



**BIDDING DOCUMENT**  
**PROCUREMENT OF CONTRACEPTIVES**  
**(2024-25)**

**Ministry of National Health Services, Regulations &  
Coordination,  
Government of Pakistan, Islamabad**

**Implementation of National Action Plan on Population**

## Contents

|   |          |
|---|----------|
| SECTION I .....   | 1        |
| <b>A. Introduction .....</b>                                    | <b>2</b> |
| 2. Eligibility .....  | 2        |
| 3. Qualifications of the Bidder.....                            | 2        |
| 4. Documents Establishing Conformity to Bidding Documents.....  | 2        |
| 5. Fraud and Corruption .....                                   | 3        |
| 6. Bidding for Selective Items .....                            | 3        |
| 7. One Bid per Bidder .....                                     | 4        |
| 8. Cost of Bidding .....  | 4        |
| 9. Applicable Bidding Procedure .....                           | 4        |
| <b>B. The Bidding Documents .....</b>                           | <b>4</b> |
| 10. Content of Bidding Documents .....                          | 4        |
| 11. Clarification of Bidding Documents .....                    | 5        |
| 12. Amendment of Bidding Documents .....                        | 5        |
| <b>C. Preparation of Bids .....</b>                             | <b>5</b> |
| 13. Language of Bids .....                                      | 5        |
| 14. Documents Constituting the Bid .....                        | 5        |
| 15. Bid Form .....  | 6        |
| 16. Bid Price.....  | 6        |
| 17. Period of Validity of Bids .....                            | 7        |
| 18. Bid Security .....  | 7        |
| 19. Format and Signing of Bid.....                              | 7        |
| <b>D. Submission of Bids .....</b>                              | <b>8</b> |
| 20. Sealing and Marking of Bids .....                           | 8        |
| 21. Deadline for Submission of Bids .....                       | 8        |
| 22. Withdrawal of Bids .....                                    | 8        |
| <b>E. Opening and Evaluation of Bids.....</b>                   | <b>9</b> |
| 23. Bid Opening .....   | 9        |
| 24. Clarification of Bids.....                                  | 9        |
| 25. Confidentiality .....                                       | 9        |
| 26 Examination of Bids and Determination of Responsiveness..... | 9        |
| 27. Correction of Errors .....                                  | 10       |
| 28. Evaluation of Bids.....                                     | 10       |
| 29.Domestic Preference .....                                    | 10       |

|  |           |
|--|-----------|
| 30. Qualification of Bidder .....                                      | 11        |
| 31 Announcement of Evaluation Report.....                              | 11        |
| <b>F. Award of Contract.....</b>                                       | <b>11</b> |
| 32 Award of Contract.....  | 11        |
| 33. Procuring Agency’s Right to Vary Quantities at Time of Award ..... | 11        |
| 34. Notification of Award.....   | 11        |
| 35. Limitation on Negotiations .....                                   | 11        |
| 36. Performance Guarantee.....   | 11        |
| 37. Signing of Contract .....  | 12        |
| Bid Data Sheet .....   | 0         |
| SECTION II.....  | 13        |
| Evaluation Stage-1 (Mandatory Criteria).....                           | 16        |
| Evaluation stage-2 (Technical Evaluation Criteria).....                | 18        |
| SECTION III.....   | 19        |
| General Conditions of Contract (GCC) .....                             | 20        |
| 1. Definitions .....   | 20        |
| 2. Application .....   | 20        |
| 3. Source of Import .....  | 20        |
| 4. Standards .....   | 20        |
| 5. Use of Contract Documents and Information.....                      | 20        |
| 6. Patent Rights.....  | 21        |
| 7. Submission of Samples .....   | 21        |
| 8. Ensuring storage arrangements.....                                  | 21        |
| 9. Inspections and Tests.....  | 21        |
| 10. Packing.....   | 22        |
| 11. Delivery and Documents.....  | 22        |
| 12. Insurance .....  | 22        |
| 13. Transportation .....   | 22        |
| 14. Incidental Services .....  | 22        |
| 15. Warranty .....   | 22        |
| 16. Payment.....   | 23        |
| 17. Prices .....   | 23        |
| 18. Contract Amendments .....  | 23        |
| 19. Assignment .....   | 23        |
| 20. Subcontracts.....  | 23        |
| 21. Delays in the Supplier’s Performance .....                         | 23        |

|   |           |
|---|-----------|
| 22. Termination for Default.....                                | 23        |
| 23. Force Majeure.....  | 24        |
| 24. Termination for Insolvency.....                             | 25        |
| 25. Termination for Convenience .....                           | 25        |
| 26. Arbitration and Resolution of Disputes .....                | 25        |
| 27. Limitation of Liability.....                                | 26        |
| 28. Governing Language.....                                     | 26        |
| 29. Applicable Law .....  | 26        |
| 30. Notices .....   | 26        |
| 31. Taxation .....  | 26        |
| SECTION IV .....  | 27        |
| Special Conditions of Contract (SCC).....                       | 28        |
| 1. The Contract.....  | 28        |
| 2. Supplier’s declaration .....                                 | 28        |
| 3. Price .....  | 28        |
| 4. Payments.....  | 29        |
| 5. Performance Guarantee.....                                   | 29        |
| 6. Penalties/ Liquidated Damages.....                           | 29        |
| 7. Schedule of Requirement.....                                 | 29        |
| 8. Product Specifications and Ancillary Services .....          | 29        |
| .....   | 0         |
| SECTION V .....   | 32        |
| <b>Schedule of Requirements.....</b>                            | <b>33</b> |
| <b>Mode of Penalty: .....</b>                                   | <b>33</b> |
| SECTION VI .....  | 34        |
| Technical Specifications .....                                  | 35        |
| <b>Technical Specification - Condom .....</b>                   | <b>35</b> |
| <b>Technical Specification -AD Syringes (3ml) .....</b>         | <b>46</b> |
| SECTION VII.....  | 47        |
| <b>BID FORM 1 Bid Cover Sheet .....</b>                         | <b>48</b> |
| <b>BID FORM 2 Letter of Intention .....</b>                     | <b>49</b> |
| <b>BID FORM 3 Affidavit.....</b>                                | <b>50</b> |
| <b>BID FORM 4(A) Eligibility of the Bidders and Goods .....</b> | <b>51</b> |
| <b>BID FORM 4(B) Manufacturer’s Authorization.....</b>          | <b>52</b> |
| <b>BID FORM 5(A) Price Schedule .....</b>                       | <b>53</b> |
| <b>BID FORM 5(B) Price Schedule (Price Analysis).....</b>       | <b>54</b> |
| <b>BID FORM 6 Technical Specifications Form.....</b>            | <b>55</b> |

**BID FORM 7 Format of Contract Agreement.....56**  
**BID FORM 8 Consent for Performance Guaranty .....57**  
**BID FORM 9 Format of Integrity Pact.....58**  
**Check List of Documents Provided with Page Marking.....59**

Andleeb Umar  
Assistant Director Population  
Tuesday, 08 April, 2025, 1:50:40 PM

**F.No. 12-5/2023-24/PPW/P**  
**Government of Pakistan**  
**Ministry of National Health Services, Regulations & Coordination**

**INVITATION FOR BIDS (IFB)**  
**Procurement of Contraceptives (2024-25)**

The Project Director, Implementation of National Action Plan on Population invites sealed bids from the eligible interested bidders, registered with FBR for NTN & GST and must be on the Active Taxpayer List (ATL), for supply of following Contraceptive items:

| Sr # | Contraceptives               | Unit  | Estimated Quantities |
|------|------------------------------|-------|----------------------|
| 1.   | Condoms                      | Piece | 85,20466             |
| 2.   | Auto-disable Syringes (3 ml) | Piece | 15,6674              |

Detailed description, quantities, specifications, and schedule of requirement of the above contraceptives are given in the Bidding Documents.

Bidding documents will be available only on the websites of Public Procurement Regulatory Authority (PPRA) of Pakistan ([www.ppra.org.pk](http://www.ppra.org.pk)) as well as Ministry of National Health Services, Regulations and Coordination (<http://www.nhsr.gov.pk/>).

Single Stage – Two Envelopes bidding procedure as per Rule 36 (b) of Public Procurement Rules 2004 will be adopted.

Bidders are required to upload technical and proposals via online ePADS of PPRA within 15 days of uploading the advertisement by 11:00 AM. Technical Proposals of the participated bidders will be opened on same day at 11.30.AM in the Committee Room of Ministry of NHR&C, Islamabad.

Bid security @ 3% of the total bid value in the shape of Pay Order / Bank Draft from any scheduled bank of Pakistan in favor of Project Director must be provided along with the financial bid. Late bids will be rejected. Technical Bids will be opened in the presence of the bidders/ representatives who choose to be present on the date of opening at **11:30AM**. Financial bids of only technically qualified bidders will be opened on the date and time to be announced later. The bidders are requested to quote their best and final prices as no negotiations on the prices are allowed. The procuring agency reserves the right under Rule 33 of PPR-2004 to accept/ reject all the bids without assigning any reason prior to the acceptance of bids.

Project Director  
Implementation of National Action Plan on Population  
Ministry of National Health Services, Regulations & Coordination, (Population Program Wing)  
Kohsar Block, 3rd Floor, Pakistan Secretariat, Islamabad  
Phone: +92-51-9245718

## Instructions to Bidders (ITB)

### A. Introduction

|  |     |  |
|--|-----|--|
| <b>1. Scope of Bid</b>   | 1.1 | The Project Director of the project titled Implementation of National Action Plan on Population of Ministry of National Health Services, Regulations, & Coordination (M/o NHR&C) Islamabad, invites bids from the eligible interested bidders for the supply of contraceptives (as specified in the Bid Data Sheet) described in the Schedule of Requirements. The name and identification number of the procurement has been provided in the Bid Data Sheet and in the Special Conditions of Contract (SCC).  |
|  | 1.2 | The terms “writing” and “days” wherever appearing in the bidding documents shall mean any type written, or printed communication, including e-mail, telex, cable and facsimile transmission, and “day” means calendar day. Singular also means plural.   |
| <b>2. Eligibility</b>  | 2.1 | Any firm if disqualified, cross debarred, or blacklisted by any public sector organization or is involved in litigation on account of disqualification/blacklisting at the time of submission of bid shall be ineligible to bid for the instant procurement.   |
|  | 2.2 | This Invitation for Bids is open to all eligible bidders for supply of Goods described in the Bid Data Sheet and Schedule of Requirement.  |
| <b>3. Qualifications of the Bidder</b>                           | 3.1 | <p>The Bidder shall provide documentary evidence to establish to the Procuring Agency’s satisfaction that:</p> <ul style="list-style-type: none"> <li>i. The Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the Bid Data Sheet, and has a successful performance history in accordance with criteria specified in the Bid Data Sheet. The bidder shall as part of its bid update any information submitted with its Invitation for Bids</li> <li>ii. In case the bidder is not manufacturer, a certificate from the manufacturer (national or international) of its being valid authorized agent of the manufacturer up to the finalization of the contract would be submitted along with the bid.</li> <li>iii. In the case of a foreign Bidder who is not doing business within the Procuring Agency’s country (or for other reasons cannot itself carry out service/maintenance obligations), if awarded the Contract the Bidder’s contractual obligations of warranty, after sales service, and maintenance shall be, carried out by its authorized local agent possessing sufficient / satisfactory ability to carry out the Bidder’s warranty obligations prescribed in the Conditions of Contract</li> </ul> |
| <b>4. Documents Establishing Conformity to Bidding Documents</b> | 4.1 | <p>The documentary evidence of conformity of the contraceptives 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>i. a detailed description of the essential technical and performance characteristics of the contraceptives;</li> <li>ii. an item-by-item commentary on the Procuring Agency’s Technical Specifications demonstrating substantial responsiveness of the contraceptives to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</li> <li>iii. any other procurement-specific documentation requirement if mentioned in the Bid Data Sheet.</li> </ul>  |
|  | 4.2 | The contraceptives to be supplied under the Contract shall be registered if applicable with the Drug Regulatory Authority of Pakistan. A Bidder who has already  |

