Framework Contract for the Local Purchase of (Day to Day)/ LP Bulk Medicines & Disposable Surgical Items, for the Current Financial Year 2019-20

Senior Medical Officer /APMO
RHC Madrassa

Last dated Sale of tender 23-10-2019 at 10-00AM
Last date submission of tender 23-10-2019 at 11-00AM
Last date opening of tender 23-10-2019 at 11-30AM
TENDER NOTICE

The MS/SMO/APMO RHC Madrassa _District Bahawalnagar invite sealed bids from interested firm /agencies of well reputed with the financially sound back ground involved in running institutional Pharmacy business / Chain of Pharmacy /Medical Store, having a valid Retail drug sale License of form #09 for supply of drug medicine /surgical disposable & dialysis medicine for framework of contract of Local Purchase of Medicine (Day to Day)/LP Bulk for the financial year2019-20 as per described in the clause (VI) in policy and Operational Guidelines for local Purchase of Medicine by the Government of the Punjab Primary & Secondary Healthcare Punjab Lahore. *Or As per PPRA Rules 51. Association of consultant:-*

(1)An association of consultants may take either the form of a joint venture or a subcontract and such association may participate in procurement process with the permission of the procuring agency.

(2) Under a joint venture, all members, if awarded the contract, shall individually sign and be jointly and severally liable for the entire assignment and such an association may be known as a consortium, association or joint venture.

(5#2to 06) Sealed bids are invited from well reputed & registered firms Manufacturer /Sole Agents / distributors /and experienced Suppliers registered with Sales Tax (Filer) and Income Tax (Filer) Departments and involved in the business, for the Framework Contract for the procurement of, General Store / Insecticide Items, Linen Items, Laboratory items, Stationary & Printing Items, X-Ray Films & Chemicals for use of THQ Hospital Haroonabad under (DHA) Bahawalnagar for FY 2019-20 under Punjab Procurement Rules 2014 (amended up to date)

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Name of Tender</th>
<th>Last date of Purchased tender</th>
<th>Last date of submission of tender</th>
<th>Date of Opening tender</th>
<th>Estimated Cost</th>
<th>2% Bid Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>LP Medicine/LP Bulk/Dialysis &amp; Surgical Disposable Items</td>
<td>23-10-2019 at 10-00AM</td>
<td>23-10-2019 at 11-00AM</td>
<td>23-10-2019 at 11-30AM</td>
<td>1035000/-</td>
<td>20700</td>
</tr>
</tbody>
</table>

1. Interested bidders may get the bidding documents & detailed specifications from the Purchase cell O/o MS/SMO/APMO RHC Madrassa , on submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of Rs.1,000/- (One thousand only) for each set of bidding documents & detailed specifications.

2. Bidding documents including detailed specifications, terms & conditions shall be issued up to Last Date as mentioned in the advertisement during office hours. However, a copy of the bidding documents is also available for information only on the websites of PPRA (www.ppra.punjab.gov.pk) until the closing date for the submission of bids.

3. Sealed bids are required to be submitted by the interested bidders on Last Date as mentioned above the MS/SMO/APMO RHC Madrassa. The bids received till the stipulated date & time shall be opened on the same day at 11-30AM in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee. Bid Security of the 2% of the total estimated price (as determined by the procuring agency) in the shape of call Deposit I from any scheduled bank is required to be furnished with the Financial Bid & Photo copy attached with technical proposal otherwise bid will be rejected. Late bids shall not be entertained.

4. Single Stage - Two Envelope bidding procedure shall be applied. The envelope shall be marked as "FINANCIAL PROPOSAL" AND TECHNICAL PROPOSAL" in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

5. Procurements shall be governed under the Punjab Procurement Rules,2014(Amended up to date)

6. The bidding documents duly signed by the MS/SMO/APMO RHC Madrassa will be accepted.

7. All bids should be submitted in tape /ring binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.

8. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.

9. The bidders are requested to give their lowest and best prices with their bids as no negotiations on the prices are allowed.

10. Attested Copy of Registration Income Tax, Sale Tax, Copy of CNIC Copy of professional Tax,

11. Original Receipt of Purchase Tender attached with the Technical tender.

12. The Procuring agency may rejected all bids or proposal at any time prior to acceptance of a bid or proposal. The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids of proposal, but shall not be required to justify those grounds.

