BIDDING DOCUMENTS
FOR PROCUREMENT OF
HIV RAPID DIAGNOSTIC KITS/ STRIPS/MEDICAL
DEVICES

Year (2017-18)

PUNJAB AIDS CONTROL PROGRAM
GOVERNMENT OF THE PUNJAB
P&SHEALTHCARE DEPARTMENT
7-B, Huma Block, LDA Flats, Allama Iqbal Town, Lahore
Phone No. 042-99260291, 042-99260292
Fax No. 042-99260294
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INVITATION FOR BIDS (IFB)

(BID REFERENCE NO. PACP/ HRD KITS/ 08’/ 2017)

Punjab AIDS Control Program (PACP), Primary & Secondary Healthcare Department, Government of the Punjab, invites sealed bids from the eligible bidders for the procurement of HIV Rapid Diagnostic Kits on free delivery to Consignee’s end Basis;

<table>
<thead>
<tr>
<th>NOMENCLATURE</th>
<th>QUANTITY (Test)</th>
</tr>
</thead>
<tbody>
<tr>
<td>HIV Rapid Diagnostic Kits/ Strips/ Medical Devices</td>
<td>400,000</td>
</tr>
</tbody>
</table>

2. Bidding documents can be immediately obtained from the office of the Punjab AIDS Control Program (PACP), 7-B, Huma Block, LDA Flats, Allama Iqbal Town, Lahore, from 10th August, 2017 to 28th August, 2017 till 4:00 pm during working days (Monday - Friday) on submission of payment of non-refundable fee of Rs.1,000/- (one thousand only). However, a copy of the bidding documents is also available on the websites (www.ppra.punjab.gov.pk) and (www.pshealth.punjab.gov.pk) until the closing date for the submission of bids.

3. Bidding shall be conducted by Punjab Procurement Rules 2014 through Single Stage - Two Envelopes bidding procedure. The envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters for each of the above tender separately.

4. Sealed bids are required to be submitted by the interested bidders on 28th August, 2017 at or before 11.00 a.m. positively in the Committee Room of Punjab AIDS Control Program, 7-B, Huma Block, LDA Flats, Allama Iqbal Town, Lahore. The bids received till the stipulated date & time shall be opened on the same day at 11.30 am in the presence of the bidders or their authorized representatives who may choose to be present.

5. In an event where the last date for submission of bids be declared a public holiday the due date for submission and opening of bids shall be the following working day at the same appointed timings and venue.

Note: Procurement shall be governed by the Punjab Procurement Rules, 2014.

PROJECT DIRECTOR
PUNJAB AIDS CONTROL PROGRAM
GOVERNMENT OF THE PUNJAB
PRIMARY &SECONDARY HEALTHCARE DEPARTMENT,
PHONE NO. 042- 99260291
## BID DATA SHEET

<table>
<thead>
<tr>
<th>ITB Reference</th>
<th>Description</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Bid reference number</td>
<td>BID REFERENCE NO. PACP/ HRD KITS/ 08/ 2017</td>
</tr>
<tr>
<td>N/A</td>
<td>Commencement of sale of Bidding Document</td>
<td>10th August, 2017</td>
</tr>
<tr>
<td>N/A</td>
<td>Last date of sale of Bidding Document</td>
<td>28th August, 2017 Till: 10:30 A.M.</td>
</tr>
<tr>
<td>ITB Clause 24</td>
<td>Last date and time for the submission of bids</td>
<td>28th August, 2017 11:00 A.M.</td>
</tr>
<tr>
<td>ITB Clause 27</td>
<td>Date, time and venue of opening of technical bids</td>
<td>28th August, 2017 11:30 A.M. Committee Room of Punjab AIDS Control Program, 7-B, Huma Block, LDA Flats, Allama Iqbal Town, Lahore</td>
</tr>
<tr>
<td>ITB Clause 16</td>
<td>Bid currency</td>
<td>PKR on free delivery to Consignee’s end basis including all Ex-work, Transportation, Storage charges till the destination.</td>
</tr>
<tr>
<td>ITB Clause 13</td>
<td>Language of bid</td>
<td>English</td>
</tr>
<tr>
<td>ITB Clause 21</td>
<td>Bid validity period</td>
<td>120 Days</td>
</tr>
<tr>
<td>ITB Clause 09</td>
<td>Bidding procedure</td>
<td>Single Stage – Two Envelop bidding procedure</td>
</tr>
<tr>
<td>ITB Clause 27</td>
<td>Address for communication:</td>
<td></td>
</tr>
</tbody>
</table>