|                                       |     |   |
|---------------------------------------|-----|---|
|                                       |     | registered its contraceptives by the time of bidding should submit a copy of the Registration Certificate with its bid.   |
| <b>5. Fraud and Corruption</b>        | 5.1 | <p>Under Rule 2(f) of the Federal Government’s Public Procurement Rules (PPR) 2004, the bidders (manufacturers, authorized agents, suppliers and contractors and their sub-contractors) are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of the above Rule, “corrupt and fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including:</p> <p>(i) “coercive practices” which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</p> <p>(ii) “collusive practices” which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</p> <p>(iii) “corrupt practices” which means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>(iv) “fraudulent practices” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit Orto avoid an obligation; and</p> <p>(v) “obstructive practices” which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;</p> |
|                                       | 5.2 | the Procuring Agency will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt or fraudulent practices in competing for the contract in question  |
|                                       | 5.3 | the Procuring Agency will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it, at any time, determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, the contract; and   |
|                                       | 5.4 | the Procuring Agency will have the right to require that a provision be included in bidding documents requiring bidders, suppliers and contractors and their sub-contractors to permit the Procuring Agency to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Procuring Agency  |
|                                       | 5.5 | Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 5.4 and 22.1 of the General Conditions of Contract   |
|                                       | 5.6 | Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time  |
| <b>6. Bidding for Selective Items</b> | 6.1 | <p>A Bidder is authorized to bid for any one or all the items mentioned in the Schedule of Requirements provided it fulfills the prerequisite for that item(s).</p> <p>However, bid for partial quantities of any single item in the Schedule of Requirement is not allowed. The bid for more than one item shall be for the whole quantity of those items as required in the Schedule of Requirement.</p>  |

|  |     |   |
|--|-----|---|
| <b>7. One Bid per Bidder</b>           | 7.1 | Each bidder shall submit only one bid (package) having either single or multiple items. A bidder who submits or participates in more than one bid will be disqualified  |
| <b>8. Cost of Bidding</b>              | 8.1 | The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.  |
| <b>9. Applicable Bidding Procedure</b> | 9.1 | The bidding procedure shall be single stage two envelop as provided under Rule 36 (b) of PPR 2004, reproduced at ITB 9.2. Bidders are advised also to refer to the Bid Data Sheet to confirm the bidding procedure applicable in the instant bidding process.   |
|  | 9.2 | <p>The “Single stage – Two Envelop bidding procedure” is explained below:</p> <ol style="list-style-type: none"> <li>i. <i>The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;</i></li> <li>ii. <i>the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;</i></li> <li>iii. <i>initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;</i></li> <li>iv. <i>the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;</i></li> <li>v. <i>the procuring agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;</i></li> <li>vi. <i>during the technical evaluation no amendments in the technical proposal shall be permitted;</i></li> <li>vii. <i>the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;</i></li> <li>viii. <i>after the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non- responsive shall be returned un-opened to the respective bidders; and</i></li> <li>ix. <i>the bid found to be the most advantageous bid shall be accepted.</i></li> </ol> |

## **B. The Bidding Documents**

|   |      |   |
|---|------|---|
| <b>10. Content of Bidding Documents</b> | 10.1 | <p>The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 12.</p> <ol style="list-style-type: none"> <li>i. Invitation for Bids (IFB)</li> <li>ii. Instructions to Bidders (ITB)</li> <li>iii. Bid Data Sheet (BDS)</li> <li>iv. General Conditions of Contract (GCC)/</li> <li>v. Special Conditions of Contract (SCC)</li> <li>vi. Schedule of Requirements (including list of goods with quantities and delivery time)</li> <li>vii. Technical Specifications</li> <li>viii. Bid Forms (including Contract Agreement, manufacturer’s authorization, and sample format of all securities)</li> </ol> |
|---|------|---|

|   |      |   |
|---|------|---|
|   | 10.2 | The “Invitation for Bids” is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bids and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.  |
|   | 10.3 | The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or any bid not substantially responsive to the Bidding Documents requirement shall be at the Bidder’s risk and may result in the rejection of its bid.  |
| <b>11. Clarification of Bidding Documents</b> | 11.1 | A prospective bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agency soon after issuance of the bidding document, but ten days prior to the closing date of bid submission, in writing or by cable (for these ITB, the term “cable” is deemed to include electronic mail, telex, or facsimile) at the Procuring Agency’s address indicated in the Bid Data Sheet.   |
|   | 11.2 | The Procuring Agency will respond in writing to any request for clarification received within seven (7) calendar days of the receipt of the letter or prior to the deadline of submission of bids.  |
|   | 11.3 | The Procuring Agency’s response shall be sent to all prospective Bidders separately who have downloaded the Bidding Documents, including a description of the inquiry but without identifying its source.   |
| <b>12. Amendment of Bidding Documents</b>     | 12.1 | At any time prior to the deadline for submission of bids, the Procuring Agency may amend in the Bidding Documents by issuing Addenda.   |
|   | 12.2 | Any addendum so issued shall be part of the Bidding Documents and shall be communicated via EPAD to all the bidders along with change in submission time if necessitate. All Bidders so conveyed the change shall be required to immediately acknowledge receipt of the information and shall be presumed to have included the amendment while formulating the bid or have modified their bids accordingly. |

### C. Preparation of Bids

|   |      |   |
|---|------|---|
| <b>13. Language of Bids</b>               | 13.1 | All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in the language as stipulated in the Bid Data Sheet. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the bid language, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.   |
| <b>14. Documents Constituting the Bid</b> | 14.1 | The Bid shall constitute the following documents: <ul style="list-style-type: none"> <li>i. Filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section VII;</li> <li>ii. Original form of bid security in accordance with the provisions of ITB Sub-Clause 18 (Bid Security);</li> <li>iii. Written power of attorney authorizing the signatory of the bid to commit the Bidder;</li> <li>iv. Documentary evidence establishing to the Procuring Agency’s satisfaction, and in accordance with ITB Clause 3.1 that the Bidder is qualified to perform the Contract if its bid is accepted.;</li> <li>v. Certificate to the effect that the bidder himself and their authorized agent (if any) are not disqualified, cross debarred, or blacklisted in accordance with ITB Clause 5.1.</li> </ul> |

|                      |      |   |
|----------------------|------|---|
|                      |      | vi. Current litigation information.<br>vii. Any other documentation as stipulated in the Bid Data Sheet.  |
| <b>15. Bid Form</b>  | 15.1 | The Bidder shall complete the Bid Form and the Price Schedule provided in the Bidding Documents.  |
| <b>16. Bid Price</b> | 16.1 | Prices shall be quoted on Delivered at Place (DAP) term of INCOTERMS-2020 basis in Pak Rupee where the seller bears all risks and costs involved in bringing the goods to the named place of destination or to the agreed point within that place. For purpose of comparison of the bids quoted in different currencies the price shall be converted in Pak Rupees and the rate of exchange shall be the selling rate prevailing on the date of opening of financial bids as notified by the State Bank of Pakistan on that day. DAP (includes insurance and customs clearance if applicable) to place / destination identified in the Bid Data Sheet.  |
|                      | 16.2 | Prices shall also be quoted as specified in each Price Schedule included in Section VIII, Sample Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Agency. This shall not in any way limit the Procuring Agency's right to contract on any of the terms offered.   |
|                      | 16.3 | The terms DAP, EXW, CPT, CFR, etc., shall be governed by the rules prescribed in the INCOTERMS-2020 published by the International Chamber of Commerce, Paris subject to the INCOTERMS not in contradiction to the local financial regulations.   |
|                      | 16.4 | The Bidder's separation of price components in accordance with ITB Clause 16.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.  |
|                      | 16.5 | Unless otherwise specified in the Bid Data Sheet, 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 quotation will be treated as non-responsive and will be rejected. Pursuant to Sub-Clause 14.1 above, and if so indicated in the Bid Data Sheet, bids are being invited for one or more items, or for individual Contracts (lots). Each item offered must comprise the full quantity required under that item. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions may be submitted as an amount or a percentage to be applied to the bid prices. |
|                      | 16.6 | Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.   |
|                      | 16.7 | The Bidder should quote the prices of goods according to the technical specifications as provided in Section VI of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.   |
|                      | 16.8 | The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties.   |
|                      | 16.9 | The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency   |

|                                       |       |  |
|---------------------------------------|-------|--|
|                                       | 16.10 | Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid  |
|                                       | 16.11 | While making a price quote, trend/ inflation in the rates of goods and services in the local and international markets should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.  |
| <b>17. Period of Validity of Bids</b> | 17.1  | Bids shall remain valid for the period stipulated in the Bid Data Sheet which will commence from the date of opening of technical bids. Any bid valid for a shorter period shall be rejected.  |
|                                       | 17.2  | In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Agency may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiture of its bid security. A Bidder agreeing to the request will not be required or permitted to modify its bid except to the extent of bid validity and bid security only. |
| <b>18. Bid Security</b>               | 18.1  | The Bidder shall furnish, as part of its bid, a bid security as specified in the Bid Data Sheet and schedule of requirement. The amount of the Bid Security shall be as stipulated in the Bid Data Sheet in Pak Rupees.  |
|                                       | 18.2  | The bid security shall remain valid for a period of 30 days beyond the validity period for the bid, and beyond any extension subsequently requested.   |
|                                       | 18.3  | The bid security shall, at the Bidder's option, be in the form of either Pay Order / Bank Draft.   |
|                                       | 18.4  | Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Agency being non-responsive.  |
|                                       | 18.5  | The bid securities of technically non-responsive Bidders will be returned along with their financial bids soon after announcement of financial bids. However, bid securities to the unsuccessful bidders will be returned as promptly as possible after award of contracts to the successful bidders.  |
|                                       | 18.6  | The bid security of the successful Bidder will be returned when the Bidder has signed the Contract and furnished the required performance security/ guaranty   |
|                                       | 18.7  | The bid security may be forfeited: <ul style="list-style-type: none"> <li>i. if the Bidder withdraws after opening of its bid, except as provided in ITB Sub-Clauses 17.2 or</li> <li>ii. in the case of a successful bidder, if the Bidder fails within the specified time limit to: <ul style="list-style-type: none"> <li>a) sign the contract; or</li> <li>b) furnish the required performance security/ guaranty.</li> </ul> </li> </ul>  |
| <b>19. Format and Signing of Bid</b>  | 19.1  | The Bidder shall prepare an original and the number of copies/sets of the bid indicated in the Bid Data Sheet, clearly marking each one as "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern   |
|                                       | 19.2  | The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 10.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign the Bid. The later authorization shall be indicated by written power of attorney, which pursuant to ITB Sub-Clause 10.1 shall accompany the bid.   |

|  |      |  |
|--|------|--|
|  | 19.3 | Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the bid.   |
|  | 19.4 | The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web site, he will be required to submit /exhibit the original payment receipt at the time of opening of the bids failing which his bid will not be accepted. |

#### D. Submission of Bids

|  |      |  |
|--|------|--|
| <b>20. Sealing and Marking of Bids</b>     | 20.1 | <p>Bidders may submit their bids by hand or through registered post which should reach to the Procuring Agency within the given time. The bid received after the stipulated time shall stand rejected without any legal liability on the Procuring Agency.</p> <ol style="list-style-type: none"> <li>i. The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes containing the original and copies shall then be enclosed in another envelope.</li> <li>ii. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/ bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.</li> </ol> |
|  | 20.2 | <p>The inner and outer envelopes shall:</p> <ol style="list-style-type: none"> <li>i. bear the name and address of the Bidder;</li> <li>ii. be addressed to the Procuring Agency at the address given in the Bid Data Sheet;</li> <li>iii. Clearly mark inner envelopes separately as Financial and Technical Bids</li> <li>iv. bear the specific identification of this bidding process indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet; and</li> <li>v. bear a statement “DO NOT OPEN BEFORE [date and time]” to be completed with the time and date specified in the Bid Data Sheet in accordance with ITB Sub-clause 21.1.</li> </ol>  |
|  | 20.3 | If the outer envelope is not sealed and marked as required by ITB Sub-Clause 20.1 the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid  |
|  | 20.4 | In case the Bidder is bidding for more than one item, they will have to prepare separate price schedule for each item, seal them in separate envelopes with naming of items. Envelops of each individual items will further be sealed in one envelope marked as “Financial Proposal”. This arrangement will enable the Procuring Agency to return bid related to any item of any Bidder unopened in case the bid is declared as ineligible or non-responsive   |
| <b>21. Deadline for Submission of Bids</b> | 21.1 | Bids must be received by the Procuring Agency at the address, date and time as specified in the Bid Data Sheet   |
| <b>22. Withdrawal of Bids</b>              | 22.1 | Once a bid is submitted, it cannot be withdrawn.   |

