

**ISLAMIC REPUBLIC OF PAKISTAN**  
**MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS &  
COORDINATION**

# **BIDDING DOCUMENTS**

**For Procurement of  
Polymerase Chain Reaction  
(PCR)Kits  
(Single Stage Two Envelope Procedure for  
Prequalified Manufacturers & Sole Agents  
of Foreign Principles)**



**DURING**  
**(FINANCIAL YEAR 2025 - 2026)**

# **Bidding Documents for Provision of “Polymerase Chain Reaction (PCR) Kits”**

## **PART-A – BIDDING PROCEDURE & REQUIREMENTS**

### **Section I - Invitation to Bids**

### **Section II- Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

### **Section III- Bid Data Sheet (BDS)**

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders (ITB).

### **Section IV - Eligible Countries**

This Section contains information regarding eligible countries.

### **Section V - Technical Specifications, Schedule of Requirements**

This Section includes the details of specifications for the goods to be procured and schedule of requirements.

### **Section VI - Standard Forms**

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

## **PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section VII - General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all the contracts.

### **Section VIII - Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract.

### **Section IX - Contract Forms**

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

**Integrity Pact The successful bidder shall be required to furnish Integrity Pact as per the attached format.**

## **SECTION: I - INVITATION TO e-BIDS**

### **MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION**

**Procurement Reference No. #002/25/HEP/Proc-II**

For

**Provision of “Procurement of Polymerase Chain Reaction (PCR) Kits”**

### ***Invitation to e-Bids***

Date: **5<sup>th</sup> January, 2026**

1. This Invitation to e-Bids follows the Procurement Notice No. #002/25/HEP/Proc-II for the subject Project/Procurement which appeared on M/O NHR&C and PPRA’s website & EPADS.
2. The M/O NHR&C has reserved the funds for the procurement planned during the financial year 2025-2026. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the said contract.
3. The M/O NHR&C now invites sealed bids from Prequalified Manufacturers & Sole Agents of Polymerase Chain Reaction (PCR) Kits (PCR Kits) on EPADS.
4. The bidding shall be conducted in line with the procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential prequalified bidders.
5. All bids must be accompanied by a **Bid Security Rs.4.5Million** in an acceptable form in the amount of Pakistani Currency.
6. The Bidders are directed to submit **original bid** on line through EPADS of PPRA & **One Copy**, along with all relevant record, properly filled in, and enclosed in sealed envelope(s) must be delivered to the address **MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION, 3rd FLOOR, KOHSAR BLOCK, PAK SECRETARIAT, ISLAMABAD**) at or before **21-01-2026 before 11:00 hours**. The technical bids will be opened promptly thereafter in public and in the presence of Prequalified bidders’ representatives who choose to attend in the opening at the **Main Conference Hall M/O NHR&C, Islamabad**.

**Project Director  
Elimination HEP-C, M/o NHR&C,3rd FLOOR,  
KOHSAR BLOCK, PAK SECRETARIAT, ISLAMABAD,  
Tel: 051-9245734**

**#002/25/HEP/Proc-II**

**MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS &  
COORDINATION, ISLAMABAD**

Dated: 5Jan, 2026

**TENDER NOTICE**

**“Procurement of Polymerase Chain Reaction (PCR) Kits for Prime Minister program  
for Elimination of HEP-C Infection”**

**(Only for Prequalified Bidders)**

Ministry of National Services Regulations & Coordination (M/O NHR&C), Islamabad intends to invite bids from manufacturer & Sole Agents registered with Income Tax and Sales Tax Department and who are in Active Taxpayers List of the Federal Board of Revenue for Procurement of PCR Kits.

The bidding documents, instructions / terms and conditions may be downloaded from M/O NHR&C's website [www.nhrsc.gov.pk/](http://www.nhrsc.gov.pk/) and PPRA website [www.ppra.org.pk](http://www.ppra.org.pk) & EPADS [www.eprocure.gov.pk](http://www.eprocure.gov.pk) before **1100 hours on Wednesday 21-01-2026**. Bids will be opened on the same day at 1130 hours.

**Project Director  
Elimination HEP-C, M/o NHR&C,3rd FLOOR,  
KOH SAR BLOCK, PAK SECRETARIAT, ISLAMABAD,  
Tel: 051-9245734**

**Section: II Instructions to Bidders (ITBs)**

**A. INTRODUCTION**

<p><b>1. Scope of Bid</b></p>	<p>1.1</p>	<p>Ministry of National Health Services Regulations &amp; Coordination (M/O NHR&amp;C) invites Bids for <b>Procurement of Polymerase Chain Reaction (PCR) Kits</b> as indicated in the <b>Bid Data Sheet (BDS) and Section V - Technical Specifications &amp; Schedule of Requirements.</b></p> <p>The procedure for bidding will be applicable as <b>“Single Stage Two Envelope Procedure” under rule 36 (b) of Public Procurement Rules, 2004.</b></p> <p>The successful Bidders will be expected to deliver the goods/equipment/services within the specified period and timeline(s) as stated in the BDS.</p>
	<p>1.2</p>	<p>Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in the General Conditions of the Contract (GCC).</p>
<p><b>2. Source of Funds</b></p>	<p>2.1</p>	<p>Ministry Of National Health Services Regulations &amp; Coordination</p>
<p><b>3. Eligible Bidders</b></p>	<p>3.1</p>	<p>The invitation for Bids is open to all prospective prequalified, manufacturers &amp; Sole Agents subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.</p>
	<p>3.2</p>	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> <li>a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by M/O NHR&amp;C to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Bid; or</li> <li>e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of M/O NHR&amp;C regarding this Bidding process; or</li> <li>f) Submit more than one Bid in this Bidding process.</li> </ul>

	3.3	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> <li>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>(b) payment in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</li> <li>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</li> <li>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</li> <li>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</li> <li>(f) The firm, supplier or contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</li> </ul>
	3.4	Bidders shall provide to M/O NHR&C evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.5	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the M/O NHR&C, as the M/O NHR&C shall reasonably request.
<b>4. Eligible Goods and Related Services</b>	4.1	PCR Kits and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods & Services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured or processed or through manufacture, procession or assembly another commercially recognized article result that differs substantially in its basic characteristics from its imported component or the place from where the related services are/to be supplied.

	4.4	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
<b>5. One Bid per Bidder</b>	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
<b>6. Cost of Bidding</b>	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and M/O NHR&C shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**B. BIDDING DOCUMENTS**

<b>7. Contents of Bidding Documents</b>	7.1	The Goods (PCR Kits) required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addendum issued in accordance
		with <i>ITB 9.2</i> include: Section I - Invitation to Bids Section II - Instructions to Bidders (ITBs) Section III - Bid Data Sheet (BDS) Section IV - Eligible Countries Section V - Technical Specifications, Schedule of Requirements Section VI - Price Schedule Section VII - Standard Forms Section VIII - General Conditions of Contract (GCC) Section IX - Special Conditions of Contract (SCC) Section X - Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the <b>BDS</b> .
	7.3	M/O NHR&C is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from M/O NHR&C or pdf version from downloaded from the EPAD. However, M/O NHR&C shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.

<b>8. Clarification of Bidding Documents</b>	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify M/O NHR&C in writing or on line through clarification section of EPADs of PPRA that provides record of the content of communication at the M/O NHR&C's address indicated in the <b>BDS</b> .
	8.2	M/O NHR&C will within seven (7) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (07) days prior to the deadline for the submission of Bids as prescribed in <b>ITB 23.1</b> .
	8.3	Copies of the M/O NHR&C's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of M/O NHR&C, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the M/O NHR&C deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9.
	8.5	If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by M/O NHR&C exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
<b>9. Amendment of Bidding Documents</b>	9.1	Before the deadline for submission of Bids, M/O NHR&C for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.

	9.2	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to <b>ITB 7.1</b> and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from M/O NHR&amp;C, PPRA website &amp; EPADS. M/O NHR&amp;C shall promptly publish the Addendum at EPADS of PPRA identified in the BDS:</p> <p>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</p>
	9.3	<p>To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the M/O NHR&amp;C may, at its discretion, extend the deadline for the submission of Bids same will also be published on EPADS of PPRA:</p> <p>Provided that the M/O NHR&amp;C shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>

**C. PREPARATION OF BIDS**

<b>10. Language of Bid</b>	10.1	<p>The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and M/O NHR&amp;C shall be written in the English language unless specified in the <b>BDS</b>. 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 pages in the English language unless specified in the <b>BDS</b>, in which case, for purposes of interpretation of the Bidder, the translation shall govern.</p>
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<p><b>11. Documents and Sample(s) Contributing the Bid</b></p>	<p>11.1</p>	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> <li>a) Form of Bid completed in accordance with <b>ITB 14</b> and <b>15</b>.</li> <li>b) Details of the Sample(s) where applicable and requested in the <b>BDS</b>.</li> <li>c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;</li> <li>d) Documentary evidence established in accordance with <b>ITB 13.3(a)</b> that the Bidder has been authorized by the manufacturer to deliver the goods/equipment into Pakistan, where required and where the supplier is not the manufacturer of those goods;</li> <li>e) Documentary evidence established in accordance with ITB 12 that the goods/equipment and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;</li> <li>f) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 18</b>;</li> <li>g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</li> <li>h) Any other document required in the <b>BDS</b>.</li> </ul>
	<p>11.2</p>	<p>The Bidders shall submit the 2 sealed samples of PCR Kits before the closing time and date for the submission of bids. The M/O NHR&amp;C shall retain the samples of the successful bidders. The M/o NHR&amp;C shall reject the bids if the sample(s):</p> <ul style="list-style-type: none"> <li>a) Does not conform to all characteristics prescribed in the bidding documents; and</li> <li>b) is/are not submitted with in the specific time clearly mentioned in Bid Data Sheet.</li> </ul>
<p><b>12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents</b></p>	<p>12.1</p>	<p>Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.</p>
	<p>12.2</p>	<p>The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p>
	<p>12.3</p>	<p>The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> <li>a) a detailed description of the essential technical specifications and performance characteristics of the Goods/Equipment/Services;</li> </ul>