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**PROJECT DIRECTOR**
PUNJAB AIDS CONTROL PROGRAM
GOVERNMENT OF THE PUNJAB
P&S HEALTHCARE DEPARTMENT,
7-B, Huma Block, LDA Flats, Allama Iqbal Town, Lahore
Phone No. 042-99260291, 042-99260292
SECTION 1
INVITATION TO BID
LETTER OF INVITATION

PROCUREMENT OF HIV RAPID DIAGNOSTIC KITS/ STRIPS/MEDICAL DEVICES

Dated; ____________

Dear Sir/ Madam!

1. Punjab AIDS Control Program, P&S Healthcare Department, Government of the Punjab, invites sealed bids from the eligible bidders for supply of HIV Rapid Diagnostic Kits/Strips/ Medical Devices, in quantities and specifications more specifically described in Section III of the Bidding Documents.

2. Bidding shall be conducted as per the procedure specified in the Bidding Document. Interested bidders may obtain further information and inspect the Bidding Document from the office of Project Director, Punjab AIDS Control Program, Government of the Punjab, P&S Healthcare Department, 7-B, Huma Block, LDA Flats, Allama Iqbal Town, Lahore from 08:00 AM to 04:00 PM on any working day before closing date or the same can be examined online at the website (www.ppra.punjab.gov.pk) and (www.pshealth.punjab.gov.pk) until the closing date for the submission of bids.

3. A complete set of original Bidding Documents shall be purchased from the office of Project Director, Punjab AIDS Control Program, Government of the Punjab, P&S Healthcare Department, 7-B, Huma Block, LDA Flats, Allama Iqbal Town, Lahore on all working days from 08:00 AM to 04:00 PM on submission of a written application on letter head and payment of non-refundable fee of Pak Rupees 1000/- only for each of the tender.

4. Bids must be delivered, in the manner prescribed, at or before 11:00 A.M. on or before 28th August, 2017. Late Bids will be rejected. Bids will be opened on the same day at 11:30 A.M in presence of bidders or their representatives who may choose to be present.

5. In an event where the last date for submission of bids be declared a public holiday the due date for submission and opening of bids shall be the following working day at the same appointed timings and venue.

Note: Procurement shall be governed by the Punjab Procurement Rules, 2014.

PROJECT DIRECTOR
PUNJAB AIDS CONTROL PROGRAM
GOVERNMENT OF THE PUNJAB
HEALTH DEPARTMENT
Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully

SECTION II

INSTRUCTIONS TO BIDDERS
1. **Scope of Bid**

1.1 Punjab AIDS Control Program, Government of the Punjab, P&S Healthcare Department invites bids for supply of **HIV Rapid Diagnostic Kits/ Strips/ Medical Devices** more specifically described in the Schedule of Requirements along with Technical Specifications.

2. **Source of Funds**

2.1 The Government of Punjab allocated funds for the purpose of the purchase of **HIV Rapid Diagnostic Kits/ Strips/ Medical Devices**.

3. **Eligible Bidders.**

3.1 This Invitation for Bids is open to all original manufacturers/ their authorized sole agents and in case of imported goods their authorized agents/ importers in Pakistan for supply of Goods more specifically described in the Schedule of Requirement (Section-III.)

3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

3.3 The Agents/ Importers must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/ Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form Section V to the effect that they are the original Manufacturer of the required specifications of Goods.

3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

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

4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as “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;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 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 provided in “Schedule” Mechanism of blacklisting in Punjab Procurement Rules, 2014.


5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Punjab in
vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, after sale service etc.