**E. Opening and Evaluation of Bids**

|   |      |   |
|---|------|---|
| <b>23. Bid Opening</b>  | 23.1 | All bids received, shall be opened by the Procuring Agency publicly in the presence of the Bidders or their representatives who choose to be present on the date, time and venue stipulated in the IFB and Bid Data Sheet.  |
|   | 23.2 | The bids shall be opened in accordance with the procedure specified in Bid Data Sheet   |
|   | 23.3 | Only the authorized representative of each participated Bidder shall sign an attendance sheet.  |
|   | 23.4 | The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder and items bided for. The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the PPR-2004, specifically Rule 28 (Opening of Bids)   |
|   | 23.5 | Bids that are not opened and read out at bid opening shall not be considered further for bid evaluation irrespective of the circumstances.  |
|   | 23.6 | The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.  |
|   | 23.7 | The financial bid of the non-responsive bidder shall be returned unopened.  |
|   | 23.8 | The financial bids with Bid Security being non-responsive shall be returned unannounced to the Bidders.   |
| <b>24. Clarification of Bids</b>                                  | 24.1 | During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted. Except to correct arithmetic errors, identified by the Procuring Agency in the evaluation of the bids, in accordance with ITB Sub-Clause 27.1  |
| <b>25. Confidentiality</b>  | 25.1 | Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made.  |
|   | 25.2 | Any effort by the bidder to influence the Procuring Agency in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement thereto shall lead to rejection of the bid   |
|   | 25.3 | From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to its bid or intends to bring additional information to the notice of the Procuring Agency, it may do so in writing.  |
| <b>26 Examination of Bids and Determination of Responsiveness</b> | 26.1 | The Procuring Agency shall examine the bids to ascertain as to whether they are complete, free of any computational errors, all required sureties have been attached, all documents have been properly signed, and the bids are generally in order. In case the bidding process is conducted through pre-qualified bidders, the Procuring Agency shall ensure that bidding documents have been issued to the pre-qualified bidders only and each bid received is from a pre-qualified Bidder. |

|                                 |      |   |
|---------------------------------|------|---|
|                                 | 26.2 | The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not impact the substance of the bid and constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.   |
|                                 | 26.3 | Prior to the detailed evaluation, the Procuring Agency shall determine whether each bid is of acceptable quality, complete, and substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one that: <ul style="list-style-type: none"> <li>i. changes the substance of the bid</li> <li>ii. limits in any substantial way the scope, quality or performance of the products and related Services;</li> <li>iii. limits, in any substantial way that is inconsistent with the Bidding Documents, the Procuring Agency's rights or the successful Bidder's obligations under the Contract; and</li> <li>iv. The acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.</li> </ul> |
|                                 | 26.4 | If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Procuring Agency's determination of a bid's responsiveness is to be based on the content of the bid itself.  |
| <b>27. Correction of Errors</b> | 27.1 | In the financial bids the arithmetical errors shall be rectified on the following basis. <ul style="list-style-type: none"> <li>a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.</li> <li>b. If the Bidder does not accept the correction of the errors, its bid to the specific product(s) shall be rejected, and its Bid Security to the relevant product(s) shall be forfeited.</li> <li>c. If there is a discrepancy between words and figures, the amount in words shall prevail.</li> </ul>   |
| <b>28. Evaluation of Bids</b>   | 28.1 | The Procuring Agency shall evaluate and compare the bids that have been determined to be substantially responsive in accordance with ITB Clause 26 above.   |
|                                 | 28.2 | All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in the bidding documents  |
|                                 | 28.3 | For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.   |
| <b>29. Domestic Preference</b>  | 29.1 | Domestic preference in terms of allowable price differentiation is not applicable in this invitation for bid as national manufacturers are exempted from WHO prequalification requirement for requested products. In case where the lowest evaluated bid prices of a national as well as international manufacturers for any single product are equal upon full evaluation, preference will be given to the local manufacturer.   |

|   |      |  |
|---|------|--|
| <b>30. Qualification of Bidder</b>          | 30.1 | The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacities may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence. Such clarification shall form part of the records of that procurement proceeding  |
|   | 30.2 | The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by it concerning its qualification as Bidder is false, fake and materially incorrect.  |
| <b>31 Announcement of Evaluation Report</b> | 31.1 | Based on the procedure adopted for the respective procurement, the procuring agency shall announce the result of bid evaluation, as required by Rule 35 of the PPR-2004, in the form of final evaluation report giving justification for acceptance or rejection of bids at least fifteen days prior to the award of procurement contract  |
|   | 31.2 | Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report, as required by rule 48(3) of PPR 2004. However, as per Rule 48 (5) of the PPR-2004, 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. |

#### F. Award of Contract

|   |      |  |
|---|------|--|
| <b>32 Award of Contract</b>   | 32.1 | The Procuring Agency will award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid, within the original or extended period of bid validity  |
| <b>33. Procuring Agency's Right to Vary Quantities at Time of Award</b> | 33.1 | The Procuring Agency reserves the right to increase or decrease the quantities of the goods being procured to the extent as specified in the Bid Data Sheet at the time of Contract award. The qualified bidder shall be bound to supply the requisite quantity and specifications as per approved evaluated rate and without any change in terms and conditions of the bidding document |
| <b>34. Notification of Award</b>  | 34.1 | Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter/ email, that its bid has been accepted.  |
|   | 34.2 | The notification of award will constitute the formation of the Contract between the Procuring Agency and the successful Bidder   |
|   | 34.3 | The enforcement of the Contract shall be governed by Rule 44 of the PPR 2004   |
|   | 34.4 | Upon the successful Bidder's furnishing of the signed Contract Form and performance security/ guaranty pursuant to ITB Clause 37, the Procuring Agency will immediately execute the contract.  |
| <b>35. Limitation on Negotiations</b>                                   | 35.1 | There shall be no negotiation on price.  |
| <b>36. Performance Guarantee</b>  | 36.1 | On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee, in the form and manner prescribed by the Procuring Agency as specified in the Bid Data Sheet.   |
|   | 36.2 | The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the successful Bidder upon submission of Performance Guarantee   |

|                                |      |   |
|--------------------------------|------|---|
|                                | 36.3 | Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award, forfeiture of Bid Security, and debarment from future participation. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid. |
| <b>37. Signing of Contract</b> | 37.1 | The contract with the successful bidder shall be executed as per call letter for contract execution.  |
|                                | 37.2 | The Contract shall become effective from the date of affixation of signature by the Procuring Agency and the successful Bidder on the Contract document.  |

Andleeb Umar  
Assistant Director Population  
Tuesday, 08 April, 2025, 1:50:40 PM

## **SECTION II**

### **Bid Data Sheet (BDS)**



|                              |   |  |
|------------------------------|---|--|
|                              |   | Venue: Committee Room, Ministry of National Health Services, Regulations & Coordination, Kohsar Block, 3rd Floor, Pakistan Secretariat, Islamabad<br>Phone: +92-51-9245714 |
| ITB Clause 33                | Right to Vary Quantities at Time of Award | According to available financial resources at the time of issuing purchase order and signing of contract   |
| ITB Clause 36 & SCC Clause 5 | Performance Guaranty                      | Equivalent to 13% of the Contract amount   |

Andleeb Umar  
Assistant Director Population  
Tuesday, 08 April, 2025, 1:50:40 PM

### **Evaluation Stage-1 (Mandatory Criteria)**

The bidder who fully complies with the following mandatory criteria will be eligible for further technical evaluation. Missing of any one eligibility criteria item/ document/ information will stand disqualify the bidder.

| <b>Sr. No</b> | <b>Description</b>   | <b>Yes</b> | <b>No</b> | <b>Remarks</b> |
|---------------|--|------------|-----------|----------------|
| 1.            | A bid security equivalent to 3% of the total bid value must be submitted in the form of a Pay Order or Bank Draft issued by any scheduled bank in Pakistan, made in favor of the Project Director. The original bid security should be included with the financial bid, while a copy with the value concealed must be provided with the technical bid.                       |            |           |                |
| 2.            | Valid GMP certificate/ FD /CE /equivalent National Quality Compliance certificate  |            |           |                |
| 3.            | Valid WHO prequalification certificate (only for foreign / international manufacturers)  |            |           |                |
| 4.            | As per the Drug Act 1976 of the Government of Pakistan, DRAP registration certificate (both for local and foreign manufacturers/ products). Copy of the application, duly attested by DRAP, submitted with DRAP for registration, will also be applicable subject to the condition that the relevant product/ manufacturer get registered till the time of award of contract |            |           |                |
| 5.            | 100% conformity of relevant quoted product with required specifications  |            |           |                |
| 6.            | Sample of relevant quoted product, submitted by the bidder, meet the legal as well as technical requirement of the bid   |            |           |                |
| 7.            | Local manufacturers and/or authorized agents of foreign manufacturers must provide following proof/ certificates:<br>a. National Taxpayer Number (NTN),<br>b. General Sales Tax (GST),<br>c. Annual Taxpayer List (ATL)  |            |           |                |
| 8.            | Provision of an Affidavit on legal paper of PKR. 100/- (one hundred only) that the firm has not been blacklisted in any public sector department   |            |           |                |
| 9.            | Provision of an affidavit that the firm/ manufacturer/ authorized agent has not provided the same item (s) below the quoted rate to any other public sector department (inflationary impact can be considered)   |            |           |                |

| Sr. No | Description  | Yes | No | Remarks |
|--------|--|-----|----|---------|
| 10.    | Any other document/ information/ factor considered by the committee (to be called on need basis) |     |    |         |

Andleeb Umar  
Assistant Director Population  
Tuesday, 08 April, 2025, 1:50:40 PM

## Evaluation stage-2 (Technical Evaluation Criteria)

The following documents/ information shall form the evaluation criteria to determine the fitness of the bidder to produce / supply quality products:

|                    |  | <b>Total Marks: 100</b><br><b>Qualifying Marks: 70%</b> |   |                                  |
|--------------------|--|---|---|----------------------------------|
| <b>Sr. No</b>      | <b>Description</b>   | <b>Total Scoring /Point</b>                             | <b>Benchmarking</b>   | <b>Obtained / Scoring points</b> |
| 1                  | Firm experience in manufacturing / marketing of contraceptives. Documentary evidence to be provided. | 40  | 3 years: 20 marks,<br>5 years: 30 marks and 07 or above years: 40 marks   |                                  |
| 2                  | Financial soundness (documentary evidence for last year's Annual Turnover of the companies)          | 40  | PKR. 100.00 million (20 marks)<br>PKR. 101.00 to 150.00 million (30 marks)<br>Above PKR 150.0 million (40 marks)              |                                  |
| 3                  | Batch production capacity certificate of last two years (2023 & 2024) for the quoted item.           | 20  | 50% of the required quantity: 05 marks<br>100% of the required quantity: 15 marks<br>Above of the required quantity: 20 marks |                                  |
| <b>TOTAL MARKS</b> |  | <b>100</b>  |   |                                  |

Bidders who qualify the technical evaluation shall be eligible to consider them further to compete. The financial bids of only technically qualifying bidders will be opened in the presence of qualified bidders; however, financial bids of unqualified bidders will be returned being unopened. Bid security @ 3% of the total bid value in the shape of Pay Order / Bank Draft from any scheduled bank of Pakistan in favor of Project Director must be provided along with the financial bid.