		<p>b) an item-by-item commentary on the M/O NHR&amp;C's Technical Specifications demonstrating substantial responsiveness of the Goods, Equipment and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications</p> <p>c) any other procurement specific documentation requirement as stated in the <b>BDS</b>.</p>
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period <b>specified in the BDS</b> following commencement of the use of the goods by M/O NHR&C.
	12.5	For purposes of the commentary to be furnished pursuant to <b>ITB 12.3(c)</b> above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by M/O NHR&C in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the M/O NHR&C's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
<b>13. Documents Establishing Eligibility and Qualification of the Bidder</b>	13.1	Pursuant to <b>ITB 11</b> , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of M/O NHR&C that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of <b>M/O NHR&amp;C</b> that:</p> <p>a) in the case of a Bidder offering to supply and install Goods/Equipment/IT/Services under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer to supply and install the Goods/Equipment/IT/Services in Pakistan;</p> <p>b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b>.</p> <p>c) the Bidder meets the qualification criteria listed in the Bid Data Sheet</p>

<b>14. Form of Bid</b>	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted
<b>15. Bid Prices</b>	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents. <ul style="list-style-type: none"> <li>i. the price of the PCR Kits, quoted &amp; delivered per Detail distribution Plan at different locations as specified in the <b>BDS</b></li> <li>ii. The quoted price inclusive of all Government Taxes duties levy etc</li> </ul>
	15.4	The Bid price to be quoted in the Form of Bid in accordance with <b>ITB 15.1</b> shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.
<b>16. Bid Currencies</b>	16.1	Price shall be quoted in Pakistani Rupees. The quoted price should be firm, final and clearly written / typed both in digits and in words without any ambiguity. The price should include all government applicable taxes, duties, delivery etc. The rates / prices against each item shall be entered against each item with Genuine Serial Number.
<b>17. Bid Validity Period</b>	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by M/O NHSR&C. A Bid valid for a shorter period shall be rejected by M/O NHSR&C as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, M/O NHSR&C may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication.
		The Bid Security provided under <b>ITB 18</b> shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with <b>ITB 18</b> in all respects.

	17.3	If the award is delayed by a period exceeding <b>sixty (90) days</b> beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
<b>18. Bid Security or Bid Securing Declaration</b>	18.1	Pursuant to <b>ITB 11</b> , unless otherwise specified in the <b>BDS</b> , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by M/O NHR&C and in the amount and currency specified in the <b>BDS</b> or Bid Securing Declaration as specified in the <b>BDS</b> in the format provided in <b>Section VI (Standard Forms)</b> .
	18.2	The Bid Security or Bid Securing Declaration is required to protect M/O NHR&C against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to <b>ITB 18.9</b> .
	18.3	The Bid Security shall be denominated in Pak rupees and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to M/O NHR&C and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) pay order/ demand draft c) another security if indicated in the <b>BDS</b>
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in <b>Section VI (Standard Forms)</b> or another form approved by M/O NHR&C prior to the Bid submission
	18.5	The Bid Security shall be payable promptly upon written demand by M/O NHR&C in case any of the conditions listed in <b>ITB 18.9</b> are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 18.1 or 18.3</b> shall be rejected by M/O NHR&C as non-responsive.
	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by M/O NHR&C pursuant to <b>ITB 17</b> . M/O NHR&C shall make no claim to the amount of the Bid Security, and

		<p>shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> <li>a) the expiry of the Bid Security;</li> <li>b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;</li> <li>c) the rejection by M/O NHR&amp;C of all Bids;</li> <li>d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.</li> </ul>
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to <b>ITB 42</b> , or furnishing the performance security (or guarantee), pursuant to <b>ITB 43</b> .
	18.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>a) if a Bidder: <ul style="list-style-type: none"> <li>i. withdraws its Bid during the period of Bid Validity as specified by M/O NHR&amp;C, and referred by the bidder on the Form of Bid except as provided for in <b>ITB 17.2</b>;</li> <li style="text-align: center;">or</li> <li>ii. does not accept the correction of errors pursuant to <b>ITB 31</b>; or</li> </ul> </li> <li>b) in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> <li>i) to sign the contract in accordance with <b>ITB 41, 42</b>; or</li> <li>ii) to furnish performance security (or guarantee) in accordance with <b>ITB 43</b>.</li> </ul> </li> </ul>
<b>19. Alternative Bids by Bidders</b>	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS.
<b>20. Withdraw, Substitution and Modification of Bids</b>	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with <b>ITB 20.1</b> shall be returned unopened to the Bidders.
<b>21. Format and signing</b>	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the <b>BDS</b> , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail:

	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the <b>BDS</b> and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

**D. SUBMISSION OF BIDS**

<b>22. Sealing and Marking of Bids</b>	22.1	The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
	22.2	The inner and outer envelopes shall: a) be addressed to M/O NHR&C at the address given in the <b>BDS</b> ; and b) bear the title of the subject Procurement of PCR Kits, as the case may be as indicated in the <b>BDS</b> , the Invitation to Bids (ITB) title and number indicated in the <b>BDS</b> , and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the <b>BDS</b> , pursuant to <b>ITB 23.1</b> .
	22.3	If all envelopes are not sealed and marked as required by <b>ITB 22.2</b> or incorrectly marked, M/O NHR&C will assume no responsibility for the misplacement or premature opening of Bid. <b>Note:</b> <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.</i>
	22.4	<b>M/O NHR&amp;C will adopt Single Stage Two Envelope Bidding Procedure:</b> In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2

<b>23. Deadline for Submission of Bids</b>	23.1	Bids shall be received by M/O NHR&C no later than the date and time specified in the <b>BDS</b> .
	23.2	M/O NHR&C may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with <b>ITB 9</b> , in which case
		all rights and obligations of M/O NHR&C and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
<b>24. Late Bids</b>	24.1	M/O NHR&C shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with <b>ITB 23</b> .
	24.2	Any Bid received by M/O NHR&C after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
<b>25. Withdrawal, Substitution, and Modification of Bids</b>	25.1	A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the M/O NHR&C prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
	25.2	The Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 21 and 22 with the outer and inner envelopes additionally marked <b>“MODIFICATION”</b> , <b>“SUBSTITUTION”</b> OR <b>“WITHDRAWAL”</b> as appropriate. The notice may also be sent by electronic, telex and facsimile, but followed by a signed confirmation copy, post marked no later than the deadline for submission of Bids.
	25.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 25.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.
	25.4	Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this clause or included in the original bid submission.
	25.5	No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders forfeiture of its Bid Security or execution of the Bid Securing Declaration.
	25.6	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 25.

**E. OPENING AND EVALUATION OF BIDS**

<p><b>26. Opening of Bids</b></p>	<p>26.1</p>	<p>M/O NHR&amp;C will open all Bids, in public, in the presence of Bidders’ or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the <b>BDS</b>. The Bidders’ representatives present shall sign a register as proof of their attendance.</p>
	<p>26.2</p>	<p>First, envelopes marked “<b>WITHDRAWAL</b>” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p>
	<p>26.3</p>	<p>Second, outer envelopes marked “<b>SUBSTITUTION</b>” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p>
	<p>26.4</p>	<p>Next, outer envelopes marked “<b>MODIFICATION</b>” shall be opened. No Technical Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid.</p>
	<p>26.5</p>	<p>Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances.</p>
	<p>26.6</p>	<p>Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder’s representative shall indemnify M/O NHR&amp;C against any claim or failure to read out the correct information contained in the Bidder’s Bid.</p>
	<p>26.7</p>	<p>No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to <b>ITB 24</b>.</p>
	<p>26.8</p>	<p>M/O NHR&amp;C shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.</p>

	26.9	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.10	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
<b>27. Confidentiality</b>	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of.....
	27.2	Any effort by a Bidder to influence M/O NHR&C processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding <b>ITB 27.2</b> from the time of Bid opening to the time of contract award, if any Bidder wishes to contact M/O NHR&C on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
<b>28. Clarification of Bids</b>	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, M/O NHR&C may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by M/O NHR&C shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. Only the correction of arithmetic errors discovered by M/O NHR&C in the evaluation of Bids should be sought in accordance with <b>ITB 31</b> .
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work or specifications;</li> <li>c) all securities requirements;</li> <li>d) tax requirements;</li> <li>e) terms and conditions of bidding documents.</li> <li>f) change in the ranking of the bidder</li> </ul>
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact M/O NHR&C on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

