

F.NO. 3(5)/2022-PW
GOVERNMENT OF PAKISTAN
MINISTRY OF RELIGIOUS AFFAIRS
AND INTERFAITH HARMONY

INVITATION OF BIDS

The Ministry of Religious Affairs & Interfaith Harmony, Government of Pakistan, Islamabad retenders to invite technical and financial bids in separate sealed envelopes on Delivery Duty Paid (DDP) basis at the Committee Room of this Ministry from reputed original pharmaceutical manufacturers or registered importers or authorized agents duly registered with Income Tax and Sales Tax Departments as well as on the Active Tax Payers List (ATL) of FBR, having valid Drugs Sale Licenses duly issued by respective authorized Federal, Provincial or Regional Health Departments, for procurement of Quadrivalent / Tetravalent Seasonal Influenza Vaccine in accordance with due registration with DRAP, Ministry of National Health Services, Regulations & Coordination, Government of Pakistan, Islamabad and the quantities mentioned against each:

S. No.	Specification	Quantity
1.	Quadrivalent / Tetravalent Seasonal Influenza Vaccine, single dose, along with auto disable syringes / prefilled syringes **.	40,000 doses* including 5% Wastage

*quantity can be increased or decreased accordingly as per allocation of quota for Hajj - 2022 by the Saudi Government.

**10% extra to the vaccine dose quantity.

2. All aspirant bidders should indicate the expected date of delivery of vaccines at EPI's warehouse NIH, Chak Shahzad, Islamabad as well as onwards distribution to the Directorates of Hajj all over Pakistan at their own expenses.
3. Interested eligible bidders may obtain bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. on submission of written application along with payment of a **non-refundable fee of Rs.5,000/- (Rupees Five thousand only)** from **Pilgrims Welfare Section, Room # 18, Hall C, M/o Religious Affairs & Interfaith Harmony, First Floor, Kohsar Block, Pak Secretariat, Islamabad**. However, a copy of bidding documents can also be downloaded from Ministry's websites at www.hajjinfo.org & www.mora.gov.pk, subject to **payment of Rs.5,000/-**. The amount of Bid Security (Earnest Money) and for procurement of bid documents is required to be deposited in the shape of a pay order / bank draft / call deposit receipt / bank guarantee in the name of **Secretary RA & IH Islamabad**. Any financial proposal not accompanied by the pay order / bank draft / call deposit receipt / bank guarantee shall straightaway be rejected.
4. The bids, prepared in accordance with the instructions contained in the bidding documents for each of above mentioned vaccines and syringes should be dropped in the tender box provided for the purpose in the office of **Section Officer (PW), Room # 18, Hall C, M/o Religious Affairs & Interfaith Harmony, First Floor, Kohsar Block, Pak Secretariat, Islamabad** on or before **29.03.2022 at 1030 hours**. Bids will be opened on the same day at 1100 hours in the committee Room of this Ministry, in the presence of all bidders or their authorized representatives. All bids are invited under PPRA rules 36(b). The advertisement is also available on PPRA website at www.ppra.org.pk and Ministry's websites at www.hajjinfo.org & www.mora.gov.pk
5. Bidders are requested to give their best and final prices as negotiations on the price once quoted / offered are not permissible under the Rules. The *Competent Authority* i.e. **Secretary (M/o RA & IH)** reserves the right to reject any or all bids at any time prior to acceptance of a bid or proposal as per Rule 33 (Rejection of Bids) of PPRA Rules 2004.
6. The Companies in dispute with this Ministry are not allowed to participate in the bidding process, unless the matters are settled before closing date of this bid.


(AFSAR KHAN WAZIR)
SECTION OFFICER (PW)
051-9208508

MINISTRY OF RELIGIOUS AFFAIRS
AND INTERFAITH HARMONY

BIDDING DOCUMENTS

For

NATIONAL COMPETITIVE BIDDING
(For Procurement of Vaccines for Hajj-2022)




Procurement Notice

/For Procurement of Vaccines for Hajj-2022/

The Ministry of Religious Affairs & Interfaith Harmony Retenders to invite sealed bids from reputed registered pharmaceutical manufacturers or importers or authorized agents having valid Drugs Sale Licenses duly issued by the respective authorized Federal, Provincial or Regional Health Departments for procurement of Vaccines.