13. Taxes will be deducted as per applicable government rules. NTN and Sales Tax registration certificate must be provided.

Additional Principal Medical Officer
RHC Madrassa.
Sealed offers are invited from interested firms/agencies of repute with financially sound background involved in running institutional business. Distributors having a valid NTN for supply of Medicines / Surgical Disposables (Day to Day Basis Local Purchase) LP Bulk. Tenders should be sent in the name of the Senior Medical Officer/APMO RHC MADRASSA along with the following documents.

**BID EVALUATION CRITERIA FOR THE PROCUREMENT OF LP DAY TO DAY /LP BULK PURCHASE OF MEDICINE .**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Parameters</th>
<th>YES/NO</th>
<th>Page #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Original Bid Receipt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Copy of Bidders Computerized National Identity Card.</td>
<td></td>
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</tr>
<tr>
<td>3.</td>
<td>Indicate the number, date &amp; name of issuing authority of Pay Order/Bank Draft/Deposit at Call from any scheduled bank in the technical proposal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Pharmacy license (Category-A) in case of L.P. Medicines( Day to Day)&amp; LP Bulk only for medicine tender. as per described in the clause (VI) in policy and Operational Guidelines for local Purchase of Medicine by the Government of the Punjab Primary &amp; Secondary Healthcare Punjab Lahore &quot;Or As per PPRA Rules 51. Association of consultant:- (i)An association of consultants may take either the form of a joint venture or a subcontract and such association may participate in procurement process with the permission of the procuring agency. (2) Under a joint venture, all members, if awarded the contract, shall individually sign and be jointly and severally liable for the entire assignment and such an association may be known as a consortium, association or joint venture. Joint Venture will provide an affidavit from all parties dully signed and attested by oath commissioner.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Sole Agency certification from foreign principal or Authorization letter from manufacturer./ sole agent in Pakistan/ Distributions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>National tax number.(attached attested copy)</td>
<td></td>
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<tr>
<td>7.</td>
<td>General sales tax number (attached attested copy)</td>
<td></td>
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<tr>
<td>8.</td>
<td>Professional Tax (attached attested copy).</td>
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<td>9.</td>
<td>Previous Experience in the relevant field (less than one year will not be considered The bidder shall attached verifiable documentary evidences with the bid.</td>
<td></td>
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<tr>
<td>10.</td>
<td>Undertaking Regarding that the prices quoted against each items mentioned at bid are not more than any other Government Institution in Punjab on the legal stamp paper of Rs. 100/- <em>(Price Reasonability Certificate)</em>.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Undertaking regarding the firm never black list, uninterrupted supply of items on the legal stamp paper of Rs. 100/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td><strong>All bids should be submitted in tape binding.</strong> All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, <em>(A)</em></td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The provision of check list is essential prerequisites alongwith submission of bid.

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>Bidder’s Name.</td>
</tr>
<tr>
<td>2.</td>
<td>Bidder’s Signature.</td>
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<tr>
<td>3.</td>
<td>Mailing Address.</td>
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<tr>
<td>4.</td>
<td>Land Line No.</td>
</tr>
<tr>
<td>5.</td>
<td>Seal Stamp.</td>
</tr>
</tbody>
</table>

**Note:** The provision of check list is essential prerequisites alongwith submission of bid.

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<tbody>
<tr>
<td>1.</td>
<td>Bidder’s Name.</td>
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<td>Land Line No.</td>
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<tr>
<td>5.</td>
<td>Seal Stamp.</td>
</tr>
</tbody>
</table>

*(B) Signatures*

*(Note: The provision of check list is essential prerequisites alongwith submission of bid.)*
PURCHASE OF LOCAL PURCHASE BULK MEDICINE & DAY TO DAY MEDICINE FOR THE YEAR 2019-20
Company Profile (100 Marks)

Marks Distribution (Technical Evaluation Criteria)