<p><b>29. Preliminary Examination of Bids</b></p>	<p>29.1</p>	<p>Prior to the detailed evaluation of Bids, M/O NHR&amp;C will determine whether each Bid:</p> <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b>;</li> <li>b) has been prepared as per the format and contents defined by M/O NHR&amp;C in the Bidding Documents;</li> <li>c) has been properly signed</li> <li>d) is accompanied by the required securities; and</li> <li>e) is substantially responsive to the requirements of the Bidding Documents.</li> </ul> <p>M/O NHR&amp;C's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	<p>29.2</p>	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that:-</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the Services/goods;</li> <li>b) limits in any substantial way, inconsistent with the Bidding Documents, M/O NHR&amp;C's rights or the Bidders obligations under the Contract; or</li> <li>c) if rectified would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul>
	<p>29.3</p>	<p>M/O NHR&amp;C will confirm that the documents and information specified under <b>ITB 11, 12</b> and <b>13</b> have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.</p>

	29.4	<p>M/O NHR&amp;C may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><b>Explanation:</b>  <i>A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. M/O NHR&amp;C either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to M/O NHR&amp;C. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"> <li>(a) <i>Submit the number of copies of signed bids required by the invitation;</i></li> <li>(b) <i>Furnish required information concerning the number of its employees;</i></li> <li>(c) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i></li> </ul>
	29.5	<p>Provided that a Technical Bid is substantially responsive, M/O NHR&amp;C may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
	29.6	<p>Provided that a Technical Bid is substantially responsive, M/O NHR&amp;C shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.</p>
	29.7	<p>If a Bid is not substantially responsive, it will be rejected by M/O NHR&amp;C and may not subsequently be evaluated for complete technical responsiveness.</p>
<p><b>30. Examination of Terms and Conditions’ Technical Evaluation</b></p>	30.1	<p>M/O NHR&amp;C shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</p>

	30.2	M/O NHR&C will evaluate the technical aspects of the Bid submitted in accordance with <b>ITB 22</b> , to confirm that all requirements specified in <b>Section V – Schedule of Requirements, Technical Specifications</b> of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the M/O NHR&C determines that the bid is not substantially responsive in accordance with ITB 29, it shall reject the Bid.
<b>31. Correction of Errors</b>	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of M/O NHR&C there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Bid will, be adjusted by M/O NHR&C in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with <b>ITB 18.9</b> .
<b>32. Conversion to Single Currency</b>	32.1	To facilitate evaluation and comparison, M/O NHR&C will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of ) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the <b>BDS</b> .

	33.2	In evaluating the Technical Proposal of each Bid, the M/O NHR&C shall use the criteria listed in the BDS and in terms of Statement of Requirements and Technical Specifications No other evaluation criteria shall be permitted.
	33.3	M/O NHR&C's evaluation of a Bid will take into account: a) in the case of goods/equipment manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods by the Bidder, if a contract is awarded to the Bidder;
	33.5	In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors: a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of Contract; d) the cost of components, mandatory spare parts, and service; e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; f) the projected operating and maintenance costs during the life of the equipment; g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the <b>TBS</b> and/or in the Technical Specifications.
<b>34. Domestic Preference</b>	34.1	If the <b>BDS</b> so specifies, the M/O NHR&C will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by PPRA from time to time.
<b>35. Determination of Most Advantageous Bid</b>	35.1	In case where M/O NHR&C adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price—from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.

	35.2	<p>M/O NHR&amp;C may adopt the Quality &amp; Cost Based Selection Technique due to the following two reasons:</p> <ol style="list-style-type: none"> <li>i. Where the M/O NHR&amp;C knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or</li> <li>ii. Where the M/O NHR&amp;C, in addition to the mandatory requirements and mandatory technical specifications, requires parameters <b>specified in Evaluation Criteria</b> to be evaluated while determining the quality of the goods:</li> </ol> <p>In such cases, M/O NHR&amp;C may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p>
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<p><b>36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal</b></p>	<p>36.1</p>	<p>Where the Bid price is considered to be abnormally low, M/O NHR&amp;C shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ul style="list-style-type: none"> <li>(a) M/O NHR&amp;C may reject a Bid if M/O NHR&amp;C has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</li> <li>(b) Before rejecting an abnormally low Bid M/O NHR&amp;C shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;</li> <li>(c) The decision of M/O NHR&amp;C to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;</li> <li>(d) M/O NHR&amp;C shall not incur any liability solely by rejecting abnormally low Bid; and</li> <li>(e) An abnormally low Bid means, in the light of the M/O NHR&amp;C's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</li> </ul> <p>Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> <li>(i) Comparing the bid price with the cost estimate;</li> <li>(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</li> <li>(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</li> </ul>
	<p>36.3</p>	<p>M/O NHR&amp;C will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.</p>

	36.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as M/O NHR&C deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event M/O NHR&C will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**F. AWARD OF CONTRACT**

<b>37. Criteria of Award</b>	37.1	Subject to ITB 36 and 38, M/O NHR&C will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
<b>38. Negotiations</b>	38.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: a) a minor alteration to the technical details of the statement of requirements; b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; c) a minor amendment to the special conditions of Contract; d) finalizing payment arrangements; e) delivery arrangements; f) the methodology for provision of related services; or g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, M/O NHR&C may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, M/O NHR&C shall not reopen earlier negotiations.
<b>39. Procuring Agency's Right to reject all Bids.</b>	39.1	M/O NHR&C reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.

	39.3	M/O NHR&C shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
<b>40. Procuring Agency's Right to Vary Quantities at the Time of Award</b>	40.1	M/O NHR&C reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
<b>41. Notification of Award</b>	41.1	Prior to the award of contract, M/O NHR&C shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by M/O NHR&C prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that M/O NHR&C will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with <b>ITB 43</b> and signing of the contract in accordance with <b>ITB 42.2.</b>
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to <b>ITB 43</b> , M/O NHR&C will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to <b>ITB 18.7.</b>
<b>42. Signing of Contract</b>	42.1	Promptly after notification of award, M/O NHR&C shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all condition's precedent of the Contract Form, the successful Bidder and M/O NHR&C shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract
<b>43. Performance Security (or Guarantee)</b>	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to M/O NHR&C a Performance Security (or Guarantee) in the amount and in the form stipulated in the <b>BDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following: a. Pay order / demand draft. b. bank guarantee confirmed by a reputable local bank.
	43.3	Failure of the successful Bidder to comply with the requirement of <b>ITB 43.1</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event M/O NHR&C may make the award to the next ranked Bidder or call for new Bids.
<b>44. Advance Payment</b>	44.1	The advance payment will not be provided in normal circumstances.
<b>45. Arbitrator</b>	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
<b>46. Corrupt &amp; Fraudulent Practices</b>	46.1	M/O NHR&C (including beneficiaries of Government funded projects and procurement) as well as Bidders under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices. a. In pursuance to this the terms as defined in clause 2(b)(f) & 19 of PPRA rules 2004. b. The M/o NHR&C will reject bid under PPRA Rule 33, if it determines that the Bidder has directly or through agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the bidding. c. The M/o NHR&C will also declare the bidder as black listed in accordance with Public Procurement Rule 19 and pre-defined mechanism.

#### **G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**

<b>47. Constitution of Grievance Redressal</b>	47.1	M/O NHR&C shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
<b>48. GRC Procedure</b>	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of M/O NHR&C after the submission of his bid may lodge a written complaint concerning his grievances not later than <b>seven days</b> of the announcement of technical evaluation report and <b>five days</b> after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or M/O NHR&C not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority (PPRA) on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The Committee shall call the record from M/O NHR&C or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The Committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

#### **H. MECHANISM OF BLACKLISTING**

<b>49. Mechanism of Blacklisting</b>	49.1	M/O NHR&C shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations;
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which M/O NHR&C proposes to debar the bidder or contractor from participating in any public procurement of M/O NHR&C.
	49.3	M/O NHR&C shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, M/O NHR&C may issue notice for personal hearing to the bidder or contractor/ authorized representative of the bidder or contractor and M/O NHR&C shall decide the matter on the basis of available record and personal hearing, if availed.

