quoted items Available with HIT.	
(3)	Litigation history where decision went against the firm	-	One mark will be deducted for each litigation history, if any, where decision went against the firm	Affidavit on judicial stamp paper
	Total	**15**		

b. **Past Experience / Past Record**

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

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

Ser	Description	Max Points	Maximum Points

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

d. **Parameters (Project Technical Evaluation)**

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

	hours when informed by hospital		
	Total	**50**	

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

SECTION - I

STANDARD FORMS
LETTER OF BID

Date of this Bid submission: [_____ Wednesday, ___ *September,* _____*Year*]
RFB No.: _____[*insert number of Bidding process*]
Request for Bid No.: [_____] Bid No
Alternative No.: [_____] i*nsert identification No if this is a Bid for an alternative*]

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

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

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

In submitting our Bid we make the following declarations:

1. **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
3. **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Supply Chain Management Directorate based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Supply Chain Management Directorate's country in accordance with ITB 4;
4. **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];
5. **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:
   In case of only one lot, the total price of the Bid is [*insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies*];
   In case of multiple lots, the total price of each lot is [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*];
   In case of multiple lots, total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];
6. **Discounts:** The discounts offered and the methodology for their application are:
   a. The discounts offered are: [*Specify in detail each discount offered*]
   b. The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
7. **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
8. **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

9. **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
10. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Supply Chain Management Directorate. Further, we are not ineligible under Pakistan laws;
11. **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of*];
12. **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
13. **Not Bound to Accept**: We understand that you are not bound to accept the the Most Advantageous Bid or any other Bid that you may receive; and
14. **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

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

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

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

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

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

Bidder Information Form

Date: *[insert date (as day, month and year) of Bid submission*]
No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*
Page _____ of_ _____ pages

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

COMMERCIAL OFFER
Price Schedule
Therapeutic Goods Manufactured Pakistan, or to be Imported

Purchaser's Country _____	Currencies in accordance with ITB 17	Date:_____ RFB No: _____ Alternative No: _____ Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Therapeutic Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Therapeutic Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 16.7	Total Price per line item (Col. 6+7)
[insert number of the item]	*[insert name of therapeutic Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]*	*[insert sales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
								Total Price	

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

Form of Bid Security

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

[Guarantor letterhead or SWIFT identifier code]

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

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

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

Date: *[Insert date of issue]*

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

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

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

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

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

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

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

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

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

_____

[Signature(s)]

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

Form of Bid-Securing Declaration

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

Date: *[date (as day, month and year)]*
No.: *[number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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

We, the undersigned, declare that:

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

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

(a) Have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

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

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

Name of the Bidder*****_____

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

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____, _____

*****: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid
[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Letter of Acceptance

[Letter head paper of the Supply Chain Management *Directorate]*

[date]

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

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

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

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid submission]*
No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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

WHEREAS

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

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

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

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

Title: *[insert title]*

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

PART II
CONDITIONS OF THE CONTRACT

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

GENERAL CONDITIONS OF THE CONTRACT (GCC)

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

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

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

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

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

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

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

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

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

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

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

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

PART II
CONDITIONS OF THE CONTRACT

SECTION - K
SPECIAL CONDITIONS OF THE CONTRACT
(SCC)

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

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

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

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

		Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. (2) At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. (3) At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in [*Insert name of the city*] and proceedings will be conducted in – [*Specify language*] language. (4) The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. (5) Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. (6) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Supply Chain Management Directorate shall pay the Supplier any monies due to the Supplier.
	Notices (GCC Clause 38)	
20.	38.1	— Supply Chain Management Directorate's address for notice purposes: —Supplier's address for notice purposes:
	Effectiveness of the Contract (GCC Clause 39)	
21.	39.1	The Effective Date of the Contract is *[insert: **date of Contract signing** if EITHER: (i) the Therapeutic Goods have already been registered at the time of Contracting signing OR (ii) registration of the Therapeutic Goods is not a requirement under the Applicable Law. Otherwise, delete and insert **"NOT USED."**]*
	39.2	The time period shall be *[insert: **a number greater than 30]*** days. *[If not used, delete and insert **"NOT USED."**]*

PART II
CONDITIONS OF THE CONTRACT

SECTION - L:
CONTRACT FORMS

Form of Contract

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

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
   (a) This form of Contract;
   (b) the Form of Bid and the Price Schedule submitted by the Bidder;
   (c) the Schedule of Requirements;
   (d) the Technical Specifications;
   (e) the Special Conditions of Contract;
   (f) the General Conditions of the Contract;
   (g) the Supply Chain Management Directorate's Letter of Acceptance; and
   (h) [*add here: any other documents*]

3. In consideration of the payments to be made by the Supply Chain Management Directorate to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Supply Chain Management Directorate to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Supply Chain Management Directorate hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

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

Witness to the signatures of the Supplier: ……

Performance Guarantee Form

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

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

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

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

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

Integrity Pact

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

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

_____ _____

[Buyer] [Seller/Supplier]