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Parameters</th>
<th>Detail</th>
<th>Total Marks</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Past Performance As per Bid Form</td>
<td>Major institutions served:</td>
<td>15</td>
<td>Institution include Government Departments and Registered Private Organizations.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sr. No</td>
<td>No. of Institution Served</td>
<td>Score</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>1</td>
<td>1</td>
<td>3</td>
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<td>2</td>
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<td>2</td>
<td>2 to 3</td>
<td>6</td>
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<td>3</td>
<td></td>
<td>3</td>
<td>4 to 5</td>
<td>9</td>
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<tr>
<td>4</td>
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<td>4</td>
<td>6 to 7</td>
<td>12</td>
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<tr>
<td>5</td>
<td></td>
<td>5</td>
<td>8 and above</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Income tax &amp; sales tax registration</td>
<td>1</td>
<td>Income tax registered</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>Sale tax registered</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>Product sample (Where Applicable/ Company goodwill &amp; reputation)</td>
<td>Warranty will be examined as per following parameters:</td>
<td>10</td>
<td>Marks obtained</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>Good</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>Poor</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Good means-- no criminal/financial case pending against the company. Never ever black listed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Financial soundness</td>
<td>1</td>
<td>5-10 Million</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>10-20 Million</td>
<td>15</td>
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<tr>
<td></td>
<td></td>
<td>3</td>
<td>Above 20 Million</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>Performance Certificates</td>
<td>1</td>
<td>1 to 3 certificates</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>More than 3 certificates</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>Technical &amp; Sales Staff details</td>
<td>1</td>
<td>Have One pharmacist &amp; Technical Staff</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>Have more than one pharmacist &amp; Technical Staff.</td>
<td>15</td>
</tr>
<tr>
<td>7</td>
<td>Income Tax &amp; GST returns</td>
<td>1</td>
<td>For One Year</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>For 2 years</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3</td>
<td>More than 2 years</td>
<td>20</td>
</tr>
</tbody>
</table>

Total marks: 100
Qualifying marks: 60%
The provision of check list is essential prerequisites along with submission of bid. Bids securing minimum of 60% marks in company profile will be eligible for product profile.

**Note:** The envelopes for the Financial Bid(s) shall be marked as “FINANCIAL PROPOSAL” (individually sealed envelope for EACH ITEM in a single main sealed envelope for all quoted items)

1. All the procurement procedures will be done strictly in accordance with the PPRA Rules (amended 2016). Single stage/two envelopes bidding procedure shall be adopted. The envelopes should be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and in legible letters. Both the envelopes shall then be sealed in an outer envelope. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders. The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.

2. The envelope must also clearly show the bid little and bidder’s name and address. Failure to comply with this requirement may result in rejection of the bid and the committee decision in this regard shall be final. Bids submitted after the prescribed time shall not be entertained.

3. Only Technical Proposal will be opened by the tender opening committee. The financial proposal will be opened by tender opening committee of responsive/technically successful bidders later on the declared time place & date. Financial proposal of the non-responsive/technically unsuccessful bidders will be returned as such to them on that date without opening their financial offers as per PPRA Rules 2014 (amended 2016).

4. All the pages of technical & financial bids should be marked as page No.

5. Substandard, broken seal & substituted bids will not be acceptable.

6. Bidders must have valid NTN, should be financially sound and well reputed. Bad reputed will not be entertained.

7. **Bids should be valid till 30-06-2020.** A bid valid for shorter period shall be rejected as non-responsive. Extendable equal to the period of the original bid validity.

8. Facility of the supplies must be available round the clock.

9. Contract will be awarded to the bidder offering maximum discount to the CEO Office Bahawalnagar.

10. The validity of the contract will be till 30-06-2020, **extendable for three (03) months if needed.**

11. The offered discounts shall be from the maximum retail prices of medicines fixed by the Government of the Pakistan or manufacturers (where government has permitted to do so) or sole importers.

12. For the calculation of maximum retail price of those items where price is not printed on the product the retail price will be finalized after survey.

13. The supplier/tenderer’s background should be financially sound based on authentic bank statement.

14. The supplier/tenderer shall be solely responsible for provision and stocking of quality products at all times.
strictly in accordance with the provision of law and will be responsible for the quality/quantity of items supplied be him/her.

For L.P Medicines separates discounts should be given for National Multinational and Dialysis & Surgical disposable items. The L.P. policy and operational Guidelines for local purchase of Medicine (Day to Day) P&SHCD shall be strictly followed by the bidders. Or “As per PPRA Rules 51. Association of consultant:-

(1) An association of consultants may take either the form of a joint venture or a subcontract and such association may participate in procurement process with the permission of the procuring agency.