	49.5	In case the bidder or contractor submits written reply of the show cause notice, M/O NHR&C may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	M/O NHR&C shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of M/O NHR&C for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	49.7	M/O NHR&C 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.
	49.8	M/O NHR&C shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by M/O NHR&C to the Authority (PPRA) and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the M/O NHR&C.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.
	49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of M/O NHR&C. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

**SECTION III**  
**BID DATA SHEET (BDS)**

The following specific data for “**Procurement of Polymerase Chain Reaction (PCR) Kit**” shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

**A. INTRODUCTION**

<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
1.	<b>1.1</b>	<p>Name of Procuring Agency: <b>MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS &amp; COORDINATION</b></p> <p>The subject of procurement is: “<b>Procurement of Polymerase Chain Reaction (PCR) Kit</b> ”</p> <p>Period for delivery of goods: <b>As per agreed terms and conditions in the Purchase order/ Contract agreement.</b></p> <p>Commencement date for delivery of Goods: <b>As per agreed terms and conditions in the Purchase order/ contract agreement.</b></p>
2	<b>2.1</b>	<p>Financial year for the operations of the M/O NHR&amp;C: <b>FY 2025-26.</b></p> <p>Name of Project: Prime Minister’s National Programme for the Elimination of Hepatitis C Infection”</p> <p>Name of financing institution: <b>MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS &amp; COORDINATION, GOVERNMENT OF PAKISTAN.</b></p>

**B. BIDDING DOCUMENTS**

3.	<b>7.1</b>	<p>The number of documents to be completed and returned is one “<b>original</b>” <b>Uploaded on EPAD and one “copy”</b> to Director Projects, Elimination HEP-C, M/o NHR&amp;C, 3rd FLOOR, KOHSAR BLOCK, PAK SECRETARIAT, ISLAMABAD, Tel: 051-</p>
	<b>8.1</b>	<p>The address for clarification of Bidding Documents is as under: -</p> <p>For technical Queries and clarifications, if any, can be forwarded to <a href="http://www.eprocure.gov.pk">www.eprocure.gov.pk</a> contact No. <b>051-9245734</b>, email: <b>directorprogram1710@gmail.com</b> within 07x days of tender publication.</p> <p>For general queries and clarification: <b>Project Director: Tel: 051-9245734</b></p>

**C. PREPARATION OF BIDS**

4.	<b>10.1</b>	The Language of all correspondences and documents related to the Bid is English.
5.	<b>11.1 (h)</b>	<p>In addition to the documents stated in <b>ITB 11</b>, the following documents must be included with the proposals: -</p> <p style="text-align: center;"><b><u>Mandatory Documents</u></b></p> <ul style="list-style-type: none"> <li>i. Form of Bid.</li> <li>ii. Proof of the registration of firm with Income tax and Sales tax departments.</li> <li>iii. Proof of the bidder that it is listed on the Active Tax Payer (ATL) list of FBR or shall be verified as online.</li> <li>iv. An Affidavit on Rs. 100/- value stamp paper duly attested by Notary Public, that the firm is not blacklisted by the government/ semi government department as per specimen attached (Form-6)</li> <li>v. An Affidavit on Rs. 100/- value stamp paper duly attested by Notary public, that the firm will provide brand new goods/equipment, warranty, fixation, installation, ensure running of equipment, and after sale services and not the used, substandard products/ items as per specimen attached.</li> <li>vi. Price Undertaking on Rs. 100/- value stamp paper</li> </ul> <p style="text-align: center;"><b><u>Supporting documents:</u></b></p> <ul style="list-style-type: none"> <li>vii. Form of Qualification Information</li> <li>viii. General Information Form</li> <li>ix. Details of Contracts of Similar Nature and Complexity</li> <li>x. Form – Financial Situation and Performance</li> <li>xi. Bid Securing Declaration</li> <li>xii. Bank statement showing annual business turnover for last 3 years. (minimum annual turnover <b>100 million</b>).</li> <li>xiii. Relevant experience and satisfactory report from previous clients in the form of completion certificate/ purchase order.</li> <li>xiv. Integrity Pact</li> </ul> <p>Note: Bidders unable to fulfill the above mentioned mandatory documents and failure to provide the supporting documents shall be treated as technically disqualified and will not be considered for further evaluation.</p>

7.	<b>15.9</b>	The price shall be fixed.
8.	<b>16.1 (a)</b>	The currency of the Bid shall be Pakistani Rupees.
9.	<b>17.1</b>	The financial offer of the firm shall be valid for 90 days after opening of financial offer.
10.	<b>18.1</b>	The amount of Bid Security shall be Rs.4.5million (Rupees Four Million and Five Hundred Thousand) in the shape of demand draft/pay order only, to be issued in favor of <b>Project Director, Prime Minister National Program for the elimination of Hepatitis C Infection</b> , M/O NHR&C, Islamabad at the time of submitting technical proposals, along with bid.
11.	<b>18.3</b>	The Bid Security shall be in Pak. Rupees.
12.	<b>21.1</b>	The firm shall submit One original on EPADS as a final document for evaluation and One copy of the bid clearly marking each “Original” and “Copy”. Just for support
13.	<b>21.2</b>	Written authorization signed and stamped by the head of the company on its official letterhead is required.

#### **D. SUBMISSION OF BIDS**

<b>14.</b>	<b>22.2 (a)</b>	Hard Copies of one original and one copy of Bid, complete in all respect, shall be submitted to the following address: <b>Project Director, Prime Minister National Program for the elimination of Hepatitis C Infection.</b>  <b>MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS &amp; COORDINATION, GOVERNMENT OF PAKISTAN.</b> <b>Islamabad.</b>
<b>15.</b>	<b>22.2 (b)</b>	Title of the subject Procurement is “ <b>Procurement of Polymerase Chain Reaction (PCR) Kits</b> ”  Tender number: ...# <b>021/25/HEP/Proc-II</b>
<b>16.</b>	<b>23.1</b>	The deadline for Bid submission is a) <b>Day: Tuesday</b> b) <b>Date: 20-01-2026,</b> c) <b>Time: 1100 Hours</b>

### **E. OPENING AND EVALUATION OF BIDS**

17	26.1	The Bid opening shall take place at:  <b>Main Conference Room, Executive Block (Old NEOC), M/O NHR&amp;C Head quarter, Islamabad.</b> <b>Day : Wednesday</b> <b>Date:21-01-2026,</b> <b>Time: 1130 Hours</b>
18	32.2	The currency that shall be used for Bid evaluation is Pak Rupee.
19	35	<b>Evaluation Techniques</b> <b>Least Cost Based Selection (LCBS)</b> After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered as most advantageous bidder. At the time of financial quotation, the bidder shall specify unit prices and total bid prices for each item in accordance with the item specifications. No alternate models or separate accessories will be considered. Bid for individual items will not be evaluated. If a bidder chooses not to quote all the items, that bid will not be considered in evaluation process.
20.	33.5 (b)	Delivery schedule. The Successful bidder shall deliver the items within mutually agreed time period & Locations in Pakistan as per requirement by M/O NHR&C.

### **E. Award of Contract**

21.	43.1	The Performance Security/guarantee shall be 10% of the contract cost in Pak rupees.
22.	43.2	The Performance Security/guarantee @10% of the contract Price against the Bank Guarantee.
23.	44.1	The Advance Payment is not permissible.
24.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

### **F. Review of Procurement Decisions**

25.	49.1	Grievances Committee of M/O NHR&C <b>Deputy Secretary (Admin),</b> <b>Secretary Grievances Redressal Committee,</b> <b>M/O NHR&amp;C, Kohsar Block, Pak-Secretariat</b> <b>Islamabad.</b>
		The Address of Appellate Redressal Committee to submit a copy of grievances:  <b>Grievance Redressal Appellate Committee,</b> <b>Public Procurement Regulatory Authority 1<sup>st</sup> Floor, G-5/2,</b> <b>Islamabad,</b> Tel: +92-51-9202254

## **Section IV. Eligible Countries**

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

**SECTION V: TECHNICAL SPECIFICATIONS,  
SCHEDULE OF REQUIREMENTS  
Polymerase Chain Reaction (PCR) Kits**

Sr. No.	Name of Item	Specification	Qty
1	<b>Polymerase Chain Reaction (PCR) Kits</b>	<p><b>TESTING KITS/DEVICES Specifications:</b></p> <p>1. <b>Kits for HCV, Quantitative Tests:</b></p> <p style="margin-left: 40px;">a. Fully automatic sample preparation, amplification, extraction and detection system.</p> <p style="margin-left: 40px;">b. High sensitivity and specificity:</p> <p style="margin-left: 80px;">i. <b>HCV:</b> Sensitivity 15 IU/ml, Specificity 99.5%</p> <p style="margin-left: 40px;">c. Contamination prevention system without bleach requirement</p> <p style="margin-left: 40px;">d. Ready-to-use reagents, no manual steps required.</p> <p>2. <b>Support and Maintenance:</b></p> <p style="margin-left: 40px;">a. Maintenance of equipment and consumables.</p> <p style="margin-left: 40px;">b. Backup via UPS and compatible 10KVA generator.</p> <p style="margin-left: 40px;">c. Stationery and lab items provided by the vendor.</p> <p>3. <b>Integrated IT Features:</b></p> <p style="margin-left: 40px;">a. Middleware for quality control, multi-site connectivity, tracking, and QR code verification.</p> <p>4. <b>Additional Services:</b></p> <p style="margin-left: 40px;">a. Transportation of samples at 2–8°C from health facilities.</p> <p style="margin-left: 40px;">b. Included SGPT, SGOT, and Cell Pack testing costs for positive PCR cases.</p> <p>IVD, CE Marked/FDA Approved</p>	<b>56,680 (Test)</b>

**Note:** *Failure to comply with any Specification will result in non-responsiveness of the Bidder*

**MANDATORY REQUIREMENT**

Mandatory Submission of Price Undertaking Regarding Rates Offered to Other Government Organizations:

1. The bidder shall be required to **quote bid not higher than the prices already quoted, offered, or contracted by the bidder/authorize dealer with any other Federal, Provincial, Autonomous, or Semi-Autonomous Government organization** for the same or similar item(s) during the validity period of the bid and contract.
2. The bidder shall submit a **price undertaking on Rs.100/- stamp paper, duly signed and stamped by the authorized signatory**, confirming that:
  - a. The prices quoted in this tender are **not higher** than the prices offered to or contracted with any other Government organization.
  - b. In case it is established at any stage that the bidder/authorize dealer has offered lower prices to another Government organization for the same item(s) during the bid validity or contract period, the Procuring Agency shall have the right to disqualify/terminate the contract.
3. Submission of the above undertaking is **mandatory. Non-submission, conditional submission, or submission on plain paper shall render the bid non-responsive**, and such bid shall be liable to rejection at the technical evaluation stage.
4. **Binding Effect**  
The undertaking shall form an **integral part of the bid and contract**, and shall remain binding upon the bidder throughout the bid validity and contract period.