## **SECTION III**

### **General Conditions of Contract (GCC)**

Tue

## General Conditions of Contract (GCC)

|   |     |  |
|---|-----|--|
| <b>1. Definitions</b>                               | 1.1 | <p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>(a) “The Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</p> <p>(c) “The Goods” means all those supplies which the Supplier is required to supply to the Procuring Agency under the Contract.</p> <p>(d) “The Services” means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Ministry of National Health Services, Regulations and Coordination, transportation and loading/unloading of goods upto/ at the desired destinations, insurance, custom clearance, taxes and other such obligations of the Supplier covered under the Contract.</p> <p>(e) “GCC” means the General Conditions of Contract contained in this section.</p> <p>(f) “SCC” means Special Conditions of the Contract.</p> <p>(g) “The Procuring Agency” means the Population Program Wing, Ministry of National Health Services, Regulations, and Coordination, Islamabad</p> <p>(h) “The Supplier” means the individual or firm supplying the goods under this Contract.</p> <p>(i) “Day” means calendar day.</p> |
| <b>2. Application</b>                               | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.  |
| <b>3. Source of Import</b>                          | 3.1 | All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.  |
|   | 3.2 | For purposes of this clause, “origin” means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.   |
| <b>4. Standards</b>                                 | 4.1 | The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.   |
|   | 4.2 | In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier shall be required to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.   |
|   | 4.3 | If the Supplier provide substandard item and fail to provide the fresh supply, the procurement shall be made on the risk and cost of the supplier by the procuring agency.   |
|   | 4.4 | In case of supply of substandard product, the cost associated with disposal/destruction or handling cost shall be borne by the Supplier.   |
| <b>5. Use of Contract Documents and Information</b> | 5.1 | The Supplier shall not, without the Procuring Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency  |

|   |     |  |
|---|-----|--|
|   |     | in connection therewith, to any person other than a person authorized for this. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.  |
|   | 5.2 | The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC except for purposes of performing the Contract.  |
|   | 5.3 | Any document, other than the Contract itself, enumerated in GCC shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.  |
|   | 5.4 | The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier.   |
| <b>6. Patent Rights</b>                 | 6.1 | The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.   |
| <b>7. Submission of Samples</b>         | 7.1 | The Bidder shall provide market samples of quoted product(s) free of cost along with the technical bid. The bidder is also liable to provide complete samples before commencing of supplies, for approval, as specified in the Special Conditions of Contract and Schedule of Requirements of the product to the designated office.  |
| <b>8. Ensuring storage arrangements</b> | 8.1 | To ensure storage arrangements for the intended supplies, the Supplier shall inform the Procuring Agency at least 7 working days in advance. However, in case no space is available at the Procuring Agency's premises at the time of supply, the Procuring Agency shall, at least 02 working days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay. |
| <b>9. Inspections and Tests</b>         | 9.1 | The Procuring Agency or its representative shall have the right to inspect and / or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.   |
|   | 9.2 | All costs associated with testing shall be borne by the Supplier.  |
|   | 9.3 | The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Procuring Agency's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the goods delivery from the point of Supply or manufacturing.  |
|   | 9.4 | Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.  |

|                                   |      |   |
|-----------------------------------|------|---|
| <b>10. Packing</b>                | 10.1 | The Supplier shall provide such packing of the contraceptives as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the contraceptives' final destination and the absence of heavy handling facilities at all points in transit.   |
|                                   | 10.2 | The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC or Technical Specifications, and in any subsequent instructions ordered by the Procuring Agency   |
| <b>11. Delivery and Documents</b> | 11.1 | The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.  |
|                                   | 11.2 | The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.  |
|                                   | 11.3 | The goods supplied under the Contract shall be Delivered at Place (DAP) under which risk is transferred to the buyer after the Goods having been delivered  |
| <b>12. Insurance</b>              | 12.1 | The supplier shall be responsible for arranging shipment of goods on DAP basis. Responsibility for marine/inland transportation insurance shall be the responsibility of the supplier as per INCOTERMS-2020.  |
| <b>13. Transportation</b>         | 13.1 | The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement   |
|                                   | 13.2 | All costs associated with the transportation and loading / unloading of the goods subject to this contract shall be borne by the Supplier.  |
| <b>14. Incidental Services</b>    | 14.1 | The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.   |
| <b>15. Warranty</b>               | 15.1 | All products must be of fresh manufacture and must bear the dates of manufacture and expiry.<br>The Supplier further warrants that all products supplied under the Contract that have shelf lives will have remaining a minimum of 75% of the specified shelf life upon delivery at designated place, given in the Bid Data Sheet, for products with a shelf life of more than two years and three-fourths (3/4) for products with a shelf life of two years or less, unless otherwise specified in the SCC or technical specifications; have "overages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract. |
|                                   | 15.2 | The Procuring Agency shall have the right to make claims under the above warranty for three months after the products have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Procuring Agency, the Supplier shall, promptly, replace the defective products without cost to the Procuring Agency. The Supplier will be required to remove, at  |

|   |      |  |
|---|------|--|
|   |      | his own risk and cost, the defective products once the replacement contraceptives have been delivered  |
|   | 15.3 | In case of supply of substandard quality, declared by the Testing Laboratory, the manufacturer's retained samples will be tested through an Appellate Laboratory as per drug Act. However, if the product again declared substandard, the supplier shall be bound to replace the substandard goods. The procuring agency shall reserve the right to refer the case to DRAP to proceed against the supplier on account of supply of substandard goods, as per law.  |
|   | 15.4 | In the event of a dispute by the Supplier, a counter analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Procuring Agency and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective products. The procuring agency shall reserve the right to refer the case to DRAP to proceed against the supplier on account of supply of substandard goods, as per law.                                |
| <b>16. Payment</b>                              | 16.1 | The Respective Procuring Agency shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to the contract.  |
|   | 16.2 | All payments shall be made in the currency or currencies specified in the SCC and Bid Data Sheet.  |
| <b>17. Prices</b>                               | 17.1 | Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract.  |
| <b>18. Contract Amendments</b>                  | 18.1 | No variation in or modification of the terms of the Contract shall be made unless supported by force majeure on either of the party.   |
| <b>19. Assignment</b>                           | 19.1 | The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.  |
| <b>20. Subcontracts</b>                         | 20.1 | The Supplier shall not be allowed to sublet and award subcontracts under this Contract.  |
| <b>21. Delays in the Supplier's Performance</b> | 21.1 | Delivery of the goods shall be made by the Supplier in accordance with the timeline prescribed by the Procuring Agency in the Schedule of Requirements.  |
|   | 21.2 | If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods; the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the 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 an amendment to the Contract. |
|   | 21.3 | Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.  |
| <b>22. Termination for Default</b>              | 22.1 | The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, shall terminate the Contract: in case:  |

|                                 |             |  |
|---------------------------------|-------------|--|
|                                 |             | <p>(a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 21; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt, fraudulent or collusive practices in competing for or in executing the Contract. Corrupt and fraudulent practices in respect of procurement process, shall be either one or any combination of the practices including:</p> <p>(i) “coercive practices” which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</p> <p>(ii) “collusive practices” which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</p> <p>(iii) “corrupt practices” which means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>(iv) “fraudulent practices” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</p> <p>(v) “obstructive practices” which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>The PA may also proceed against the supplier on account of its default which may result forfeiture of the performance guaranty and the blacklisting of the supplier</p> |
| <p><b>23. Force Majeure</b></p> | <p>23.1</p> | <p>Notwithstanding the provisions of GCC Clauses 21 and 22, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>   |
|                                 | <p>23.2</p> | <p>For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to miss planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.</p>   |
|                                 | <p>23.3</p> | <p>If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Procuring Agency shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.</p>  |

|   |      |   |
|---|------|---|
|   | 23.4 | Unless Procuring Agency informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible.   |
| <b>24. Termination for Insolvency</b>             | 24.1 | In case the Supplier becomes bankrupt or insolvent, the Procuring Agency may at any time terminate the Contract by giving written notice of reasonable time which will not be less than 15 days to the Supplier. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.  |
| <b>25. Termination for Convenience</b>            | 25.1 | The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time on administrative grounds. The notice of termination shall specifically mention, the extent to which performance of the Supplier under the Contract is terminated and the date upon which such termination becomes effective.  |
|   | 25.2 | The goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining goods, the Procuring Agency may elect:<br>(a) to have any portion completed and delivered at the Contract terms and prices; and/or<br>(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. |
| <b>26. Arbitration and Resolution of Disputes</b> | 26.1 | The Procuring Agency through Redressal of Grievances Committee and the Supplier shall make every effort to resolve amicably by direct informal and formal negotiation any disagreement or dispute arising between them under or in connection with the Contract.  |
|   | 26.2 | If, after thirty (30) days from the commencement of such negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration  |
|   | 26.3 | In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time). Administrative secretary of the PA shall act as an arbitrator.  |

|                                    |      |   |
|------------------------------------|------|---|
| <b>27. Limitation of Liability</b> | 27.1 | <p>Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6 of GCC,</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 the cost of replacing defective goods.</p> |
| <b>28. Governing Language</b>      | 28.1 | <p>The Contract shall be written in English language. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.</p>  |
| <b>29. Applicable Law</b>          | 29.1 | <p>This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.</p>  |
| <b>30. Notices</b>                 | 30.1 | <p>Any Notice given by one party to the other pursuant to the provision of the Contract shall be sent to the other party in writing and on the others address specified in SCC.</p>   |
|                                    | 30.2 | <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>  |
| <b>31. Taxation</b>                | 31.1 | <p>All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.</p>   |

Assistant Director (Regulation)  
 Tuesday, 08 April, 2025, 1:50:40 PM

ation  
40 PM

## **SECTION IV**

### **Special Conditions of Contract (SCC)**

## Special Conditions of Contract (SCC)

|                                  |      |   |
|----------------------------------|------|---|
| <b>1. The Contract</b>           | 1.1  | The following documents shall be deemed to form and be read and construed as integral part of the Contract: -<br>a. the Schedule of Requirements.<br>b. the Technical Specifications.<br>c. the Price Schedule submitted by the Bidder.<br>d. the Procuring Agency's Notification of Award.<br>e. the Purchase Order<br>f. the General Conditions of Contract<br>g. Special Conditions of Contract  |
|                                  | 1.2  | Population Program Wing (PPW), M/o NHR&C will sign contract against the allocated funds at federal level.   |
|                                  | 1.3  | The Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract  |
|                                  | 1.4  | The contract shall remain valid for one year from the date of signing, unless amended by mutual consent   |
|                                  | 1.5  | The contract is to be made on Judicial Paper worth of minimum one hundred Pak rupees  |
| <b>2. Supplier's declaration</b> | 2.1  | The supplier shall provide integrity pact signed by the supplier as per following:  |
|                                  | I    | <i>[The Supplier]</i> certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Governments of Azad State of the Jammu and Kashmir (AJ&K), Gilgit-Baltistan (GB), and District Population Welfare Office ICT, Islamabad and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty  |
|                                  | II   | <i>[The Supplier]</i> accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.   |
|                                  | III. | Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, <i>[The Supplier]</i> agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by <i>[The Supplier]</i> as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency |
|                                  | IV   | In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Secretary MoNHR&C or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties  |
| <b>3. Price</b>                  | 3.1  | The Supplier shall provide to the Procuring Agencies the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder Bid form 5(A)   |

|   |            |  |
|---|------------|--|
|   | 3.2        | Each Items supplied shall strictly conform to the Schedule of Requirements (Section V) and to the Technical Specification (Section VI) prescribed by the Procuring Agencies against each item  |
|   | 3.3        | The Unit Cost agreed in the Price Schedule Bid form 5(A) , is inclusive of all taxation and costs associated with transportation and other agreed incidental costs   |
| <b>4. Payments</b>                      | 4.1        | The respective Procuring Agency shall make the payment to the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of these Contracts at the time and in the manner prescribed by these Contracts |
|   | 4.2        | In case of locally manufactured items, 100% payment shall be made upon receipt of successful delivery and upon receipt of successful completion of batch inspection and standard testing report by the testing laboratory. However, where applicable, certificate from WHO pre-qualified labs will also be required, prior to payment to the suppliers.  |
|   | 4.3        | All payments to the Supplier shall be made by the respective procuring agency in accordance with the agreed Payment Schedule upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule.  |
| <b>5. Performance Guarantee</b>         | 5.1        | The Supplier, 07 days prior to signing of this contract, shall provide to the respective Procuring Agency separately a Performance Guarantee equivalent to 05% of the Contract amount on the prescribed format and in prescribed manner given at Bid Form----- . This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract and within 30 days after the final payment.   |
|   | 5.2        | Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause 5.1 above  |
|   | 5.3        | Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract and initiation of blacklisting procedure.  |
| <b>6. Penalties/ Liquidated Damages</b> | 6.1        | In case the Supplier fails to make deliveries as per purchase order and within the time frame as stipulated in the Schedule of Requirement, proceedings shall be initiated against the defaulter which may result into forfeiture of the performance guarantee and blacklisting of the supplier.   |
|   | 6.2        | In case of delay in delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, <b>a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.</b>   |
| <b>7. Schedule of Requirement</b>       | 7.1        | Province and Region-wise quantities of contraceptives along with delivery timelines, required shelf life, and place of delivery are given in the schedule of requirement (Section-V). Contract execution including payment to successful suppliers will be made by the PPW, Ministry of NHR&C, Islamabad.  |
|   | 7.2        | The supplier will be bound to deliver the goods according to shipment plan given on the schedule of requirement. Any deviation from the schedule of requirement, without consent of the PA or concerned region as prescribed in the GCC, SCC and Bid Data Sheet, will be liable to rejection of goods.   |
| <b>8. Product Specifications</b>        | <b>8.1</b> | Technical specifications of each product are given in the Technical Specification section. For locally manufactured products, manufactures   |