(2) Under a joint venture, all members, if awarded the contract, shall individually sign and be jointly and severally liable for the entire assignment and such an association may be known as a consortium, association or joint venture.

15. The supplier/tenderer should ensure the availability of wide range of items. No alternate shall be acceptable. In case of default, the administration may take appropriate action including fine to be decided by the administration.

16. **Clarification of Bids** No bidder shall be allowed to alter or modify his bid after the bids has been opened however the purchasing agency may seek and accept clarification to the bid that do not change the substance of the bid.

17. **Limitation on Negotiations**: There shall be no negotiation with the bidder.

18. **Rejection of Bids**: The Authority may reject all bids or proposals at any time prior to the award of contract without assigning any reason.

19. Any consignment of general items, linen items and stationary items not acceptable in term of quality to the end user and contractor shall replace the same immediately.

20. **Acceptation of Bids**: The bidder with the highest discount, of not conflict in any other law, rules regulations or policy of the Government of Punjab, shall be awarded the procurement award.

21. **Performance Guarantee**: The successful bidder shall furnish performance security **05% of total estimated cost** in addition to bid security already deposited by the firm. The performance security shall be deposited in the shape of cash deposit receipt.

22. **Qualification of suppliers and Contractors**: A procuring agency, at any stage of the procurement proceeding, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already prequalified or not.

23. **No Offer will Be Considered if**: 

   • It is submitted without call deposit by the registered firm in the name of Chief Executive Officer (District Health Authority) Bahawalnagar .
   • It is received after the date and time fixed for its for receipt.
   • It is unsigned.
• It is ambiguous.
• It is not typed on the firms’ letter head.
• It is over written.
• It is conditional.
• It is given by the firm black listed, suspended or removed from the approval list of the Health Department Government of the Punjab, Autonomous Health Institutions or by the Federal Government.
• It is received with a validity period shorter than that required in the tender inquiry.
• Does not confirm to the general conditions of the tender inquiry.
• It is received without earnest money as specified in the tender.
• Bidding document are not attached with bids.

24. All the pages of tender must be signed properly at the bottom.

25. Successful bidder is bound to supply the full ordered quantities of all the desired brand except those, which are actually not available in the market.

26. Samples of all items will be provided by bidders the date and time of closing of tenders. Financial opening of only those bidders will take place whose samples will be approved by The Selection Committee,

27. **Inspection and test/Analysis:** The Supplier will be responsible for free replacement of stocks if found not of the same specification as required on the demand from day to day basis. In case of non-supply the same will be purchased from the local market and the amount will be deducted from the bills of contractor pending in the purchase department. **If supplier showed any type of non-compliance, Procuring Agency will cancel the contract at any time without giving any advance notice.**

Unregistered/substandard/spurious/misbranded/expired drug will be forfeited by the Authority and legal action will be taken against the Contractor. The contractor shall be responsible for providing standard quality items.

28. In case of any dispute the decision of the **Senior Medical Officer/APMO RHC Madrassa** will be final.

29. The Supplier will be responsible entered in the bill of Medicine Generic Name of Medicine , Brand Name of Medicine/ Manufacturer , Date of manufacturing , & Date of Expiry of the Medicine Mention in the invoice/ Bills.

30. In Case of non-supply of any item within stipulated period as per contract, risk purchase may be done from any other reputable Pharmacy and difference shall be deduction from the performance guarantee of contractor.

31. The firm will be fully responsible to supply the store as per requirement of DDO as per supply order.
BID FORM 1

Letter of Intention

Bid Ref No.
Date of the Opening of Bids

Name of the Firm: [Add name e.g., Supply of Drugs & Non-Drugs etc]

To: [Name and address of Procuring Agency]

Dear Sir/Madam,

Having examined the bidding documents including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

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

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We will pay the testing fee for samples collected from any supply of any district to be tested and will accept the results to testing by DTLs, Punjab.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents.

Dated this [insert: number] day of [insert: month], [insert: year].

Signed: [In the capacity of [insert: title or position]]
Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

[Signature]
BID FORM 2

AFFIDAVIT

(Judicial Stamp paper Rs.100/-)

I/We, the undersigned solemnly state that:

1) I/We have read the contents of the Bidding Documents and have fully understood and agreed with all the terms and conditions of the bidding document.

2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.

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

4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.

5) The undersigned are solvent and competent to undertake the subject Contract under the Laws of Pakistan.