### SCHEDULE OF REQUIREMENTS PCR Kits

Sr. #	Location (Designated Warehouse Name & Address)	Total Qty. Requirement	Quantity Required	Need by date	Supplier Delivery Schedule
1	District Health Office, Tarlai, <b>Islamabad</b>	37,180	1 <sup>st</sup> Batch: 18,590 2 <sup>nd</sup> Batch: 9,295 3 <sup>rd</sup> Batch: 9,295	Within 45days after issuance of LOA	.....
2	TB Leprosy Center, River view road, Amphary, <b>Gilgit</b>	6000	1 <sup>st</sup> Batch: 3000 2 <sup>nd</sup> Batch: 1500 3 <sup>rd</sup> Batch: 1500	Within 45days after issuance of LOA	.....
3	Central Medical Store Depot (CMSD) <b>AJ&amp;K</b> Sector H-9/1, Opposite Margalla railway Station, <b>Islamabad</b>	13,500	1 <sup>st</sup> Batch: 6,750 2 <sup>nd</sup> Batch: 3,375 3 <sup>rd</sup> Batch: 3,375	Within 45days after issuance of LOA	.....
<b>Total Requirement</b>		<b>56,680</b>			

**SECTION: VI**  
**Technical Evaluation Criteria**

**Sample Qualification and Technical Evaluation criteria**

	Parameters	Detail	Total marks	Remarks																		
1	Market experience in quoted items	<table border="1"> <tr> <td>i.</td> <td>Above 5 yrs</td> <td>15</td> </tr> <tr> <td>ii.</td> <td>3-5 yrs</td> <td>13</td> </tr> <tr> <td>iii.</td> <td>1-2 yrs</td> <td>11</td> </tr> </table>	i.	Above 5 yrs	15	ii.	3-5 yrs	13	iii.	1-2 yrs	11	15	In case of authorize supplier, original manufacturer experience shall be attached. Experience less than 1 year are not eligible									
i.	Above 5 yrs	15																				
ii.	3-5 yrs	13																				
iii.	1-2 yrs	11																				
2	Past performance	<p>Major institution served</p> <table border="1"> <tr> <td>i.</td> <td>Above 10</td> <td>15</td> </tr> <tr> <td>ii.</td> <td>8 to 10</td> <td>13</td> </tr> <tr> <td>iii.</td> <td>5 to 7</td> <td>11</td> </tr> <tr> <td>iv.</td> <td>2 to 4</td> <td>9</td> </tr> <tr> <td>v.</td> <td>1</td> <td>7</td> </tr> <tr> <td>vi.</td> <td>No institution served</td> <td>0</td> </tr> </table>	i.	Above 10	15	ii.	8 to 10	13	iii.	5 to 7	11	iv.	2 to 4	9	v.	1	7	vi.	No institution served	0	15	Institution include Government department, hospitals and private hospitals
i.	Above 10	15																				
ii.	8 to 10	13																				
iii.	5 to 7	11																				
iv.	2 to 4	9																				
v.	1	7																				
vi.	No institution served	0																				
3	Credibility and certification	<table border="1"> <tr> <td>i.</td> <td>Valid GMP certificate</td> <td>15</td> </tr> <tr> <td>ii.</td> <td>Valid ISO certification</td> <td>13</td> </tr> <tr> <td>iii.</td> <td>Any other relevant certification</td> <td>10</td> </tr> </table>	i.	Valid GMP certificate	15	ii.	Valid ISO certification	13	iii.	Any other relevant certification	10	15	GMP issued by Drug Regulator Authority of Pakistan is required. Therapeutic goods which are not Registered with DRAP are not eligible.									
i.	Valid GMP certificate	15																				
ii.	Valid ISO certification	13																				
iii.	Any other relevant certification	10																				
4	Financial Status	<table border="1"> <tr> <td>i.</td> <td>The Cumulative turnover of the three financial year (FY 2022-23 &amp; 2023-24, 2024-25) more than 2000 million</td> <td>15</td> </tr> <tr> <td>ii.</td> <td>The Cumulative turnover of the three financial year (FY 2022-23 &amp; 2023-24, 2024-25) 1500~ 2000 million</td> <td>12</td> </tr> <tr> <td>iii.</td> <td>The Cumulative turnover of the three financial year (FY 2022-23 &amp; 2023-24, 2024-25) 1000~1499 million</td> <td>9</td> </tr> </table>	i.	The Cumulative turnover of the three financial year (FY 2022-23 & 2023-24, 2024-25) more than 2000 million	15	ii.	The Cumulative turnover of the three financial year (FY 2022-23 & 2023-24, 2024-25) 1500~ 2000 million	12	iii.	The Cumulative turnover of the three financial year (FY 2022-23 & 2023-24, 2024-25) 1000~1499 million	9	15	Relevant documents to be attached (FBR income tax / sale tax returns are required to be Submitted).									
i.	The Cumulative turnover of the three financial year (FY 2022-23 & 2023-24, 2024-25) more than 2000 million	15																				
ii.	The Cumulative turnover of the three financial year (FY 2022-23 & 2023-24, 2024-25) 1500~ 2000 million	12																				
iii.	The Cumulative turnover of the three financial year (FY 2022-23 & 2023-24, 2024-25) 1000~1499 million	9																				
5	Production capacity	<p>Per day production capacity against the quoted items against total advertised quantity</p> <table border="1"> <tr> <td>i</td> <td>1.6-2%</td> <td>15</td> </tr> <tr> <td>ii</td> <td>1.1-1.5%</td> <td>13</td> </tr> </table>	i	1.6-2%	15	ii	1.1-1.5%	13	15													
i	1.6-2%	15																				
ii	1.1-1.5%	13																				

		iii	1%	11		
		iv	Less than 1 %	0		
6	Product sample	Sample will be examine as per following parameters a. Certificate of Analysis b. Labeling and packing rule 1986 c. Outer packing d. Inner packing a) Physical appearance			20	Certificate of Analysis of the quoted Product shall be mandatory for Product sample evaluation. Products that 100% comply with the advertised specification shall be considered for evaluation.
		i	Excellent	20		
		ii	Good	15		
		iii	Satisfactory	10		
		iv	Unsatisfactory	0		
		b) MRP/Not Sale				
7	Ranking of firm	Current ranking according to Sales (pharmaceutical sales index)			5	Attach certificate of current ranking
		i	Above 100	2		
		ii	60-99	3		
		iii	30-59	4		
		iv	1-29	5		
		Obtained marks= .....			Total= 100	Passing marks 70

**Total marks of Ordinary Parameters:** 70 qualifying Marks out of 100 to qualify for the financial bid opening.

Note:

1. The experience of the quoted item (complete Purchase Orders) shall be considered on the name of the bidder only.
2. The bidder shall provide 2 packs of samples of the quoted brand of each quoted item along with its bid for evaluation by END USER.

## Price Schedule

### Price and Completion Schedule - Related Services

Currencies in accordance with ITB 16						Date: _____
						No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

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

## **SECTION: VIII- Forms**

- 1. Form of Bid**
- 2. Form of Qualification Information**
- 3. General Information Form**
- 4. Details of Contracts of Similar Nature and Complexity**
- 5. Form – Financial Situation and Performance**
- 6. Letter of Acceptance**
- 7. Bid Securing Declaration**
- 8. Blacklisting Certificate**
- 9. Undertaking / Certificate**
- 10. Delivery Schedule**

**Form 1: Form of Bid**

Date:

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *goods* in conformity with the said Bidding Documents.

We are hereby confirming M/O NHR&C, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

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 (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to **ITB Clause 3.2.**

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 09**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan’s laws or official regulations.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Name) \_\_\_\_\_

*[signature]*

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**FORM 2: FORM OF QUALIFICATION INFORMATION**

<b>1. Individual Bidders</b>	1.1 Constitution or legal status of Bidder: <i>[attach copy]</i> Place of registration: <i>[insert]</i> Principal place of business: <i>[insert]</i> Power of attorney of signatory of Bid: <i>[attach]</i>		
	1.2 Total annual volume of Services performed in <i>(insert period)</i> years, locally or internationally traded currency specified in the Bid Data Sheet: <i>[insert]</i>		
	1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last <i>(insert period)</i> years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.		
Project name and country	Name of PA and contact person	Type of Services provided and year of completion	Value of Contract
(a)			
(b)			

1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			

1.5 Financial reports for the last *(insert period)* years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.6 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.

1.7 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.

1.8 Information regarding any litigation, current or within the last *(insert period)* years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved

(a)			
(b)			

1.9 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

<b>2. Additional Requirements</b>	Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.
-----------------------------------	--

We, the undersigned declare that

(a) The information contained in and attached to this form is true and accurate as of the date of bid submission.