6. **Cost of Bidding.**

6.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. **Bidding for Selective Items.**

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided for in the Schedule of Requirements. A Bidder is also at a liberty to bid for all the goods mentioned in the Section III i.e., Schedule of Requirements & Technical Specifications. However, Bidders cannot bid for partial quantities of an item mentioned in Section III i.e., Schedule of Requirements & Technical Specifications. **THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SECTION III i.e., SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.**

**THE BIDDING PROCEDURE**

8. **The Governing Rules.**

8.1 The bidding procedure shall be governed by the Punjab Procurement Rules, 2014.

9. **Applicable Bidding Procedure.**

9.1 The bidding procedure is governed by Rule 38 “Procedures for Selection of Contractors” sub-rule (2) (a) “Single stage – Two Envelope bidding procedure”. Bidders are advised also to refer to the Bid Data Sheet above to confirm the Bidding procedure applicable in the present bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet above is explained below:

**Single Stage: Two Envelope Bidding Procedure**

Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

(i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

(ii) the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;

(iii) in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;

(iv) the procuring agency shall evaluate the technical proposal in the
manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
(v) during the technical evaluation no amendments in the technical proposal shall be permitted;
(vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
(vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
(viii) the lowest evaluated bidder shall be awarded the contract;

THE BIDDING DOCUMENTS

10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
(a) Instructions to Bidders (ITB) (Section-II)
(b) Schedule of Requirements & Technical Specifications (Section-III)
(c) Evaluation Criteria (Section-IV)
(d) Bid Forms (Section-V)
   i) Letter of Intention
   ii) Affidavit
   iii) Technical Forms
   iv) Financial Forms
(f) Draft Standard Contract (Section-VI)
   i. Contract Form
   ii. General Conditions of the Contract

10.2 The “Invitation for Bids” is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later

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1 In this case Punjab AIDS Control Program, Lahore, is the Procuring Agency.
than seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.

12.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, E-mail or Fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

13. Language of Bids.

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

14.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.


15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.
15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage charges till the destination (on free delivery to Consignee’s end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.

15.7 While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. **Bid Currencies.**

16.1 Prices shall be quoted in Pak Rupees.

17. **Samples.**

17.1 The Bidder shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Section III. However, samples of cold chain (perishable) goods will be called later at the time of technical evaluation of bids.

18. **Documentation on Eligibility of Bidders.**

18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

19. **Documentation on Eligibility of Goods.**

19.1 The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. **Bid Validity.**

20.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
20.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

20.3 Bidders who,-
(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
(b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.


21.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

21.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web, he will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.

21.3 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.

21.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

SUBMISSION OF BIDS

22. Sealing and Marking of Bids.

22.1 The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion for each of the tender separately. Similarly, the Bidder shall seal the proposals/bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.

22.2 The inner and outer envelopes shall:
(a) Be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
(b) Bid Reference No. indicated in the Bid Data Sheet, Tender Enquiry No of quoted item and a statement: “DO NOT OPEN BEFORE,” the time and the date specified in the Bid Data Sheet for opening of Bids.
22.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.
22.4 If the outer as well as inner envelope is not sealed and marked as required by 22.1 to 22.3 above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

23. Deadline for Submission of Bids

23.1 All bids should be submitted in tape or ring binding. Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet. Bids received later than the time and date specified in the Bid Data Sheet will stand summarily rejected.
23.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

25. Withdrawal of Bids

25.1 The Bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids.
25.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

OPENING AND EVALUATION OF BIDS

26. Opening of Bids by the Procuring Agency.

26.1 All bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives, who chose to attend the bid opening, on the date, time and venue prescribed in the Bid Data Sheet.
26.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.
26.3 All Bidders in attendance shall sign an attendance sheet.
26.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items bided/quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Rules-2014, specifically Rule 30 (Opening of Bids)
26.5 The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

26.6 No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder.

26.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

27. Clarification of Bids.

27.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

28. Preliminary Examination.

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

28.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.

b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.

c) If there is a discrepancy between words and figures, the amount in words shall prevail.

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

28.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for technical and financial proposals. The Procuring Agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

28.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
29. Evaluation of Bids.

29.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

29.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents.

29.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. 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/National Bank of Pakistan on that day, if required on C&F basis.

29.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

33. Qualification of Bidder

33.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder’s capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

33.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

33.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

33.4 The determination can take into account the Bidder’s financial, technical, and production/storage capabilities. It shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/production capacity/warehousing system/practices by a team of experts for assessment, if it deems necessary.