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

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

8) That the prices offered are not more than trade price.

9) I/We, further undertake that I/we will ready to pay the standard charges of testing samples by DTLs Punjab.

10) I/we further under take to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.

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

Signed:

In the capacity of [insert: title or position]

Duly authorized to sign this bid/affidavit for and on behalf of [insert: name of Bidder]
BID FORM 3

MANUFACTURER’S SOLE AUTHORIZATION

To: [Name & Address of the Procuring Agency]

WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby solely authorize [name and address of Supplier/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. [Reference of the Invitation to Bid] for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 14 & 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: -----------------------------

Designation: -----------------------------

Official Stamp: -----------------------------

1This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.
# Price Schedule

**User Note:** This form is to be filled in by the Bidder for quoted items/products and shall submit with Financial Proposal in individually sealed envelope for each item in a single main sealed envelope for all items.

*If intended to quote for more than one item/product, a separate form should be used for each item/product intended to quote for.*

Name of the Firm:
Bid Reference. No:
Date of opening of Bid.

## 01 National Medicine
## 02 Multi National Medicine.
## 03. Surgical Disposable Items etc.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the tender Item</th>
<th>Quoted Brand</th>
<th>Unit Price (inclusive all applicable taxes if any + transportation charges)</th>
<th>No. of Units</th>
<th>Total Price</th>
<th>Discounts (if any)</th>
<th>Final Total Price (Inclusive of all taxes if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>6</td>
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<td>4*5</td>
<td>6-7</td>
</tr>
</tbody>
</table>

**TOTAL**

A) FINAL TOTAL PRICE: -------------------------------

B) DISCOUNT\(^2\): ---------------------------------

C) FINAL QUOTED PRICE: --------------------------------

\[C = A - B\]

Signature: ---------------------------------------------

Designation: ---------------------------------------------

Date: ---------------------------------------------

Official Stamp: ---------------------------------------------

---

\(^2\) If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.
BID FORM 5

Performance Guarantee

To: [Name & Address of the Procuring Agency]

Whereas [Name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [Number] dated [date] to supply [description of goods] (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the__________ day of_______, 201__

Signature and Seal of the Guarantors/ Bank

Address

Date
Contract Form

AGREEMENT

THIS CONTRACT is made at ______, on ______ day of ______, 201__, between the _________________________________ (hereinafter referred to as the “Purchaser”) of the First Part; and M/s (firm name) a firm registered under the laws of Pakistan and having its registered office at (address of the firm) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

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

Whereas, the Purchaser has accepted the bid by the Supplier as per following detail:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Name</th>
<th>Approved Specifications</th>
<th>Unit Price in PKR (As per contract)</th>
<th>Quantity</th>
<th>Total Cost (PKR)</th>
</tr>
</thead>
</table>

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract**: The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
   a. This Contract Form
   b. The Schedule of Requirements
   c. Special Conditions of Contract & the Technical Specifications
   d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder.
   e. The Notification of Award (AAT)
   f. Purchase Order
   g. Payment Schedule
   h. The General Conditions of Contract
   i. Performance Guarantee/Security
   j. Manufacturer’s certificate of warranty under Drugs Act 1976/DRAP Act 2012 & rules framed thereunder
   k. The bidding document of Procuring Agency

2. **Interpretation**: In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:

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

4. The Supplier declares as under:
   i. [Name of the Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
   ii. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any
commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.

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

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

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

vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration mutually agreed by both parties/ Secretary P&SH Department and/or his nominee. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

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

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

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

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

9. Performance Guarantee/Security:
   (i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 05 % of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.
(iii) Failure to submit a Performance Guarantee/Security shall result into cancellation of contract & blacklisting of firm.

10. Penalties/ Liquidated Damages

(i) Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.

(ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.

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

(iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent contract/purchase order.

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

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

For the Purchaser:

______________________________________________________________

For the Supplier:

______________________________________________________________

______________________________________________________________

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

Schedule of Requirements

The supplies shall be delivered in accordance with the Contract/Purchase Orders issued by Procuring agency as per following schedule of requirements:

Respective Consignee’s End:

i. THQs/RHCs

Free delivery to Consignee’s end (DDP) basis as per Annex-F.