*delete statement which does not apply]*

(b) The originally submitted pre-qualification information remains essentially correct as of date of submission.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

### FORM 3: GENERAL INFORMATION FORM

#### General Information Form

All individual firms and each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s).

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of beneficial owners along with shares percentage		
Name	Nationality	Share Percentage
1.		
2.		
3.		
4.		
5.		
To be completed by all owners of partnerships or individually owned firms.		



## FORM 5: Financial Situation and Performance

*[The following table shall be filled in for the Bidder and for each member of a Joint Venture]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate, )				
	Year 1	Year 2	Year 3		
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
<b>Cash Flow Information</b>					
Cash Flow from Operating Activities					

### 2. Financial documents

The Bidder and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements for the *[number]* years required above; and complying with the requirements.

**Average Annual Turnover (Annual Sales Value)**

*[The following table shall be filled in for the Bidder and for each member of a Joint Venture]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

<b>Annual turnover Data</b>			
<b>Year</b>	<b>Currency</b>	<b>Exchange rate</b>	<b>PKR equivalent</b>
<i>[indicate calendar year]</i>	<i>[indicate currency]</i>		
		Average Annual Turnover *	

\* Total PKR equivalent for all years divided by the total number of years.

**Form 6: Letter of Acceptance**

*[Letter head paper of the Procuring Agency]*

*[date]*

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

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

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 45.1**.

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

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

Authorized Signature: Name and Title of Signatory: Name of Agency: Attachment: Contract

Copy: Appointing Authority and Supplier

### **Form 7: Bid Securing Declaration**

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

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

Bid No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

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

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

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)

**Form-8**  
**Black-Listing Certificate**  
(Must be printed on Rs. 100/- stamp paper)

Certified that M/s..... has not been Black listed by any public or private or International organization in Pakistan

M/s. \_\_\_\_\_

Contact person . \_\_\_\_\_

Address: \_\_\_\_\_

Tel # \_\_\_\_\_ Mobile \_\_\_\_\_ Fax. \_\_\_\_\_

Email. \_\_\_\_\_

Signature \_\_\_\_\_ Dated \_\_\_\_\_

Agency seal:

**Attested by Notary Public**

**Form-9**  
**Undertaking / Certificate**  
(Must be printed on Rs. 100/- stamp paper)

The firm will provide only original/ genuine and brand new products and not substandard, poor quality, fake / counterfeited products/ items.

If provided items/ information found false, or the firm found Black listed / debarred by any organization in Pakistan, or any criminal proceedings found in any court of law, the contract of the firm will be immediately terminated without assigning any reason and making any refund/ payment. Further the performance security given by the firm will also be confiscated and blacklisting / debarment proceedings may also be initiated against the firm.

M/s. \_\_\_\_\_

Contact person . \_\_\_\_\_

Address: \_\_\_\_\_

Tel # \_\_\_\_\_ Mobile \_\_\_\_\_ Fax. \_\_\_\_\_

Email. \_\_\_\_\_

Signature \_\_\_\_\_ Dated \_\_\_\_\_

Agency seal:

**Attested by Notary Public**

**Form 10: Delivery Schedule**

Sr. #	Location (Designated Warehouse Name & Address)	Total Qty.	Schedule Quantity	Supplier Delivery Date
1	District Health Office, Tarlai, <b>Islamabad</b>		1 <sup>st</sup> Batch: ..... 2 <sup>nd</sup> Batch: ..... 3 <sup>rd</sup> Batch: .....	..... ..... .....
2	TB Leprosy Center, River view road, Amphary, <b>Gilgit</b>		1 <sup>st</sup> Batch: ..... 2 <sup>nd</sup> Batch: ..... 3 <sup>rd</sup> Batch: .....	..... ..... .....
3	Central Medical Store Depot (CMSD) <b>AJ&amp;K</b> Sector H-9/1, Opposite Margalla railway Station, <b>Islamabad</b>		1 <sup>st</sup> Batch: ..... 2 <sup>nd</sup> Batch: ..... 3 <sup>rd</sup> Batch: .....	..... ..... .....
	Total Requirement			

Signature \_\_\_\_\_

Dated \_\_\_\_\_

Agency seal:

**SECTION VII:**  
**GENERAL CONDITIONS OF THE**  
**CONTRACT**

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	<b>Definitions</b>	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			<b>a.</b> “Authority” means National Disaster Management Authority
			<b>b.</b> The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
			<b>c.</b> The “Contract” means the agreement entered into between M/O NHR&C and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			<b>d.</b> The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.
			<b>e.</b> “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			<b>f.</b> “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC.
			<b>g.</b> The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			<b>h.</b> “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.
			<b>i.</b> “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the M/O NHR&C under Contract
			<b>j.</b> “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by M/O NHR&C upon fulfillment of the conditions precedent stipulated in GCC Clause 3.
			<b>k.</b> “Procuring Agency” means the person named as M/O NHR&C in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.

			<p><b>l.</b> “Related Services” means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.</p>
			<p><b>m.</b> “GCC” means the General Conditions of Contract contained in this section.</p>
			<p><b>n.</b> “Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.</p>
			<p><b>o.</b> “SCC” means the Special Conditions of Contract.</p>
			<p><b>p.</b> “Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by M/O NHR&amp;C and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.</p>
			<p><b>q.</b> “Project Name” means the name of the project stated in SCC.</p>
			<p><b>r.</b> “Day” means calendar day.</p>
			<p><b>s.</b> “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.</p>
			<p><b>t.</b> “End User” means the organization(s) where the goods will be used, as named in the SCC.</p>
			<p><b>u.</b> “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p>
			<p><b>v.</b> “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the</p>

			<p>circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
			<p>w. “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by M/O NHSR&amp;C.</p>
			<p>x. The Supplier's Bid is the completed Bid document submitted by the Supplier to M/O NHSR&amp;C.</p>
2.	<b>Application and interpretation</b>	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
		2.2	<p>In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.</p>
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority</p> <ol style="list-style-type: none"> <li>1. Form of Contract</li> <li>2. Special Conditions of Contract</li> <li>3. General Conditions of Contract,</li> <li>4. Letter of Acceptance</li> <li>5. Certificate of Contract Commencement</li> <li>6. Specifications</li> </ol>

			7. Contractor's Bid, and 8. Any other document listed in the Special Conditions of Contract as forming part of the Contract
3.	<b>Conditions precedent</b>	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a. Submission of performance Security (or guarantee) in the form specified in the SCC; b. Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If M/O NHR&C is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver, he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	<b>Governing Language</b>	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and M/O NHR&C shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5.	<b>Applicable Law</b>	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6.	<b>Country of Origin</b>	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	<b>Scope of the Goods/Equipment/Information System</b>	7.1	Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all Goods/Information Technologies, Materials and other Equipment as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan
		7.2	The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.

		7.3	The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings
8.	<b>Supplier's Responsibilities</b>	8.1	The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
		8.2	The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring agency and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date Seven (07) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract
		8.3	The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination.
		8.4	The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Procuring agency's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring agency and that are necessary for the performance of the Contract.
		8.5	The Supplier shall comply with all laws in force in the Procuring agency's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the

			Supplier. The Supplier shall indemnify and hold harmless the Procuring agency from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. The Supplier shall not indemnify the Procuring agency to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring agency.
		8.6	The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.
		8.7	Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin in a country that shall be an Eligible Country.
		8.8	The Supplier shall permit the Procuring Agency and/or persons appointed by the Procuring Agency to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors.
		8.9	Other Supplier responsibilities, if any, are as stated in the SCC.
9.	<b>Procuring Agency's Responsibility</b>	9.1	The Procuring Agency shall ensure the accuracy of all information and/or data to be supplied by the Procuring agency to the Supplier, except when otherwise expressly stated in the Contract.
		9.2	The Procuring agency shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.
		9.3	The Procuring agency shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
		9.4	If requested by the Supplier, the Procuring agency shall use its

			best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
		9.5	In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
		9.6	The Procuring agency shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring agency may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion
		9.7	Unless otherwise specified in the Contract or agreed upon by the Procuring agency and the Supplier, the Procuring agency shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.
		9.8	The Procuring agency will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.
		9.9	The Procuring agency assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 26, and shall be responsible for the continued operation of the System after Operational

			Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
		9.10	The Procuring agency is responsible for performing and safely storing timely and regular backups of its data in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
		9.11	Other Procuring agency responsibilities, if any, are as stated in the SCC.
10.	<b>Prices</b>	10.1	The contract price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		10.2	Prices charged by the Supplier for Information System under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
11.	<b>Payment</b>	11.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		11.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
		11.3	Payments shall be made promptly by the Procuring Agency, after submission of an invoice or claim by the Supplier.
		11.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		11.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 11.4
12.	<b>Performance Guarantee</b>	12.1	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		12.2	The Performance Guarantee shall be in one of the following forms:
		a)	Pay order / demand draft
		12.3	The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier after completion of the Supplier's performance obligations under

			the Contract, including any warranty obligations, unless otherwise specified in SCC.
13.	<b>Taxes and Duties</b>	13.1	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		13.2	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the supply of the information system to the Procuring Agency
14.	<b>Copy Rights</b>	14.1	The Intellectual Property Rights in all goods and Standard Materials shall remain vested in the owner of such rights.
		14.2	The Procuring agency agrees to restrict use, copying, or duplication of the Standard goods and Standard Materials in accordance with GCC Clause 16, except those additional copies of Standard Materials may be made by the Procuring agency for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials
15.	<b>Software License Agreements</b>	15.1	<p>If applicable; Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring agency, the Supplier hereby grants to the Procuring agency license to access and use the Software, including all inventions, designs, and marks embodied in the Software.</p> <p>Such license to access and use the Software shall:</p> <p>(a) be:</p> <p>(i) nonexclusive;</p> <p>(ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41;</p> <p>(iii) valid throughout the territory of the Procuring agency's Country (or such other territory as specified in the SCC); and</p> <p>(iv) subject to additional restrictions (if any) as specified in the SCC.</p>
			<p>b) permit the Software to be:</p> <p>(i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred</p>