33.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder’s bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

33.6 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.
31. **Rejection of Bids**

31.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with the Rule 35 of PPR-2014. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

31.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

31.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

32. **Re-Bidding**

32.1 If the Procuring Agency rejected all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014.

32.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

33. **Announcement of Evaluation Report and Redressal of grievances by the Procuring Agency**

33.1 The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with Rule 37 of the Punjab Procurement Rules, 2014, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

33.2 The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

33.3 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than **Ten (10) Days** after the announcement of the bid evaluation report under rule 67 of PPR-2014.

34. **Contacting the Procuring Agency.**

34.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

34.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder’s bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.
AWARD OF CONTRACT

35. Acceptance of Bid and Award Criteria.

35.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

36. Notification of Award.

36.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.
36.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.
36.3 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rule-2014.

37. Limitation on Negotiations.

37.1 Save and otherwise provided in PPR-2014, Procuring Agency shall not negotiate with any bidder.

38. Signing of Contract.

38.1 After the completion of the Contract Negotiations, the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.
38.2 Within ONE week of receipt of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract in accordance with the legal requirements in vogue.
38.3 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation, the Procuring Agency may award the contract to the next lowest evaluated Bidder or call for new bids.
38.4 The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document, and shall be governed by the terms and conditions mutually agreed in the contract, bidding documents & relevant laws/rules.
38.5 The contract is to be made 04 stamp paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No.JAW/HD/8-21/77 (PG) dated 1st January, 2014.
39. **Performance Guarantee.**

39.1 On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency.

39.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

39.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and initiation of legal action against firm. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.
SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS
SCHEDULE OF REQUIREMENTS:

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Punjab AIDS Control Program, P&S Healthcare Department, Government of the Punjab as per following schedule of requirements:-

CONSIGNEE’S END:

PROJECT DIRECTOR, Punjab AIDS Control Program, Government of the Punjab, P&S Healthcare Department, 7-B, LDA Flats, Huma Block, Allama Iqbal Town, Lahore Phone No. 042-99260291, 042-99260292, Fax No. 042-99260294

Free delivery to Consignee’s end basis:

<table>
<thead>
<tr>
<th>Mode of Penalty</th>
<th>Delivery of Quantity</th>
<th>Total delivery Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Without penalty</td>
<td>60 days or earlier</td>
<td>60 days</td>
</tr>
<tr>
<td>The time with penalty @ Late delivery charges/penalty @ 0.067 % per day after 60 days.</td>
<td></td>
<td>25 days*</td>
</tr>
</tbody>
</table>

*Subject to clause 20 of General Conditions of the contract, the delivery period may be extended, as prescribed above.
TECHNICAL SPECIFICATIONS

PARTICULARS OF STORES DEMANDED:

<table>
<thead>
<tr>
<th>TENDER NO.</th>
<th>PRODUCT</th>
<th>SPECIFICATION</th>
<th>QUANTITY (TEST)</th>
<th>SAMPLE WITH BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Rapid Diagnostic Kits/ Strips/ Medical Devices for HIV Base Line Screening</td>
<td>Rapid Diagnostic Kits/ Strips/ Medical Devices for detection of HIV 1/2 antibody kit as per WHO latest standards (As per latest WHO list of prequalified in vitro diagnostic products updated on 20th July, 2017 at web). Sample type: Serum, Plasma &amp; Whole Blood. The kit must have Initial Sensitivity (Serum, Plasma &amp; Whole Blood) 100% and Final Specificity (Serum, Plasma &amp; Whole Blood) 99%. Time of result: within 10-20 minutes Test strip wrapped individually in Aluminum foil. Pack of 100 or smaller with instruction leaflet. Sterile lancet, Pricker, Swab, Chase Buffer/ Standard solution shall be provided as per requirement of tests. Country of Manufacturing &amp; Origin: USA/Europe/Japan/ UK Minimum Compliance of at least One Quality Standard: 510K FDA/MDDCE/ JpMHLW</td>
<td>400,000</td>
<td>3 Pack</td>
</tr>
</tbody>
</table>

NOTE:-
1. For thermolabile Products for which storage temperature is 2-8 degree centigrade. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermolog data from factory to Consignee’s end.
SECTION IV