<table>
<thead>
<tr>
<th>Supply schedule</th>
<th>Delivery of Quantity without Penalty (X)</th>
<th>Grace Period (Y)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Immediately after Receiving of Purchase Order.</td>
<td>07 Days</td>
<td>03 Days</td>
</tr>
<tr>
<td>With penalty @0.067% per day.</td>
<td>After Completion of due delivery period specified against each installment penalty 4% per month (0.067% per day) shall be imposed</td>
<td></td>
</tr>
</tbody>
</table>
**Special Conditions of the Contract & Technical Specifications**

**a). Product Specifications.**

*(Detailed technical specifications, given in Award of Contract, will be followed)*

**b). Labeling and Packing**

i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.

ii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip/ Blister, Tubes etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license no., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in strip / blister pack (one side aluminum and other side PVC/PV D). Expiry date must be printed on each strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps.

iii. The condition of green packing is relaxed for drugs imported in finished form but the supplier will be instructed to print/stamp/affix a sticker as per requirement of individual item *(after considering the condition of storage of each item).*

iv. The quality of packing material, its labelling, packing structure and printing will be same as that of their commercial supply but according to government supply colour scheme.

**c). Additional instructions for packing**

i. The suppliers are required to furnish the Warranty certificate with regard to the potency and stability *(Including coloration of medicines)* of the Drug for human consumption etc. in accordance with the Drugs Act, 1976/DRAP Act 2012/Punjab Drugs (Amendments) Act 2017 & rules framed thereunder on judicial paper.

ii. The bidder shall supply the Drugs/Medicines/Items in special green packing with Logo of the Government of Punjab (exempted for imported items). The following wording/insignia shall be printed in bold letters both in Urdu & English in indelible red color ink on each carton, pack, bottle, strip / blister, tubes, vial / ampoule etc. In combo Packs the sterilized water for injection / solvent shall bear the wording/insignia on the vial/ampoules etc.

**d). Shelf life**

i. The shelf life must be up to **85%** for the locally manufactured drugs and **75%** for the imported drugs.

ii. The lower limit of the shelf life must be up to **80% and 70% with imposition of 1% penalty** charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.

iii. In case of vaccines & other biotechnical products, the stores with the shelf life up to **70%** will be accepted without penalty charges and **up to 60%** with imposition of **1% penalty** charges of actual shortfall in shelf life below prescribed limit.

**e). Testing/Verification Procedures**

i. After delivery of drugs and medicines at the Purchaser’s premises, the Consignee shall send the samples from *all batches of each consignment* of the supplied store to the Drugs Testing Laboratory, Punjab, for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods after receipt of standard quality report of each batch of supplied store issued by DTL concerned under Drugs Act 1976/DRAP Act 2012/ Punjab Drugs (Amendments) Act 2017 & rules framed thereunder. **The cost**
of the lab tests shall be borne by the Supplier. The firm shall be bound to provide primary reference standard (s)/traceable secondary standard (s) to the concerned Drugs Testing Laboratories of Punjab as and when demanded. In case of secondary reference standard, the certificate of analysis and proof of traceability shall also be provided by the contractor.

ii. In case of Adverse/failure report of any batch, the Supplier has the right to go for appellate laboratory. If it is again declared substandard, the Supplier will be intimated and they will be bound to re-supply the entire fresh stock of that batch free of cost within the reasonable time period to be intimated by the purchaser but not later than 07 days (One weeks) from the 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 the Drugs Regulatory Authority for legal action as per Drugs Act 1976/DRAP Act 2012/Punjab Drugs (Amendments) Act 2017 and disposal of substandard stocks.

iii. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

f) Transportation/Delivery Requirements

i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.

ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.

iii. All cold chain (perishable) items must be delivered in a safe and proper manner, prescribed for such types of items. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermo log data from factory to Consignee's end.

g) Integrity Pact

The Supplier shall provide affidavit of integrity pact for awarded item/items with contract value equal to or more than 10 Million Rupees on the prescribed format on judicial stamp paper of Value Rs:100/- as per Annexure-H.
Annex-C

PRICE SCHEDULE SUBMITTED BY THE BIDDER

(The approved price schedule submitted by the Bidder will be attached)
NOTIFICATION OF AWARD/ ADVANCE ACCEPTANCE OF TENDER
PURCHASE ORDER
PAYMENT SCHEDULE

i. 100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO) preferably be central;
   a. against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.
   b. on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.

ii. Part Supply and Part Payment is not allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply as per schedule mentioned in schedule of requirement within due time.