			<p>between primary and backup;</p> <ul style="list-style-type: none"> <li>(ii) as specified in the SCC, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class;</li> <li>(iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;</li> <li>(iv) reproduced for safekeeping or backup purposes;</li> <li>(v) customized, adapted, or combined with other computer software for use by the Procuring agency, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;</li> <li>(vi) as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Procuring agency may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and</li> <li>(vii) disclosed to, and reproduced for use by, the Procuring agency and by such other persons as are specified in the SCC (and the Procuring agency may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.</li> </ul>
		15.2	<p>The Standard Software may be subject to audit by the Supplier, in accordance with the terms specified in the SCC, to verify compliance with the above license agreements.</p>

16.	<b>Confidential Information</b>	16.1 Except if otherwise specified in the SCC, the "Receiving Party" (either the Procuring agency or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
		16.2 For the purposes of GCC Clause 16.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring agency or the Procuring agency's use of the System.
		16.3 Notwithstanding GCC Clauses 16.1 and 16.2: <ul style="list-style-type: none"> <li>(a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring agency to the extent reasonably required for the Subcontractor to perform its work under the Contract; and</li> <li>(b) the Procuring agency may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,</li> </ul> <p>in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 16 as if that person were party to the Contract in place of the Receiving Party.</p>
		16.4 The Procuring agency shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring agency's prior written consent, use any Confidential Information received from the Procuring agency for any purpose other than those that are required for the performance of the Contract.

		16.5	<p>The obligation of a party under GCC Clauses 16.1 through 16.4 above, however, shall not apply to that information which:</p> <ul style="list-style-type: none"> <li>(a) now or hereafter enters the public domain through no fault of the Receiving Party;</li> <li>(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;</li> <li>(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.</li> </ul>
		16.6	The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
		16.7	The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
17.	<b>Project Plan</b>	17.1	In close cooperation with the Procuring agency and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.
		17.2	The Supplier shall formally present to the Procuring agency the Project Plan in accordance with the procedure specified in the SCC
		17.3	If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 35.
		17.4	The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract
		17.5	The Progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to the Procuring agency in the format and frequency specified in the Technical Requirements.

18.	<b>Sub-contracting</b>	18.1	List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring agency. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring agency for its approval in sufficient time so as not to impede the progress of work on the System. The Procuring agency shall not withhold such approval unreasonably. Such approval by the Procuring agency of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract
		18.2	The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 18.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring agency's prior approval under GCC Clause 18.3.
		18.3	For items for which pre-approved Subcontractor lists have not been specified in Appendix to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring agency in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring agency has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Procuring agency has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring agency during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring agency of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring agency or Supplier as they are specified in GCC Clauses 18.1 and 18.2, in the SCC, or in Appendix of the Contract Agreement.

19.	<b>Procurement and Delivery</b>	19.1	Subject to related Procuring agency's responsibilities pursuant to GCC Clause 9, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site
		19.2	Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements
		19.3	Early or partial deliveries require the explicit written consent of the Procuring agency, which consent shall not be unreasonably withheld.
20.	<b>Transportation</b>	20.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring agency's instructions to the Supplier.
		20.2	The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.
		20.3	Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

21.	<b>Documents</b>	<p data-bbox="395 188 1289 304">21.1 Unless otherwise specified in the SCC, the Supplier will provide the Procuring agency with shipping and other documents, as specified below;</p> <p data-bbox="501 315 1289 387">(i) For Goods supplied from outside the Procuring agency's Country:</p> <p data-bbox="635 416 1289 741">Upon shipment, the Supplier shall notify the Procuring agency and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate, with a copy to the cargo insurance company:</p> <ul data-bbox="635 770 1289 1167" style="list-style-type: none"> <li data-bbox="635 770 1289 875">(a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li data-bbox="635 904 1289 943">(b) usual transportation documents;</li> <li data-bbox="635 972 1289 1010">(c) insurance certificate;</li> <li data-bbox="635 1039 1289 1077">(d) certificate(s) of origin; and</li> <li data-bbox="635 1106 1289 1167">(e) estimated time and point of arrival in the Procuring agency's Country and at the site.</li> </ul> <p data-bbox="501 1196 1289 1267">(ii) For Goods supplied locally (i.e., from within the Procuring agency's country):</p> <p data-bbox="635 1296 1289 1514">Upon shipment, the Supplier shall notify the Procuring agency by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate:</p> <ul data-bbox="635 1543 1289 1939" style="list-style-type: none"> <li data-bbox="635 1543 1289 1648">(a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;</li> <li data-bbox="635 1677 1289 1749">(b) delivery note, railway receipt, or truck receipt;</li> <li data-bbox="635 1778 1289 1816">(c) certificate of insurance;</li> <li data-bbox="635 1845 1289 1883">(d) certificate(s) of origin; and</li> <li data-bbox="635 1912 1289 1939">(e) estimated time of arrival at the site.</li> </ul>
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			<p>(iii) Customs Clearance</p> <p>(a) The Procuring agency will bear responsibility for, and cost of, customs clearance into the Procuring agency's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Procuring agency's country in the Price Schedules referred to by Article 2 of the Contract Agreement.</p> <p>(b) At the request of the Procuring agency, the Supplier will make available a representative or agent during the process of customs clearance in the Procuring agency's country for goods supplied from outside the Procuring agency's country. In the event of delays in customs clearance that are not the fault of the Supplier:</p> <p>(c) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 26; the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.</p>
22.	<b>Product Upgrades</b>	22.1	At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Procuring agency the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.
		22.2	At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring agency any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Procuring agency's Country.

			<p>During performance of the Contract, the Supplier shall offer to the Procuring agency all new versions, releases, and updates of information technologies, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Procuring agency's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these information technology exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.</p>
23.	<b>Inspections and Test</b>	23.1	<p>The Procuring Agency or its representative shall have the right to inspect and /or to test the components of the system to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.</p>
		23.2	<p>The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.</p>
		23.3	<p>Should any inspected or tested component fail to conform to the Specifications, the Procuring Agency may reject the component, and the Supplier shall replace the rejected component to meet specification requirements free of cost to the Procuring Agency.</p>
		23.4	<p>The Procuring Agency's right to inspect, test and, where necessary, reject component after' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the shipment from the country of origin.</p>

		23.5	The Procuring Agency may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected
		23.6	If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.
24.	<b>Installation of the System</b>	24.1	As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Procuring agency in writing

	<p>24.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 26.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Procuring agency in writing, in accordance with GCC Clause 24.1. The procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued.</p>
	<p>24.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, or if the Procuring agency puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring agency put the System into production operation, as the case may be.</p>

25.	<b>Commissioning</b>	25.1	<p>Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 26.1) shall be commenced by the Supplier:</p> <ul style="list-style-type: none"> <li>(a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 24.2; or</li> <li>(b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or</li> <li>(c) immediately after Installation is deemed to have occurred, under GCC Clause 24.3.</li> </ul>
		25.2	<p>The Procuring agency shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.</p> <p>Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing</p>
26.	Operational Acceptance Tests	26.1	<p>The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring agency (in accordance with GCC Clause 9.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier’s bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan.</p> <p>At the Procuring agency’s discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.</p>

		26.2	If for reasons attributable to the Procuring agency, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 26.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Procuring agency and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan.
27.	Operational Acceptance	27.1	<p>Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when</p> <ul style="list-style-type: none"> <li>a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or</li> <li>b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring agency within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or</li> <li>c) the Procuring agency has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring agency and document such use</li> </ul>
		27.2	At any time after any of the events set out in GCC Clause 27.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.
		27.3	<p>After consultation with the Procuring agency, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:</p> <ul style="list-style-type: none"> <li>(a) issue an Operational Acceptance Certificate; or</li> <li>(b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or</li> <li>(c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.1 (b) arises.</li> </ul>

	27.4	<p>The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring agency, and the Procuring agency, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring agency of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3. The Procuring agency shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.</p>
	27.5	<p>If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 26.1, then either:</p> <p style="padding-left: 40px;">(a) the Procuring agency may consider terminating the Contract, pursuant to GCC Clause 41;</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring agency to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.</p>
	27.6	<p>If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice</p>

28.	Partial Acceptance	28.1	If so specified in the SCC for GCC Clause 26.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 28.2
		28.2	The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 28.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC 27.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned
		28.3	In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring agency or Supplier.
29.	Warranty/ Defect Liability Period	29.1	The Supplier warrants that the system, including all Information Technologies, Materials and other goods supplied and services provided under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied and services provided under this Contract shall have no defect, arising from design, materials, or workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Information System in the conditions prevailing in Pakistan. Exceptions and/or limitations, if any, to this warranty with respect to material and goods, shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