EVALUATION CRITERIA
EVALUATION CRITERIA

1. KNOCK DOWN CRITERIA:

- Failure to comply with any of the below mentioned parameter will result in disqualification of bidder:

  a. The bidder must possess Valid Manufacturer Authorization from the Foreign Manufacturer with indication of manufacturing site and its location.
  b. The offer must comply with the advertised technical specifications of the quoted item. The samples submitted by the bidder will undergo the physical evaluation and/laboratory evaluation (if deemed necessary by the evaluation committee). Only those technical bids shall be considered for evaluation whose samples meet the advertised/prescribed specifications.
  c. The agent should have an experience of three years for quoted product and provide evidence in this regard like purchase order/commercial invoices etc.
  d. The agent/ bidders must have financial turnover of Rs.200 Million (Two Hundred Million) last three years.
  e. Submission of Original Purchase Receipt of tender.
  f. NTN & GST Certificate.
  g. An affidavit from bidder on stamp paper of Rs.100/- stating that their firm has not been blacklisted by any of the Federal and Provincial Government or organizations of the State/Central Government in Pakistan.
  h. One box (packed) of samples for evaluation.

Bidders are required to submit the information in the following format along with documentary evidence as under:

<table>
<thead>
<tr>
<th>Sr.#</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the company</td>
</tr>
<tr>
<td>2.</td>
<td>Registered Office</td>
</tr>
<tr>
<td></td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>Office Telephone Number</td>
</tr>
<tr>
<td></td>
<td>Fax Number</td>
</tr>
<tr>
<td>3.</td>
<td>Contact Person</td>
</tr>
<tr>
<td></td>
<td>Name</td>
</tr>
<tr>
<td></td>
<td>Personal Telephone Number</td>
</tr>
<tr>
<td></td>
<td>Email Address</td>
</tr>
<tr>
<td>4.</td>
<td>Local office if any</td>
</tr>
<tr>
<td></td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>Office Telephone Number</td>
</tr>
<tr>
<td></td>
<td>Fax Number</td>
</tr>
<tr>
<td>5</td>
<td>Registration Details</td>
</tr>
<tr>
<td></td>
<td>NTN Registration Number</td>
</tr>
<tr>
<td></td>
<td>GST Registration Number</td>
</tr>
</tbody>
</table>
**Details about Income Tax (last three years) of the bidder**

Please enclose Income Tax Returns

**Details about Annual Turnover (last three years) of the bidder**

<table>
<thead>
<tr>
<th>#</th>
<th>Year</th>
<th>Amount (Millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2015-16</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>2014-15</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Turnover (Three Years)</td>
<td></td>
</tr>
</tbody>
</table>
SECTION V

BID FORM
BID COVER SHEET

Bid Ref. No. ------------------------ Date------------------------
Name of the Supplier/Firm Contractor: ------------------------------------------
Address:-----------------------------------------------------------------------
E-mail:---------------------------------------------------------------
Phone:---------------------------------------------------------------
Facsimile:-----------------------------------------

Bid for: Name of Item from the Schedule of Requirements & Technical Specifications (Section-III)

<table>
<thead>
<tr>
<th>Tender Enquiry No.</th>
<th>Name of the Item</th>
<th>Batch Capacity of the Product</th>
<th>Trade Price (if applicable)</th>
<th>MRP (Maximum Retail Price) (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed:
Dated:
Official Stamp:

Attachment: Original receipt for the purchase of the bidding documents.
BID FORM 1

LETTER OF INTENTION

Bid Ref No.
Date of the Opening of Bids

Name of the Contract: {Add name e.g., Supply of HIV Rapid Diagnostic Kits/ Strips/ Medical Devices}

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 above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, 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 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]
BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

1) I/We have read the contents of the Bidding Documents and have fully understood it.
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) I/We, further undertake that the prices given are reasonable and not given more than in any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, the firm is bound to refund the difference in price.