|                               |            |  |
|-------------------------------|------------|--|
| <b>and Ancillary Services</b> |            | approved specifications shall be considered. However, for imported products, the bidder must have WHO/UNFPA prequalification and the specifications shall accordingly be quoted by the bidder.   |
|                               | <b>8.2</b> | <p><b>Labeling and Packing</b></p> <p>i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.</p> <p>ii. However, the name of Contraceptives (Generic &amp; Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Blister, Tubes, Vial etc. Besides the name and principal place of business of the Manufacturer, the manufacturing license No., manufacturing date, expiry date, registration No., batch/ lot No., maximum retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All Oral Pills Cycles shall be supplied in blister pack (one side aluminum and other side PVC/PVD). Expiry date must be printed on each blister.</p>   |
|                               | <b>8.3</b> | <p><b>Additional instructions for packing</b></p> <p>i. The suppliers are required to furnish the Warranty certificate with regard to the potency and stability (Including coloration of medicines) of the Drug for human consumption etc. in accordance with the Drug Act, 1976 on judicial paper.</p> <p>ii. The bidder shall supply the Contraceptives in special green packing with Logo of the Government of Pakistan. The following wording/insignia shall be printed in bold letters both in Urdu &amp; English in indelible red color ink on each carton, pack, blister, vial etc.<br/> “PROPERTY OF GOVERNMENT OF PAKISTAN”<br/> “NOT FOR SALE”</p> <p>iii. After signing of the Contract, the Supplier shall submit 10 samples of the finished products in accordance with the above instructions for approval of the concerned Procuring Agency. The approved samples will be shared with the Central Warehouse &amp; Supplies, Karachi and regional governments and all subsequent supplies must be in accordance with the approved samples.</p> |
|                               | <b>8.4</b> | <p><b>Shelf life</b></p> <p>i. The shelf life at the time of delivery at designated place must be up to <b>75% for both the locally as well as internationally manufactured contraceptives.</b></p> <p>ii. However, the lower limit of the shelf life is <b>70% with imposition of 1% penalty</b> charges against the delivered quantities of actual shortfall in shelf life below prescribed limit for locally and internationally manufactured contraceptives.</p>   |
|                               | <b>8.5</b> | <p><b>Testing/Verification Procedures</b></p> <p>i. After delivery of pharmaceutical contraceptives (COC, POP, DMPA) by the local manufacturers at the Procuring Agency’s premises as specified in the Bid Data Sheet, the Procuring Agency will send the samples from each batch/ lot to the Central Drugs Testing Laboratory, Karachi as per DRAP sampling procedure. The Inspection Committee constituted by the Procuring Agency shall inspect the quantity, specifications of goods, and send the samples of pharmaceutical contraceptives to the abovementioned Lab. However, for internationally manufactured long-acting and other contraceptives like; IUCD, Implants, and Condoms; it will be inspected based on the</p>   |

|                                 |            |  |
|---------------------------------|------------|--|
|                                 |            | <p>Certificates of Analysis issued by the credible international labs. In case of doubt/complaint on quality assurance of the internationally manufactured contraceptives, the Procuring Agency reserved the rights that they may get any of the supplied batches/lots tested (upto the maximum number of five batches) from WHO accredited Lab from the whole consignment on the risk &amp; cost of the supplier</p> <p>ii. In case of <b>substandard/or not in accordance with Drug Act.1976</b> report of any batch of locally manufactured pharmaceutical contraceptives, the Supplier has the right to go for appellate laboratory. If it is again declared substandard, the Supplier will be intimated and they will be bound to re-supply the <b>entire fresh stock</b> of that batch <b>free of cost</b> within the reasonable time period to be intimated by the Procuring Agency but not later than <b>21days (three weeks)</b> from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory Authority for <b>legal action</b> as per Drugs Act 1976 and <b>substandard stock will not be returned to the supplier</b>. The same will be destroyed in front of the committee so constituted for each such case.</p> <p>iii. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by CDL/ credible international lab, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.</p> |
|                                 | <b>8.6</b> | <p><b>Transportation/Delivery Requirements</b></p> <p>i. The Supplier shall arrange such transportation of the contraceptives as is required to prevent their damage or deterioration during transit to their final destination given in the Bid Data Sheet and in accordance with the terms and manner prescribed in the Schedule of Requirement</p> <p>ii. All costs associated with the transportation including loading/unloading of contraceptives and road taxes shall be borne by the Supplier.</p> <p>iii. All <b>cold chain ( temperature sensitive)</b> items must be delivered in a safe and proper manner, prescribed for such types of items.</p>   |
| <b>9. Submission of samples</b> | 9.1        | As intimated in the GCC-7, the bidders shall provide four (04) samples of each quoted product free of cost along with the technical bid for evaluation of the technical committee. The samples will be evaluated on legal as well as technical grounds and will mark the samples following benchmarks given in the evaluation criteria if they meet the requirement as per technical specifications.   |

## **SECTION V**

### **Schedule of Requirements**

Assistant  
Tuesday, 08 Apr

## Schedule of Requirements

Contract execution including payment to successful suppliers will be made by the Population Program Wing, M/o NHR&C. The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued along with the Contract by the Population Program Wing as per following schedule of requirements: -

| # | Products                     | Accounting Unit | Quantity in Nos. | No of shipments | First delivery | Second delivery | Total Delivery period | Place of delivery | Remarks   |
|---|------------------------------|-----------------|------------------|-----------------|----------------|-----------------|-----------------------|-------------------|---|
| 1 | Male Latex Condoms           | Piece           | 8,520,466        | 2               | 90 days (60%)  | 30 days (40%)   | 120 days (100%)       | CWH, Karachi      | Foreign manufacturers must provide valid WHO Prequalification Certificate against each quoted product |
| 2 | Auto-disable Syringes (3 ml) | Piece           | 156674           | 2               | 90 days (60%)  | 30 days (40%)   | 120 days (100%)       | CWH, Karachi      |   |

**Mode of Penalty:** Liquidated damages/ penalty @ 0.067 % per day will be charged on the cost of the late delivered items.

Andleeb Umar  
Assistant Director Population  
Tuesday, 08 April, 2025, 1:50:40 PM

## **SECTION VI**

### **Technical Specifications**

Andleeb Umar  
Assistant Director Popula  
Tuesday, 08 April, 2025, 1:50:40

# Technical Specifications

Technical Specification - Male Latex Condom

as per WHO/UNFPA Specifications

(from WHO document “The Male Latex Condom. Specifications and Guidelines for Condom Procurement :2010”)

| General Requirements (to be verified during prequalification)   |  |
|---|--|
| <b>Materials</b>  |  |
| <b>General Requirements (to be verified during prequalification)</b>  | The condoms shall be made of natural rubber latex.   |
| <b>Bioburden levels</b>   | The condoms shall not liberate toxic or otherwise harmful substances in amounts that can be irritating, sensitizing or otherwise harmful to the user of the condom under normal conditions of use.<br>Condoms are not sterile devices, but nevertheless manufacturers should take steps to minimize the risk of contamination of the products with micro-organisms.  |
| <b>Biocompatibility</b>   | <b>It is recommended that bioburden levels on packed condoms be maintained below 100 cfu and not be allowed to exceed 500 cfu.</b> There should be an absence of <i>Staphylococcus aureus</i> and <i>Enterobacteriaceae</i> including <i>Escherichia coli</i> and <i>Pseudomonas aeruginosa</i> .<br><b>It is recommended that bioburden levels be determined periodically</b> – at least quarterly, by extracting the condoms with a neutralizing medium and determining the total viable aerobic count using appropriate test methods. Further information on the rationale for Expert reports should be available for review. |
| <b>nitrosamines</b>   | <b>It is recommended that manufacturers take steps to minimize the formation of nitrosamines.</b> Manufacturers and/or the Procuring agency are advised to confirm local requirements for safety testing with appropriate regulatory authorities in the countries in which the condoms are to be washed, by using minimum amounts of accelerators, and by choosing accelerators, such as distributed. In accordance with ISO 10993-1, manufacturers may provide data on equivalent products.   |
| <b>dusting powder</b>   | Product dusting powder (e.g. cornstarch, magnesium and calcium carbonates) should be used to prevent the condoms from sticking together during manufacture and to allow them to unfold easily.   |
| <b>water-extractable protein levels</b>   | <b>It is recommended that manufacturers determine the water-extractable levels of proteins in their products.</b> Manufacturers may use other dusting powders with the agreement of the Procuring Agency. The recommended levels for soluble protein, as determined by the modified Lowry method, should be less than <b>200 µg/g</b> . Manufacturers should take steps not to exceed this level and should monitor production periodically.   |
| <b>shelf-life and stability</b>   | There is no specific standard for determining the protein levels in condoms. The methods described in ISO 4074, with the period of 12 months for determining the protein levels in medical gloves can be modified for condoms.   |
| <b>Shelf-life</b>   | As described in ISO 4074, with the period of 12 months for determining the protein levels in medical gloves can be modified for condoms.   |
| 1 Tinkler J et al. Risk assessment of the carbamate accelerators used in latex-based medical devices on the basis of <i>in vitro</i> and <i>in vivo</i> studies.<br><i>Journal of Food Chemistry and Toxicology</i> , 1998, 36(9-10):849-866.<br>The claimed shelf-life shall be not less than three years and not more than five years.<br>For further details regarding nitrosamines, refer to Annex I. | assessment of the carbamate accelerators used in latex-based medical devices on the basis of <i>in vitro</i> and <i>in vivo</i> studies.<br><i>Journal of Food Chemistry and Toxicology</i> , 1998, 36(9-10):849-866.<br>The claimed shelf-life shall be not less than three years and not more than five years.<br>For further details regarding nitrosamines, refer to Annex I.  |
| 2 That is, in the temperature range of 20°C to 30°C.  | On condoms that have been stored for the maximum period of shelf-life shall be determined.   |
| 3 As described in ISO 4074.   | between dipping and foiling that is permitted in the standard operating procedures of the  |
| <b>General Requirements (to be verified during prequalification)</b>  |  |
| <b>Provisional shelf-life</b>   | Shelf-life shall be confirmed by real-time stability studies conducted at (50 ± 2) °C. Depending on the outcome of the real-time studies, manufacturers may estimate a provisional shelf-life using an accelerated ageing study <sup>5</sup> .<br>relevant clause in ISO 4074.   |
| <b>sampling</b>   | Sample condoms from three manufacturing LOTS in accordance with Annex B of ISO 4074.   |
| <b>conditioning</b>   | Condition condoms at (30 ± 2) °C in accordance with the relevant annex of ISO 4074.  |
| <b>testing requirement</b>  | Condition condoms at (50 ± 2) °C for 120 days or 180 days in accordance with the relevant annex of ISO 4074.<br>Assess compliance with the requirements for bursting properties, freedom from holes and package integrity specified in the relevant clauses of ISO 4074 at least annually for the full shelf-life of the product.  |
|   | All three LOTS of condoms shall remain in compliance with the requirements for bursting properties, freedom from holes and package integrity specified in the relevant clauses of ISO 4074 for the duration of the stability study.  |

|                                       |   |
|---------------------------------------|---|
| <b>testing requirement</b>            | <p>Assess compliance with the requirements for bursting properties, freedom from holes and package integrity specified in the relevant clauses of <i>ISO 4074</i>.</p> <p>If all three LOTS of condoms remain in compliance with the requirements for bursting properties, freedom from holes and package integrity specified in the relevant clauses of <i>ISO 4074</i> for a period of <b>120 days</b> at <math>(50 \pm 2) ^\circ\text{C}</math>, a <i>provisional shelf-life of three years may be assigned</i>.</p> <p>If all three LOTS of condoms remain in compliance with the requirements for bursting properties, freedom from holes and package integrity specified in the relevant clauses of <i>ISO 4074</i> for a period of <b>180 days</b> at <math>(50 \pm 2) ^\circ\text{C}</math>, a <i>provisional shelf-life of five years may be assigned</i>.</p> |
| <b>Minimum stability requirements</b> | Condoms shall comply with the minimum stability requirements defined in the relevant clause of <i>ISO 4074</i> . Condoms meeting these minimum stability requirements can be assumed to have a provisional shelf-life of two years.   |
| <b>sampling</b>                       | Three LOTS sampled in accordance with <i>ISO 2859-1</i> and Annex B of <i>ISO 4074</i> .  |
| <b>conditioning</b>                   | <p>Incubate samples in their individual sealed containers according to the relevant annex of <i>ISO 4074</i>:</p> <ul style="list-style-type: none"> <li>• One set for <math>168 \pm 2</math> hours at <math>(70 \pm 2) ^\circ\text{C}</math>, and another set for <math>(90 \pm 1)</math> days at <math>(50 \pm 2) ^\circ\text{C}</math>.</li> <li>• At the end of the incubation periods, withdraw the condoms and test for airburst properties, freedom from holes and package seal.</li> </ul>  |
| <b>testing requirement</b>            | All three LOTS of condoms shall remain in compliance with the requirements for bursting properties, freedom from holes and package integrity specified in the relevant clauses of   |