		29.2	This warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall remain valid for a period specified in the SCC.
		29.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		29.4	Upon receipt of such notice, the Supplier shall promptly or within the period specified in the SCC, in consultation and agreement with the Procuring agency regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier
		29.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
30	Intellectual Property Rights Indemnity	30.1	<p>The Supplier shall indemnify and hold harmless the Procuring agency and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring agency or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:</p> <ul style="list-style-type: none"> <li>(a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;</li> <li>(b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and</li> <li>(c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Procuring agency's breach of GCC Clause 30.2.</li> </ul>

		30.2	Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.
		30.3	Such indemnities shall also not apply if any claim of infringement: <ul style="list-style-type: none"> <li>(a) is asserted by a parent, subsidiary, or affiliate of the Procuring agency's organization;</li> <li>(b) is a direct result of a design mandated by the Procuring agency's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or</li> <li>(c) results from the alteration of the System, including the Materials, by the Procuring agency or any persons other than the Supplier or a person authorized by the Supplier</li> </ul>
31	Insurance	31.1	The Information System supplied/provided under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

32	Limitation of Liability	32.1	<p>Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:</p> <p>(a) the Supplier shall not be liable to the Procuring agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring agency; and</p> <p>(b) the aggregate liability of the Supplier to the Procuring agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring agency with respect to intellectual property rights infringement</p>
33	Related Services	33.1	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p>
		a)	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e)	Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Goods supplied and Services Provided.

		33.2	Prices charged by the Supplier for related services, if not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
34.	Change Orders	34.1	The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		34.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		34.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
35	Contract · Amendments	35.1	Subject to GCC Clause 34, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
36	Assignment ·	36.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
37	Sub-contracts ·	37.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
38	Delays in the · Supplier's Performance	38.1	Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

		38.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		38.3	Except as provided under GCC Clause 41, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 39, unless an extension of time is agreed upon pursuant to GCC Clause 38.2 without the application of liquidated damages.
39.	Liquidated Damages	39.1	Subject to GCC Clause 41, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 40.
40.	Termination for Default	40.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		40.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency

			Or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;
		d)	the supplier has abandoned or repudiated the contract.
		e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
		h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
	40.3	For the purpose of this clause:	
		"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.	
	40.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.	

41	Termination for Force Majeure	41.1	<p>Notwithstanding the provisions of GCC Clauses 38, 39, and 40, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, ‘‘Force Majeure’’ means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to Prevent</p>
		41.2	<p>If a Party (hereinafter referred to as ‘‘the Affected Party’’) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
42.	Termination for Insolvency	42.1	<p>The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.</p>

43.	Termination for Convenience	43.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		43.2	The Systems that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining system, the Procuring Agency may elect:
		a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
44.	Transfer of Ownership	44.1	With the exception of Materials and goods, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring agency at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
		44.2	Ownership and the terms of usage of the Materials and goods supplied under the Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in the Technical Requirements
		44.3	Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.
45.	Disputes Resolution	45.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		45.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

46.	Procedure for Disputes Resolution	46.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.
		46.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		46.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC.
47.	Replacement of Arbitrator	47.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
48.	Notices	48.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		48.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**SECTION VIII:**  
**SPECIAL CONDITIONS OF THE**  
**CONTRACT (SCC)**

## Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>Definitions (GCC 1)</b>		
1.	1.1	The Procuring Agency is: M/O NHR&C, Islamabad
2.	1.1(q)	The title of the subject procurement or The Project is: <b>“Procurement of PCR Kits</b>
<b>Governing Language (GCC 4)</b>		
3.	4.1	The Governing Language shall be: English
<b>Applicable Law (GCC 5)</b>		

4.	5.1	The Applicable Law shall be: Laws of the Islamic Republic of Pakistan
<b>Country of Origin (GCC 6)</b>		
5.	6.1	Any Country of Origin
<b>Scope of the System (GCC 7)</b>		
6.	7.1	M/O NHR&C intends to launch a Prime Minister's national program for the elimination of Hepatitis-C infection all over Pakistan.  <b>(Further details of specs/requirements of equipment are provided in Specs/Requirement Schedule).</b>
<b>Supplier Responsibilities (GCC 8)</b>		
7.	8.1	The Supplier shall have to fulfil the responsibilities as defined in GCC.
<b>Procuring Agency's Responsibilities (GCC 9)</b>		
8.	9.1, 9.2	The Procuring agency shall have the responsibilities as defined in GCC 9.1 and 9.2.
<b>Payments (GCC 11)</b>		
9.	11.1	No advance payment will be permissible. Payments will be made in pak rupees after completion and delivery of project. The following documents shall be submitted alongwith invoice. a. Bill along with sale tax invoice. b. Delivery challans c. Work completion certificate d. Any other supporting documents
<b>Performance Guarantee (GCC 12)</b>		
10.	12.1	The amount of performance Guarantee will be 10% (ten) percent of the total contract value, in pak rupees and in the shape of Bank Guarantee provided by the contractor/bidder to M/O NHR&C. After delivery and acceptance of the project/goods/equipment/services, 50 percent of the Performance Guarantee shall be withheld to cover the Supplier's warranty obligations in accordance with <b>GCC Clause 29.</b>

<b>Taxes and Duties (GCC 13)</b>		
11.	13.	Taxes and duties of any kind, will be the liability of supplier/bidder, as provided in GCC 13.
<b>Confidential Information (GCC 16)</b>		
12.	16.1	<b><i>“There are no modifications to the confidentiality terms expressed in GCC Clause 16.1 and 16.2”</i></b>
<b>Project Plan (GCC 17)</b>		
13.	17.2	Within <b>10</b> days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the M/O NHR&C. The M/O NHR&C shall, within <b>10</b> days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed goods/equipment/IT/Services will satisfy the Technical Requirements and/or the SCC. The Supplier shall, within <b>5</b> days of receipt of such notification, correct the Project Plan and resubmit to the Procuring agency. The Procuring agency shall, within <b>5</b> days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non- conformities, the M/O NHR&C shall provide confirmation in writing to the Supplier. This approved Project Plan (“the Agreed and Finalized Project Plan”) shall be contractually binding on the M/O NHR&C and the Supplier.
14.	17.5	The Supplier shall submit to the M/O NHR&C the following reports: (a) <i>weekly progress reports, summarizing:</i> (i) results accomplished during the prior period; (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan; (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule; (iv) other issues and outstanding problems; proposed actions to be taken; (v) resources that the Supplier expects to be provided by the Procuring agency and/or actions to be taken by the Procuring agency in the next reporting period; (vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.
<b>Transportation (GCC 20)</b>		

15.	19.1	This shall be the responsibility of bidder/supplier to transport the items at the site, as directed by M/O NHR&C.
<b>Documents (GCC 21)</b>		
16.	21.1	The Supplier shall provide to the M/O NHR&C documents as per 21.1 (i) & (ii), if applicable. M/O NHR&C shall not assume any responsibility regarding customs clearance etc.
<b>Products Upgrade (GCC 22)</b>		
17.	22.1	The Supplier shall provide the M/O NHR&C with all new versions, releases, and updates to all Standard Software/ information technology during the Warranty Period, for free, as specified in the GCC.
<b>Inspections and Tests (GCC 23)</b>		
18.	23	GCC 23 will be applicable in general. There are no Special Conditions of Contract applicable to GCC Clause 23.
<b>Installations (GCC 24)</b>		
19.	24	GCC 24 will be applicable in general. There are no Special Conditions of Contract applicable to GCC Clause 24.
<b>Warranty/Defect Liability Period (GCC 29)</b>		
20.	29	GCC Clause 29 will be applicable, in general.
<b>Insurance (GCC Clause 31)</b>		
21.	31	GCC Clause 31 will be applicable, in general.
<b>Related Services (GCC Clause 33)</b>		
22.	33.1	GCC Clause 33.1 will be applicable, in general.
<b>Change Orders (GCC 34)</b>		
23.	34	GCC Clause 34 will be applicable, in general.
<b>Contract Amendments (GCC 35)</b>		
24.	35.1	GCC Clause 35.1 will be applicable, in general.
<b>Liquidated Damages (GCC Clause 39)</b>		
25.	39.1	Applicable rate: [0.2 per cent per day of undelivered materials/goods' value]  Maximum deduction: is equal to the performance security.

# SECTION IX: CONTRACT FORMS

## Form of Contract

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between [name and address of Procuring Agency] of Pakistan (hereinafter called “the Procuring Agency”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

1. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - i) This form of Contract;
  - ii) the Form of Bid and the Price Schedule submitted by the Bidder;
  - iii) the Schedule of Requirements;
  - iv) the Technical Specifications;
  - v) the Special Conditions of Contract;
  - vi) the General Conditions of the Contract;
  - vii) the Procuring Agency’s Letter of Acceptance; and
  - viii) *Bid Data Sheet*
2. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Supplier: .....

**Performance Security (or guarantee) Form**

To: *[name of Procuring Agency]*

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

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

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

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

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

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

## Integrity Pact

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

Contract Number: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

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

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

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

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP. Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

\_\_\_\_\_  
[Buyer]

\_\_\_\_\_  
[Seller/Supplier]