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(A)

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

Documentary Evidence: Eligibility of the Bidders and Goods

<table>
<thead>
<tr>
<th>Required Documentation (To Be Filled by the Procuring Agency)</th>
<th>Checklist(^2) (To be initialed by the Bidder against each document)</th>
<th>Relevant Number (^3) in the Bid (To be filled by the Bidder)</th>
<th>Supporting Documents(^4) (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Column:1</td>
<td>Column:2</td>
<td>Column:3</td>
<td>Column:4</td>
</tr>
<tr>
<td>Valid Import License (where applicable)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Letter of Manufacturer's authorization (where applicable)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Partnership Deed (where applicable)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NTN Certificate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GST Certificate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Letter of Intention</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Affidavit</td>
<td>Performance evidence of quoted product</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Receipt of purchase of Bidding Documents</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\(^2\) Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

\(^3\) Bidders are required to mention the exact page number of relevant document placed in the Bid.

\(^4\) Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.
BID FORM 3(B)

MANUFACTURER’S 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 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 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:-------------------------------------------

---

5 This 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.
BID FORM 4

FIRM’S PAST PERFORMANCE⁶.

Name of the Firm:

Bid Reference No:

Date of opening of Bid: ______________2016

Assessment Period: (As per Evaluation Criteria)

<table>
<thead>
<tr>
<th>Name of the Purchaser/Institution</th>
<th>Purchase Order No.</th>
<th>Description Of Order</th>
<th>Value of Order</th>
<th>Date of Completion</th>
<th>Purchaser’s Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

⁶ Bidders may use additional Sheets if required.

⁷ All certificates are to be attached with this form.
BID FORM 5(A)

PRICE SCHEDULE

User Note: This form is to be filled by the Bidder for single quoted item and shall submit with Financial Proposal.

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

<table>
<thead>
<tr>
<th>Tender Enquiry No.</th>
<th>Name of the Item</th>
<th>Unit Price (inclusive all applicable taxes + 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)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3*4</td>
<td></td>
<td>5-6</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A) FINAL TOTAL PRICE: ________________________________

B) DISCOUNT\(^8\): ________________________________

C) FINAL QUOTED PRICE: ________________________________

\(^8\) 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.

(C=A-B)

Signature: ________________________________

Designation: ________________________________

Date: ________________________________

Official Stamp: ________________________________
Bidding Documents for the procurement of HIV Rapid Diagnostic Kits for Punjab AIDS Control Program

BID FORM 5(B)

PRICE SCHEDULE

(Price Analysis)

(User Notes):
1. This form is to be filled by the Bidder for single quoted item and shall submit with Financial Proposal.

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

<table>
<thead>
<tr>
<th>Tender enq. No.</th>
<th>Name of the Item</th>
<th>Unit Price</th>
<th></th>
<th></th>
<th></th>
<th>Total Price/Unit</th>
<th>No. of Units</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>g=a+b+c+d+e+f</td>
<td>h</td>
<td>i</td>
</tr>
</tbody>
</table>

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

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

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

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


BID FORM 6

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
SECTION VI
STANDARD CONTRACT
Bidding Documents for the procurement of HIV Rapid Diagnostic Kits for Punjab AIDS Control Program

CONTRACT FORM

AGREEMENT

THIS CONTRACT is made at _______ on ______ day of ________, 201__,
between the Punjab AIDS Control Program, P&S Healthcare Department, Government of the Punjab, 7-B, LDA Flats, Huma Block, Allama Iqbal Town, Lahore, (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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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. Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder.
   e. Purchase Order
   f. Payment Schedule
   g. The General Conditions of Contract
   h. Performance Guarantee/Security
   i. Manufacturer’s Certificate of warranty
   j. 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 void able 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. The Additional Chief Secretary or his nominee shall act as sole arbitrator. 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 Item 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.

(ii) Failure to submit a Performance Guarantee/Security shall result into Cancellation of Contract and initiation of legal action against the firm.

10. **Penalties/ Liquidated Damages**
(i) Wherein the Supplier fails to make deliveries as per 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 purchase orders.
(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, 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
Project Director,
Government of the Punjab
P&S Healthcare Department
Phone No. 042-99260291
Fax No. 042-99260294

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.