General Conditions of Contract (GCC)

1. Definitions

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

   (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

   (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.

   (c) “The Goods” means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.

   (d) “The Services” means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.

   (e) “GCC” means the General Conditions of Contract contained in this section.

   (f) “SCC” means Special Conditions of the Contract.

   (g) “The Purchaser” means the Government of Punjab,
itself and Director General Health Services Punjab, Program Managers/Project Director of Vertical Programs, all EDOs (Health) & Medical Superintendents working under .

(h) “The Supplier” means the individual or firm supplying the goods under this Contract.

(i) “Day” means calendar day.

2. Application

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

3. Source of Import

3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.

3.2 For purposes of this clause, “origin” means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

4. Standards

4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4.3 If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Purchaser) the price difference shall be paid by the Supplier.

4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser's premises, burning, dumping, or incineration.

5. Use of Contract Documents and Information.

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be
5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

7. Submission of Samples

7.1 Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.

8. Ensuring storage arrangements

8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least one (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.

9. Inspections and Tests

9.1 The Purchaser or its representative shall have the right to inspect and / or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

9.2 All costs associated with testing shall be borne by the Supplier.
9.3 The Purchaser’s right to inspect, test and, where necessary, reject the goods after the goods either at Supplier’s premises or upon arrival at Purchaser’s destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing. Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Delivery and Documents

10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.

10.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.

10.3 The goods supplied under the Contract shall be delivered on free delivery of consignee’s end basis under which risk is transferred to the buyer after the Goods having been delivered;

11. Insurance

11.1 The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

12. Transportation

12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement/bidding document.

12.2 All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.

13. Incidental Services

13.1 The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.

14. Warranty

14.1 All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.

14.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15. Payment

15.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.

15.2 The currency of payment shall be Pakistan Rupees.
16. Prices

16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

17. Contract Amendments

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

18. Assignment

18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser’s prior written consent.

19. Subcontracts

19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.

20. Delays in the Supplier’s Performance

20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.

20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.

21. Termination for Default

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

(a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the signed contract, and subsequent contract/Purchase order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.
(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

(i) coercive practice by 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;

(ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) fraudulent practice by 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;

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in
order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.

21.2 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract.
- viii. Non-adherence to quality specification despite being importantly pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE: As per Rule-21 of the Punjab Procurement Rules 2014.

22. Force Majeure

22.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.

22.2
If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of the purchase order under the signed contract and inform the Supplier of its findings promptly. Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

23. Termination for Insolvency
23.1 The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

24. Arbitration and Resolution of Disputes
24.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
24.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
24.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

25. Governing Language
25.1 The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

26. Applicable Law
26.1 This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

27. Notices
27.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on
29. Blacklisting Mechanism

29.1 The procuring agency may, on information received from any resource, issue show cause notice to a bidder or contractor.

29.2 The show cause notice shall contain:
(a) precise allegation, against the bidder or contractor;
(b) the maximum period for which the procuring agency proposes to debar the bidder or contractor from participating in any public procurement of the procuring agency; and
(c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

29.3 The procuring agency shall give minimum of seven days to bidder or contractor for submission of written reply of the show cause notice.

29.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

29.5 In case the bidder or contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

29.6 The procuring agency shall give minimum of days to the bidder or contractor for appearance before the specified officer of the procuring agency for personal hearing.

29.7 The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

29.8 The procuring agency 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.

29.9 The procuring agency 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 Managing Director of the Authority.

29.10 The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.

28. Taxation

28.1 All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.
29.11 If the procuring agency wants the Authority to debar the bidder or contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.

29.12 The Authority shall immediately publish the information and decision of blacklisting on its website.

29.13 In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.

29.14 In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.

29.15 In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.

29.16 The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.

29.17 An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.
INTEGRITY PACT
AFFIDAVIT (Rs: 100/- Judicial Stamp Paper)

We _[Name of the bidder / supplier]_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent/ representative duly authorized by _[Name of the bidder company]_ hereinafter called the Contractor to submit the attached bid to the _[Name of the Purchaser]_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _[Name of the Purchaser]_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of ____ 20__
________________________________________________________________________ Notary Public

Additional Principal Medical Officer
RHC Madrissa.