### Performance Requirements

The performance requirements specified here are based on the requirements of *ISO 4074*. These requirements cannot be altered. Verification of compliance with these requirements must be done as part of prequalification and the LOT-by-LOT Pre-shipment compliance testing of the product. For prequalification purposes the sampling plans specified in Annex B of *ISO 4074* shall be used. For LOT-by-LOT Pre-shipment compliance testing the sampling plans specified in Annex A of *ISO 4074* shall be used.

| <b>Performance Requirements</b>     |  |
|-------------------------------------|--|
| <b>Bursting volume and pressure</b> |  |
| <b>sampling</b>                     | In accordance with <i>ISO 2859-1</i> General Inspection Level I. For prequalification testing at least Code Letter M as specified in Annex B of <i>ISO 4074</i> shall be used.   |
| <b>testing</b>                      | In accordance with test method in the relevant annex of <i>ISO 4074</i> and the relevant clause in <i>ISO 4074</i> .   |
| <b>requirement</b>                  | <p><b>Minimum bursting requirements as listed</b></p> <p><b>below: AQL 1.5</b></p> <p><b>Volume:</b></p> <p>16.0 dm<sup>3</sup> for condoms with widths less than 50.0 mm</p> <p>18.0 dm<sup>3</sup> for condoms with widths from 50.0 mm up to 55.5 mm</p> <p>22.0 dm<sup>3</sup> for condoms with widths greater than or equal to 56.0 mm</p> <p><b>Pressure:</b> 1.0 kPa (for all widths)</p> |

| <b>Performance Requirements</b>   |   |
|---|---|
| <b>Bursting volume and pressure after oven conditioning (optional: see Annex I<sup>6</sup>)</b> |   |
| <b>sampling</b>   | In accordance with <i>ISO 2859-1</i> General Inspection Level I. For prequalification testing at least Code Letter M as specified in Annex B of <i>ISO 4074</i> shall be used.  |
| <b>testing</b>  | Condition the samples in accordance with the relevant annex of <i>ISO 4074</i> for (168 ± 2) hours at 70 °C. Remove from oven and keep the packages at (25 ± 5) °C until tested. Within 96 hours but no sooner than 12 hours after removal from the oven, determine the bursting volume and pressure in accordance with the test method in the relevant annex of <i>ISO 4074</i> and the relevant clause in <i>ISO 4074</i> . |
| <b>requirement</b>  | <b>Minimum bursting requirements as listed below: AQL 1.5</b><br><b>Volume:</b><br>16.0 dm <sup>3</sup> for condoms with widths less than 50.0 mm<br>18.0 dm <sup>3</sup> for condoms with widths from 50.0 mm up to 55.5 mm<br>22.0 dm <sup>3</sup> for condoms with widths greater than or equal to 56.0 mm<br><b>Pressure:</b> 1.0 kPa (for all widths)  |
| <b>Freedom from holes and visible defects</b>   |   |
| <b>sampling</b>   | <i>ISO 2859-1</i> General Inspection Level I, but at least Code Letter M.<br>For prequalification testing at least Code Letter N as specified in Annex B of <i>ISO 4074</i> shall be used.  |
| <b>testing</b>  | In accordance with the relevant annex of <i>ISO 4074</i> .  |
| <b>requirement</b>  | In accordance with test method in the relevant annex of <i>ISO 4074</i> . Freedom from holes: <b>AQL 0.25</b><br>Critical visible defects: <b>AQL 0.4</b><br>Non-critical visible defects: <b>AQL 2.5</b><br><i>ISO 4074</i> describes a limited number of critical visible defects. WHO specifies an extended list of critical visible defects and a list of non-critical visible defects in Chapter 3, Clauses 2.1 and 2.2. |
| <b>Package seal integrity</b>   |   |
| <b>sampling</b>   | <i>ISO 2859-1</i> Inspection Level S-3. <input type="text"/>  |
| <b>testing</b>  | In accordance with the package integrity test method in the relevant annex of <i>ISO 4074</i> .   |
| <b>requirement</b>  | <b>AQL 2.5</b>  |

- 5 As an interim measure pending the production of definitive evidence supporting the benefits of testing oven-conditioned condoms on a LOT-by-LOT basis, it has been decided to make this an optional requirement within the *WHO/UNFPA Specification*.

#### Design Requirements

The design properties listed below may be adapted, where appropriately indicated, to reflect the specific needs of the programme and population of intended users. Modification should be based on information about the target population. Verification of compliance with these requirements is to be done as part of the LOT-by-LOT compliance testing of the product.

If specific design changes are agreed between manufacturer and Procuring Agency, then any appropriate testing procedures, sampling plans and compliance levels (AQLs) should also be agreed. Changes in condom design, such as different shapes or the inclusion of pigments, can affect airburst properties and, in some circumstances, freedom from holes.

*It is recommended* that, where changes to the specification are made, dimensional requirements and design features should be subject to *ISO 2859-1* Inspection Level S-2 with an **AQL of 1.0**.

Appropriate reference samples should be maintained by the manufacturer and testing laboratory. The Procuring Agency and/or national regulatory authority may also retain reference samples.

| <b>Design Requirements</b>                   |   |
|--|---|
| <b>shape and texture</b>                     |   |
| <b>Verify by visual inspection</b>           | <p>The surface of the condoms can be textured or non-textured. Texturing typically consists of a number of ribs or dots formed onto the surface of the condom.</p> <p>Condoms may be of any shape consistent with normal commercial practice and client requirements.</p> <p><i>If the condom is not parallel-sided and smooth, attach a dimensioned drawing with detailed description, and check here:</i></p>   |
| <b>Integral bead</b>                         |   |
| <b>Verify by visual inspection</b>           | The open end of the condom shall have a rolled ring of latex, called an integral bead.  |
| <b>Colour</b>                                |   |
| <b>Verify by visual inspection</b>           | <p>Condoms can be translucent or coloured.</p> <p><b>Pigments used with coloured condoms shall be suitable for use in medical devices.</b></p> <p>If a pigment is required, indicate the colour here and provide full details of the pigment, including a Material Safety Data Sheet (MSDS).</p>  |
| <b>odour, fragrance and flavor</b>           |   |
| <b>Verify by visual inspection and smell</b> | <p>The condoms shall not give off an unpleasant odour when the package is opened at any time after manufacture and for the shelf-life of the product. (Condoms have a characteristic odour of rubber, which tends to dissipate quickly once the package is opened. A mild odour that dissipates quickly is acceptable.)</p> <p>It is suggested that appropriate reference samples be retained by the testing laboratory to help resolve disputes over odour. It is recommended that the retained samples be kept for the duration of the shelf- life of the condom.</p> <p>Fragrances and flavours must be non-toxic, non-irritant and not degrade the rubber.</p> <p>If a fragrance is desired, describe here (specify fragrance and amount added) and provide full details of the fragrance, including a Material Safety Data Sheet (MSDS).</p> |

| Design Requirements |  |
|---------------------|--|
|                     | If a flavour is desired, describe here (specify flavour and amount added) and provide full details of the flavour including a Material Safety Data Sheet (MSDS).   |
| <b>testing</b>      | See Annex III for guidance on odour testing. If a masking agent or flavour is used, odour testing should become part of the LOT-by-LOT Pre-shipment compliance testing. Odour testing should be included in ageing studies.  |
| Width               |  |
| <b>sampling</b>     | In accordance with <i>ISO 2859-1</i> Inspection Level S-2.   |
| <b>testing</b>      | In accordance with the test method in the relevant annex of <i>ISO 4074</i> .  |
| <b>requirement</b>  | Standard widths within the public sector are 49 mm and 53 mm, with a tolerance of $\pm 2$ mm.<br><b>AQL 1.0</b><br>Other widths are available and may be more appropriate for specific target populations described in Annex I. Users should select the appropriate width based on the best available data on the target population.   |
| Length              |  |
| <b>sampling</b>     | In accordance with <i>ISO 2859-1</i> Inspection Level S-2.   |
| <b>testing</b>      | In accordance with the test method in the relevant annex of <i>ISO 4074</i> .  |
| <b>requirement</b>  | A minimum of 165 mm for condoms with widths less than 50.0 mm.<br>A minimum of 180 mm for condoms with widths from 50.0 mm up to 55.5 mm.<br>A minimum of 190 mm for condoms with widths equal to or greater than 56.0 mm.<br><b>AQL 1.0</b><br>Length may be specified based on the best available data on the target population. Indicate the length here:<br>The width is defined as the mean lay flat width of 12 condoms measured in accordance with  |
| Thickness           |  |
| <b>sampling</b>     | In accordance with <i>ISO 2859-1</i> Inspection Level S-2.   |
| <b>testing</b>      | In accordance with the test method in the relevant annex of <i>ISO 4074</i> .  |
| <b>requirement</b>  | The thickness measurements are taken at three points: $30 \pm 5$ mm from the open end, $30 \pm 5$ mm from the closed end (excluding the reservoir tip), and at the mid-distance between those two points.<br>For partially textured condoms the thickness shall be measured at points closest to those specified above where the surface is smooth. The locations of the points of measurement shall be noted.<br>If it is not possible to locate a smooth region on the condom where thickness can be measured, then thickness shall be measured at the points specified above and the specification should be adjusted to allow for the effect of the texturing—for example, by reference to the manufacturer's specification.<br><b>AQL 1.0</b> |

**Design Requirements**

| <b>Quantity of lubricant including powder</b>          |   |
|--|---|
| <b>sampling</b>  | In accordance with <i>ISO 2859-1</i> Inspection Level S-2.  |
| <b>testing</b>   | In accordance with the test method in the relevant annex of <i>ISO 4074</i> .   |
| <b>requirement</b>                                     | <p>The condom shall be lubricated with a quantity of silicone fluid having a viscosity between 200 and 350 centistokes.</p> <p><i>Other lubricants such as glycols and water-based lubricants may be used. Oil-based lubricants should NOT be used.</i></p> <p>If an alternative lubricant is required, specify the type here and provide full details of the lubricant including a Material Safety Data Sheet (MSDS).</p> <p>The quantity of lubricant, including powder, in the package should be <math>(550 \pm 150)</math> mg.</p> <p><b>AQL 4.0</b></p> <p><i>If user preferences indicate that it is desirable, lower lubricant levels may be used, but the minimum recommended quantity is 250 mg.</i></p> |
| <b>Individual package materials and markings</b>       |   |
| <b>sampling</b>  | In accordance with <i>ISO 2859</i> Inspection Level S-3.  |
| <b>testing</b>   | The sample of condom packages is visually inspected to verify the required aspects of package   |
| <b>requirement</b>                                     | <p>The colour, print design and identification markings, including Pantone references and font sizes, shall be as specified by the buyer and annexed to this specification.</p> <p>The individual package shall have the following markings:</p> <ul style="list-style-type: none"> <li>• manufacturer's name;</li> <li>• LOT number or LOT identification code (printed at the time of packaging, not pre-printed);</li> <li>• expiry date: month and year labelled expiry date;</li> <li>• date in a language to be specified by the Procuring Agency.</li> </ul>   |
| <b>Verified by visual inspection</b>                   | Individual packages shall be square or circular and shall not distort the rolled condom. The package shall be hermetically sealed and shall protect the product from oxygen, ozone, water vapour, ultraviolet let and visible light.  |
| <b>Verified by supplier's data or independent test</b> | The recommended packages should be constructed of a laminate, which includes a layer of suitable impermeable flexible aluminum foil (recommended minimum thickness of 8 micrometers) and layers of plastic materials suitable for the mechanical protection of the  |

| Design Requirements                |  |
|------------------------------------|--|
| <b>Alternate package materials</b> | <p><i>Alternative package materials can be accepted if they have barrier and strength properties comparable to those of the packaging recommended above or if there are real-time stability data to show that the condom in its pack has adequate shelf-life.</i></p> <p>If an alternative material is required, append the full specification and mark here: The LOT numbers on packages must be printed at the time of packaging.</p> <p>In addition, the following shall apply:</p> <ul style="list-style-type: none"> <li>• There shall be no evidence of leakage.</li> <li>• The outside surface of the package shall be clean.</li> <li>• There shall be no separation of the layers of laminate. <input type="checkbox"/></li> <li>• If the sealed packages are in strips, the individual packages are separated by perforations or other means that allow the packages to be separated by hand without interfering with the seals.</li> <li>• The package must be easy to open without damaging the condom.</li> </ul> |

#### **Packaging for shipment**

Inspections or verifications in this section will generally be carried out during LOT-by-LOT Pre-shipment compliance testing and periodic inspections.