Signed/ Sealed: For The Manufacturer/ Authorized Supplier/ Authorized Agent. Sealed & Signed on behalf of Procuring Agency

Project Director,
Punjab AIDS Control Program,
Government of the Punjab,
P&S Healthcare Department

Witnesses-1 on behalf of the Contractor Witnesses-1 on behalf of the Procuring Agency

Manager Operations,
Punjab AIDS Control Program,
Government of the Punjab,
Bidding Documents for the procurement of HIV Rapid Diagnostic Kits for Punjab AIDS Control Program

P&S Healthcare Department

Witnesses-2 on behalf of the Contractor

Witnesses-1 on behalf of the Procuring Agency

CNIC NO.____________________
____________________
____________________

Treatment Coordinator,
Punjab AIDS Control Program,
Government of the Punjab,
P&S Healthcare Department
Annex. A

SCHEDULE OF REQUIREMENTS:

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Punjab AIDS Control Program, Government of the Punjab, P&S Healthcare Department as per following schedule of requirements:-

Consignee’s End: Punjab AIDS Control Program, 7-B, LDA Flats, Huma Block, Allama Iqbal Town, Lahore.

In case of free delivery to Consignee’s end basis:

<table>
<thead>
<tr>
<th>Mode of Penalty</th>
<th>Delivery of 100% Quantity</th>
<th>Total delivery Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Without penalty</td>
<td>60 days or earlier</td>
<td>60 days</td>
</tr>
<tr>
<td>The time with penalty @ Late delivery</td>
<td></td>
<td>25 days*</td>
</tr>
<tr>
<td>charges/penalty @ 0.067 % per day after 60 days.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Subject to clause 20 of General Conditions of the contract, the delivery period may be extended, as prescribed above.
Annex. B

SPECIAL CONDITIONS OF THE CONTRACT & TECHNICAL SPECIFICATIONS:

a). **Product Specifications**

(Detailed technical specifications, given in Section III, will be followed)

b). **Labeling and Packing**

i. The name of Product (Generic &/ Brand), equally prominent, should be printed/ written in indelible ink in English on the outer cartons and on each Pack. Besides the name and principal place of business of the Manufacturer, manufacturing date/ Lot No, expiry date, should also be written on the outer carton and on the most inner container.

c) **Additional instructions for packing**

i. The suppliers are required to furnish the manufacturing date certificate.

ii. The following wording/insignia shall be printed/ stamped in bold letters in Urdu or English in indelible ink on each carton/ pack.

"PUNJAB AIDS CONTROL PROGRAM”/ “GOVERNMENT PROPERTY” “NOT FOR SALE”

d). **Shelf life**

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

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. The consignee’s shall receive the supplies as per the signed contract. The Inspection Committee will be notified by the Procuring Agency which will inspect Goods (serial no, batch wise etc.) as per contracted specifications and approved sample. Samples from the supplied stock shall undergo laboratory analysis from Institute of Public Health/any appropriate Government Laboratory. The requirement of test/analysis for the supplied stores and selection of appropriate laboratory for test/analysis will be decided by the Inspection Committee. The report of the testing laboratory shall be conclusive & final. The
goods shall be acceptable subject to physical inspection and standard test/analysis report. The cost of the lab tests & samples shall be borne by the Supplier.

ii. In case of substandard/failure/not as per label claim report of any batch/Lot, 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 21 days (three weeks) from the date of intimation, which will be subject to completion of all testing and verification formalities. The substandard/failed/not as per label claim stock will be destroyed in the presence of committee so notified and representative of the supplier at the expense of the suppliers.

iii. The Inspection Committee can reject the supplied store, even if it is declared of standard quality by the Testing Laboratory, 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 Products 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 Products 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.
ANNEX. C

PRICE SCHEDULE SUBMITTED BY THE BIDDER:

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

i. 100% Payment to the Suppliers will be made
   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.
ANNEX. F

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 (Provincial AIDS Control Program) 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 upto 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 Provincial AIDS Control Program, Lahore.

(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 Provincial AIDS Control Program) 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 necessary for purposes of such performance.

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.
Bidding Documents for the procurement of HIV Rapid Diagnostic Kits for Punjab AIDS Control Program

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

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 Rupee.

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 Contract, 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;

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 purchase order under the Contract and inform the Supplier of its findings promptly.

22.3 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 the others address specified in SCC.

27.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

28. Taxation

28.1 All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.