Information included on all packaging shall be in accordance with the language specified by the Procuring Agency.

| Packaging Requirements |   |
|------------------------|---|
| <b>consumer packs</b>  | <p>No consumer packs are included in the <i>WHO/UNFPA Specification</i>.</p> <p>If required, the full design of the consumer pack should be specified in accordance with the requirements of the programme.</p>   |
| <b>inner boxes</b>     | <p>The inner boxes shall be constructed of cardboard. A suitable moisture-resistant barrier on its inner or outer surfaces may be specified by the Procuring Agency. The boxes shall be of sufficient strength and rigidity to retain their shape through every stage of the distribution chain.</p> <p>The inner boxes will be marked in a legible manner to describe the contents and to facilitate identification in case of subsequent query.</p> <p><b>the following information shall be included in the inner box marking:</b></p> <ul style="list-style-type: none"> <li>• LOT identification number;</li> <li>• month and year of manufacture (including the words <i>Date of Manufacture, Month, Year</i>) in language(s) to be specified by the Procuring Agency. The year will be written as a four-digit number and the month as a two-digit number;</li> <li>• month and year of expiry (including the words <i>Expiry Date, Month, Year</i>) in language(s) to be specified by the Procuring Agency. The year will be written as a four-digit number and the month as a two-digit number;</li> <li>• manufacturer's name and registered address;</li> <li>• nominal width of the condom, expressed in millimetres;</li> <li>• number of condoms in box;</li> </ul> |

| <b>Packaging Requirements</b>    |  |
|----------------------------------|--|
| <b>information</b>               | <p>If, in accordance with local regulations or programme requirements, information is to be provided with the condom, then the following instructions should be considered for inclusion:</p> <ul style="list-style-type: none"> <li>• to handle the condom carefully, including removal from the package so as to avoid damage to the condom by fingernails, jewellery, etc.;</li> <li>• how and when to put on the condom; mention should be made that the condom should be placed on the erect penis before any contact occurs between the penis and the partner's body, to assist in the prevention of sexually transmitted infections and pregnancy;</li> <li>• to stop and check if the user feels the condom slipping, as it may fall off the penis;</li> <li>• to stop and check if the user feels the condom tightening excessively on the penis, as this may lead to breakage;</li> <li>• to withdraw the penis soon after ejaculation, while holding the condom firmly in place at the base of the penis;</li> <li>• if an additional lubricant is desired, to use the correct type of lubricant, one that is recommended for use with condoms, and the need to avoid the use of oil-based lubricants, such as petroleum jelly, baby oil, body lotions, massage oils, butter, margarine, etc., as these are deleterious to the integrity of the condom;</li> <li>• to consult a doctor or pharmacist about the compatibility of topical medicines that might come in contact with the condom;</li> <li>• to seek medical assistance as soon as possible within five days, should a condom leak or burst during use;</li> <li>• if the individual container is obviously damaged, to discard that condom and use a new one from an undamaged package;</li> <li>• instructions on how to dispose of the used condom;</li> </ul> |
| <b>exterior shipping cartons</b> | <p>The inner boxes shall be packed into plastic or other waterproof lining bags, which will be placed in three-wall cartons made from weather-resistant corrugated fibreboard with a bursting test strength of not less than 1900 kPa.</p> <p>The carton flaps shall be secured with water-resistant adhesive applied to not less than 75% of the area of contact between the flaps, or with 75 mm wide water-resistant tape applied to the full length of the centre seams and extending over the ends by not less than 75 mm.</p> <p>The cartons may be secured by plastic strapping at not less than two positions.</p> <p>Alternatively, wire-bound, cleated plywood or nailed wood boxes are acceptable when lined with a waterproof barrier material.</p> <p>The barrier material must be sealed at the edges with waterproof tape or adhesive, and there must be no sharp protrusions inside the boxes.</p> <p>In some countries the three-wall corrugated fibreboard available is not of sufficient strength and rigidity to meet stacking requirements or to resist being cut at the corners when the plastic strapping is applied. In such cases an inner carton of two-walled corrugated fibreboard shall be inserted into the shipping carton before packing the condoms.</p>  |

| Packaging Requirements  |   |
|-------------------------|---|
|                         | <p>The exterior shipping carton, like the inner box, shall be marked with information about the contents in a clearly legible manner. The information shall include:</p> <ul style="list-style-type: none"> <li>• LOT identification number;</li> <li>• month and year of manufacture (including the words <i>Date of Manufacture, Month, Year</i>) in language(s) to be specified by the Procuring Agency. The year shall be written as a four-digit number and the month as a two-digit number;</li> <li>• month and year of expiry (including the words <i>Expiry Date, Month, Year</i>) in language(s) to be specified by the Procuring Agency. The year shall be written as a four-digit number and the month as a two-digit number;</li> <li>• name and address of supplier;</li> <li>• nominal width;</li> <li>• number contained in the carton;</li> <li>• instructions for storage and handling.</li> </ul> <p>To facilitate monitoring of LOT quality during shipping and storage, all exterior shipping cartons for each discrete LOT shall be assembled and shipped together.</p> |
| <b>lot traceability</b> | <p>Best efforts shall be made to ensure that shipments remain as discrete LOTS and that these LOTS remain intact as far down the distribution system as possible.</p> <p>These efforts may include the use of very large lettering for LOT codes on the exterior shipping cartons; colour coding; using one pallet per LOT; physically linking all exterior</p>   |

### Summary tables

The following tables summarize the testing methods and requirements for packaging defects, general requirements, performance requirements and design requirements for prequalification and LOT-by-LOT compliance testing.

| table 1. Classification of defects in packaging and marking of packaging for delivery |   |
|---|---|
| examine   | Defects   |
| <b>contents</b>   | Number of condoms not as specified; packages or strips not as specified.  |
| <b>marking</b>  | Omitted; incorrect; illegible; of an improper size (exterior, interior), incorrect location, sequences, or method of application.               |
| <b>materials</b>  | Packaging/packing materials not as specified, missing, damaged or non-serviceable.  |
| <b>workmanship</b>  | Shipping cartons inadequately closed and secured; poor application of internal packaging and packing material; distorted intermediate packages. |

The following tables summarize the different requirements for prequalification and pre-shipment testing. For pre-shipment testing, which is required prior to the consignment of condoms, samples sizes will be selected in accordance with *ISO 4074: 2002 Annex A* and will be inspected and tested against technical specifications that govern the respective agreement or purchase orders. All testing activities will be conducted under *ISO 17025* accreditation.

For prequalification testing, UNFPA requires that three lots of condoms be randomly selected for testing. At the time of the prequalification inspection, the inspected factory may not be producing condoms against the *WHO/UNFPA Male Latex Condom Specification, 2010*. Thus, the manufacturer may not be producing condoms that comply with the full requirements of the *WHO/UNFPA Male Latex Condom Specification, 2010*. This applies in particular to requirements for package marking and labelling, but may apply to other properties such as dimensions. Inspectors and/or inspection companies shall select condom lots for testing that comply as closely as possible with the requirements of the *WHO/UNFPA Male Latex Condom Specification 2010*. The selected sample must comply with and will be tested against the requirements of *ISO 4074: 2002*. UNFPA includes testing condoms that have been oven conditioned for  $(168 \pm 5)$  hours at  $(70 \pm 2)$  °C for bursting pressure and volume during prequalification testing to confirm that the condoms comply with the minimum stability requirements specified in Clause 7.2 of *ISO*

4074: 2002. In anticipation of changes in the next edition of ISO 4074 (which is expected to be published later in 2013) UNFPA also requires testing for freedom from holes and visible defects, and package integrity after oven conditioning for  $(168 \pm 5)$  hours at  $(70 \pm 2)$  °C for prequalification testing.

| <b>table 2. summary of prequalification tests and requirements</b>                             |  |  |
|--|--|--|
| <b>sample according to Annex B of ISO 4074 for “isolated Lots” and ISO 2859-1</b>              |  |  |
| <b>Test</b>  | <b>Sampling</b>  | <b>requirements</b>  |
| Verification of constituent  | NA   | Manufacturer’s documentation   |
| Verification of shelf-life   | NA   | Manufacturer’s documentation   |
| Minimum stability (if required)  | As listed below for burst volume, burst pressure, freedom from holes and pack- age integrity | As listed below for burst volume, burst pressure, freedom from holes and package integrity   |
| Bursting volume (before and after oven conditioning)   | Level G-I<br>Minimum Code Letter M   | Minimum volumes:<br>1. <b>16.0</b> dm <sup>3</sup> for condoms with widths less than 50 mm<br>2. <b>18.0</b> dm <sup>3</sup> for condoms with widths from 50 mm to 55.5 mm<br>3. <b>22</b> dm <sup>3</sup> for condoms with widths |
| Bursting pressure (before and after oven conditioning)   | Level G-I<br>Minimum Code Letter M   | Minimum pressure: 1.0 kPa AQL 1.5  |
| Freedom from holes (before and after oven conditioning for $(168 \pm 5)$ h at $(70 \pm 2)$ °C) | Level G-I<br>Minimum Code Letter N   | AQL 0.25   |
| Visible defects (before and after oven conditioning for $(168 \pm 5)$ h at $(70 \pm 2)$ °C)    | Level G-I<br>Minimum Code Letter N   | Critical defects: AQL 0.4<br>Non-critical defects: AQL 2.5   |
| Shape and texture  | Agreed between manufacturer and  | Visual inspection  |
| Package integrity (before and after oven conditioning for $(168 \pm 5)$ h at $(70 \pm 2)$ °C)  | Level S-3<br>Minimum Code Letter H   | AQL 2.5  |
| Integral bead  | Agreed between manufacturer and  | Visual inspection  |
| Colour   | Agreed between manufacturer and  | Visual inspection  |
| Fragrance and flavouring   | Agreed between manufacturer and  | Sensory inspection   |
| Width  | Level S-2  | $\pm 2$ mm of claimed width AQL 1.0  |
| Length   | Level S-2  | 1. <b>165</b> mm for widths less than 50 mm<br>2. <b>180</b> mm for widths between 50 mm and 55.5 mm<br>3. <b>190</b> mm for widths of 56.0 and above  |
| Thickness  | Level S-2  | 0.045–0.080 mm<br>AOL 1.0  |
| Lubricant quantity (including  | Level S-2  | Viscosity: 200–350 centistokes<br>Qty: 400–700 mg/condom<br>AQL 4.0  |
| Odour (if necessary)   | Agreed between manufacturer and  | Sensory inspection   |
| Inner box  | Level S-3  | Compliant with procurement specifications  |
| Exterior shipping cartons  | Level S-2  | Compliant with procurement specifications  |

| <b>table 3. summary of Lot-by-Lot Pre-shipment compliance testing and requirements</b> |                                       |  |
|--|---------------------------------------|--|
| <b>sample according to Annex A in ISO 4074 for “continuous Lots” and ISO 2859-1</b>    |                                       |  |
| <b>test</b>  | <b>Sampling</b>                       | <b>requirements</b>  |
| Bursting volume (before and after oven conditioning)                                   | Level G-I                             | Minimum volumes:<br>1. <b>16.0</b> dm <sup>3</sup> for condoms with widths less than 50 mm<br>2. <b>18.0</b> dm <sup>3</sup> for condoms with widths from 50 mm to 55.5 mm<br>3. <b>22</b> dm <sup>3</sup> for condoms with widths |
| Bursting pressure (before and after oven conditioning)                                 | Level G-I                             | Minimum pressure: 1.0 kPa<br>AQL 1.5   |
| Freedom from holes   | Level G-I<br>Minimum Code Letter M    | AQL 0.25   |
| Visible defects  | Level G-I<br>Minimum Code Letter M    | Critical defects: AQL 0.4 Non-critical defects: AQL 2.5  |
| Shape and texture  | Agreed between manufacturer and buyer | Visual inspection  |
| Package integrity  | Level S-3                             | AQL 2.5  |
| Integral bead  | Agreed between manufacturer and buyer | Visual inspection  |
| Colour   | Agreed between manufacturer and buyer | Visual inspection  |
| Fragrance and flavouring   | Agreed between manufacturer and buyer | Sensory inspection   |
| Width  | Level S-2                             | ± 2 mm of claimed width<br>AQL 1.0   |
| Length   | Level S-2                             | 1. <b>165</b> mm for widths less than 50 mm<br>2. <b>180</b> mm for widths between 50 mm and 55.5 mm<br>3. <b>190</b> mm for widths of 56.0 and above  |
| Thickness  | Level S-2                             | 0.045–0.080 mm<br>AQL 1.0  |
| Lubricant quantity (including powder)  | Level S-2                             | Viscosity: 200–350 centistokes<br>Qty: 400–700 mg/condom<br>AQL 4.0  |
| Odour (if necessary)   | Agreed between manufacturer and buyer | Sensory inspection   |
| Inner box  | Level S-3                             | Compliant with procurement specifications  |
| Exterior shipping cartons  | Level S-2                             | Compliant with procurement specifications  |
| Individual package materials and markings  | Level S-3                             | Compliant with procurement specifications AQL 2.5  |

### **Technical Specification -AD Syringes (3ml)**

Auto-Disable Syringe 3 ml with needle and leur lock (blister pack of 100 or less) with 22/23 Gauge registered with DRAP (undertaking to the effect that the latex and plastic use in manufacturing is of medical grade)

#### **General:**

Needle-free jet injectors deliver a sterile, single dose of liquid medication by pressurizing the dose in a chamber from which it is ejected through a small orifice on an auto-disabling syringe with sufficient force to penetrate human tissues. It is intended for clinical use by medical personnel on humans, as well as for self-use by patients when indicated.

#### **ISO standards:**

Compliance with ISO standard 21649 Needle-free injectors for medical use — Requirements and test methods, is mandatory with the exception of those clauses for which there is evidence that the requirement is not applicable to the device. In addition, the auto-disabling feature of the syringe must comply with the intent and purpose of auto-disabling as defined in ISO standard 7886-3. Specific performance requirements contained within this standard must be met, in addition to the added requirements referred to in this document.

Andleeb Umar  
Assistant Director Population  
Tuesday, 08 April, 2025, 1:50:40 PM

**SECTION VII**

**Bid Forms**

Tuesda



*Bid Ref No.*

*Date of the Opening of Bids*

*Name of the Contract :{ Add name e.g Supply of Contraceptives etc}*

To: *[Name and address of Procuring Agency]*

Dear Sir/Madam,

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

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

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

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

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

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

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

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

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

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

**On Rs. 100/- Judicial Paper**

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 2 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 2 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That the prices offered are not more than trade price.
- 9) I / We, further undertake that the price(s) given is/are reasonable and not offered less than the quoted one(s) to any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, our firm is bound to refund the difference in price.

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

Signed

BID FORM 4(A) Eligibility of the Bidders and Goods

Name of the Firm  
 Bid Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods

| Required Documentation<br>(To Be Filled by the Procuring Agency) | Checklist <sup>4</sup><br>(To be initialed by the Bidder against each document) | Relevant Page Number <sup>5</sup><br>in the Bid (To be filled by the Bidder) | Supporting Documents <sup>6</sup><br>(To be filled by the Bidder with name of the documents that are submitted to meet the requirement) |
|--|---|--|---|
| Column:1   | Column:2  | Column:3   | Column:4  |
| Valid Manufacturing License                                      |   |  |   |
| Valid Registration(s) of quoted items                            |   |  |   |
| Valid Drugs Sale License <sup>7</sup>                            |   |  |   |
| Valid WHO prequalification certification <sup>8</sup>            |   |  |   |
| Valid Import License (where applicable)                          |   |  |   |
| Letter of Manufacturer's authorization                           |   |  |   |
| Partnership Deed (where applicable)                              |   |  |   |
| NTN Certificate  |   |  |   |
| GST Certificate  |   |  |   |
| Letter of Intention  |   |  |   |
| Proof of Financial soundness                                     |   |  |   |
| Proof of Batch Capacity  |   |  |   |
| <b>Affidavit</b>   |   |  |   |
| Eligibility Certificate  |   |  |   |
| Required experience evidence                                     |   |  |   |
| Child Labor Free Certificate <sup>9</sup>                        |   |  |   |
| Original Receipt of purchase of Bidding Documents                |   |  |   |

<sup>4</sup> Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

<sup>5</sup>Bidders are required to mention the exact page number of relevant document placed in the Bid.

<sup>6</sup>Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

<sup>7</sup>In case of Sole Agent

<sup>8</sup>WHO prequalification certification required for foreign manufacturers' imported products.

<sup>9</sup>Bidders are required to furnish a certificate to the effect that their firm is free from child labor and having standard child labor free policy

**To:**    *[Name & Address of the Procuring Agency]*

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

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

Signature:-----  
Designation:-----  
Official Stamp:-----

*Andleeb Umar  
Assistant Director Population  
Tuesday, 08 April, 2025, 1:50:40 PM*

---

<sup>10</sup>This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

BID FORM 5(A) Price Schedule

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

Name of the Firm:

Bid. Ref. No:

| S. No. | Name of the Item           | Unit Price (inclusive all applicable taxes) | No. of Units | Total Price | Discounts (if any) | Final Total Price (DAP Price) |
|--------|----------------------------|---|--------------|-------------|--------------------|-------------------------------|
| 1      | 2                          | 3   | 4            | 5           | 6                  | 7                             |
|        |                            |   |              | (3 x 4)     |                    | (5-6)                         |
|        | TOTAL                      |   |              |             |                    |                               |
|        | Final Total Price in Words |   |              |             |                    |                               |

Andleeb Umar  
 Assistant Director Population  
 Tuesday, 08 April 2025, 1:50:40 PM

Signature: .....

Designation: .....

Date: .....

Official Stamp

**BID FORM 5(B) Price Schedule (Price Analysis)**

*(User Notes):*

*This form is to be filled by the Bidder **for each individual item** and shall submit with Financial Proposal.*

Name of the Firm:

Bid Reference No:

| Sl. No. | Name of the Item | Unit Price   |                      |                                  |           |   |  | Final Unit Price | No. of Units | Total Final Price |
|---------|------------------|--|----------------------|----------------------------------|-----------|---|--|------------------|--------------|-------------------|
|         |                  | Ex-factory, Ex Ware house, (Domestic) or CPT/CFR (international) | Sales and Income Tax | Other Levies and Duties (if any) | Packaging | Transportation Costs incidental to delivery | Other Incidental Costs as defined in the Schedule of Requirement |                  |              |                   |
|         |                  | a  | b                    | c                                | d         | e   | f  |                  |              |                   |
|         |                  |  |                      |                                  |           |   | g  | h                | i            |                   |
|         |                  |  |                      |                                  |           |   | (a+b+c+d+e+f)  |                  | (g x h)      |                   |
| Total   |                  |  |                      |                                  |           |   |  |                  |              |                   |
|         | In Words         |  |                      |                                  |           |   |  |                  |              |                   |

Signature:-----

Designation:-----

Date:-----

Official Stamp



BID FORM 7 Format of Contract Agreement

THIS CONTRACT AGREEMENT is made

on the [ insert: number ] day of [ insert: month ], [ insert: year ].

BETWEEN

(1) (Insert name and address of Respective Procuring Agency [PPW]) (hereinafter called “the Procuring Agency”), and

(2) [ insert: name of Supplier ], a corporation incorporated under the laws of [ insert: country of Supplier ] and having its principal place of business at [ insert: address of Supplier ] (hereinafter called “the Supplier”).

WHEREAS the Procuring Agency invited bids for certain contraceptives and ancillary services, viz., Male Latex Condoms, IUCD (Cu-T-380A), Implant (single rod and 2 rods), DMPA, Oral Pills, Auto-disable syringes and has accepted a bid by the Supplier for the supply of those contraceptives and services in the sum of [ insert: contract price in words and figures ] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall constitute the Contract between the Procuring Agency and the Supplier, and each shall be read and construed as an integral part of the Contract:

This Contract Agreement

Special Conditions of Contract

General Conditions of Contract

Technical Requirements (including Technical Specifications) The Supplier’s bid and original Price Schedules

The Procuring Agency’s Notification of Award

[Add here: any other documents]

3. 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 contraceptives and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the contraceptives 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.

For and on behalf of the Procuring Agency

Signed: \_\_\_\_\_

in the capacity of [ insert: title or other appropriate designation ]

in the presence of \_\_\_\_\_

For and on behalf of the Supplier

Signed: \_\_\_\_\_

in the capacity of [ insert: title or other appropriate designation ]

in the presence of \_\_\_\_\_

CONTRACT AGREEMENT

dated the \_\_\_ day of \_\_\_\_\_, 2018

BETWEEN

\_\_\_\_\_  
Population Welfare Department, “the Procuring Agency”

and

\_\_\_\_\_  
[ insert: name of Supplier ], “the Supplier”

BID FORM 8                      Consent for Performance Guaranty

To: *[Name & Address of the Respective Procuring Agency]*

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

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 05% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature and Seal of the Guarantors/ Bank

Address

Date

Andleeb Umar  
Assistant Director Population  
Tuesday, 08 April, 2025, 1:50:40 PM

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC  
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS**

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

[Name of Supplier/Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Governments of AJ&K, GB & District Population Welfare Office ICT (separate contracts to be signed) or any administrative subdivision or agency thereof or any other entity owned or controlled by it through any corrupt business practice.

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

[Name of Supplier/Contractor] 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 Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

\_\_\_\_\_  
[Procuring Agency]

\_\_\_\_\_  
[Supplier /Contractor]

Check List of Documents Provided with Page Marking

| No  | Description  | Documents Attached |    |          |
|-----|--|--------------------|----|----------|
|     |  | Yes                | No | Page No. |
| 1)  | Receipt of the bidding document Purchase   |                    |    |          |
| 2)  | Name of the signatory of the firm with CNIC copy   |                    |    |          |
| 3)  | 3 % bid security attached with the Financial bid (in original)   |                    |    |          |
| 4)  | Name & pack size of the Product offered are clearly mentioned in the technical bid   |                    |    |          |
| 5)  | Drug Registration bearing latest price of the contraceptive enclosed (specific items)  |                    |    |          |
| 6)  | Undertaking on judicial stamp paper regarding potency of the contraceptive and fit for human use/consumption.  |                    |    |          |
| 7)  | Undertaking on judicial stamp paper that the firm participating in the tender has not been black listed/suspended the license by any Government/Institution/organization etc.. |                    |    |          |
| 8)  | Undertaking on judicial stamp paper that no violation of child labor in the firm   |                    |    |          |
| 9)  | For repacking item, the bidder has enclosed the valid License/Excise license & relevant documents etc.   |                    |    |          |
| 10) | For imported drugs / Products Certificate of analysis from country of origin.  |                    |    |          |
| 11) | For imported drugs/products Free Sale Certificate from country of origin   |                    |    |          |
| 12) | For imported drugs/products valid Authority letter duly authenticated by Pakistan Embassy at the Country of Origin.  |                    |    |          |
| 13) | Required samples of quoted product(s) are provided along with the technical bid  |                    |    |          |
| 14) | All the pages of bid documents are marked with serial numbers  |                    |    |          |
| 15) | Any other supporting document  |                    |    |          |