2. Interested firms / companies may obtain the list of Vaccines and bidding documents, containing detailed terms and conditions & specifications of required vaccines from the office of the undersigned at a cost of Rs.5,000/-. These documents can also be downloaded from Ministry's websites www.hajjinfo.org and www.mora.gov.pk, subject to payment of Rs.5,000/- through Bank draft in the name of Secretary RA & IH.

3. The sealed bids must reach to the undersigned till **1030 hours on 29.03.2022**; Bids will be opened on the same day at **1100 hours** in the presence of all Bidders or their authorized representatives.


(AFSAR KHAN WAZIR)
SECTION OFFICER (PW),
M/o Religious Affairs & Interfaith Harmony,
1st Floor, Kohsar Block, Pak Secretariat,
Islamabad
051-9208508

BIDDING DOCUMENTS

For

NATIONAL COMPETITIVE BIDDING

(For Procurement of Vaccines for Hajj-2022)

- | | |
|------------|--|
| Part One | <ul style="list-style-type: none">• Instructions to Bidders (ITB)• <u>Bid Data Sheet (BDS)</u> |
| Part Two | <ul style="list-style-type: none">• Schedule of Requirements• <u>Technical Specifications</u>• <u>Standard Forms</u> |
| Part Three | <ul style="list-style-type: none">• <u>General Conditions of Contract (GCC)</u>• <u>Special Conditions of Contract (SCC)</u> |

**Ministry of Religious Affairs
And Interfaith Harmony
Government of Pakistan**



Part One
Instructions to Bidders

A handwritten signature in blue ink, appearing to be 'J. Smith', is written over the printed text.

Instructions to Bidders

A. Introduction

1. Name of Purchaser and address
2. Eligible Bidders
 - 1.1 Ministry of Religious Affairs & Interfaith Harmony, First Floor, Kohsar Block, Pak Secretariat, Islamabad
 - 2.1 General Sales Tax (GST) Registered.
 - 2.2 Bidders shall be on Active Tax Payers' List of FBR
 - 2.3 National Tax Number(NTN) Registered.
 - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with ITB Clause 31.1.
 - 2.5 Drug Sales License duly issued by the respective Health Department.
 - 2.6 Copy of valid Drugs Registration Certificate duly issued by Drug Regulatory Authority of Pakistan (DRAP).
 - 2.7 Authorized Agents/Distributors should submit the authority letter from their respective manufacturers/importers to quote rate in tender on their letter head.
 - 2.8 NTN, Bank name, Account number along with Vendor number issued by CGA should also be indicated in the tender letter.
 - 2.9 The amount of bid security for Vaccines shall be at the rate of **05% of the bid price**, which is to be offered by the company in terms of **Rules 25 of PPRA** and that amount should accompany the bid in the shape of **Bank Draft / Pay order from any scheduled Bank in favor of the "Secretary, Ministry of Religious Affairs and Interfaith Harmony, Government of Pakistan, Islamabad"**. This money is refundable on satisfactory completion of the contract/job. Satisfactory completion of contract shall mean supply of vaccine as per WHO recommendations duly registered with DRAP, Ministry of NHR&C and of good quality and efficacy in required quantities.
 - i. **Rule 33(1) of PPRA**, The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds. – **The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.**
 - ii. Affidavit on stamp paper to the effect that the firm/bidder has not been blacklisted in the past by any of the Government institute/department, and have not quoted less rates in any other tender than quoted here otherwise revelation of such misinformation the intending bidder would be liable to be blacklisted as well as forfeiture of guaranteed bid money method vide clause-2.7 ante.
 - iii. The firm shall not be in litigation with any public sector organization.
 - iv. Procurement should be associated with legal warranty as defined under the Drugs Act 1976 and Rules framed there under.
 - v. Quantities/supplies may be adjusted as per requirement.
 - vi. The Vaccine meets the WHO recommendations for biological substance.
 - vii. Lot Release certificate from National Control Laboratory for Biological, Drug Regulatory Authority of Pakistan shall be provided before distribution of the vaccines to Hajj Directorates.
 - viii. Repacking of vaccines is not allowed in Pakistan.
 - ix. The bidder shall be bound to take back the unutilized doses at its own cost and payment will be made against actual utilization.
 - x. All suppliers must supply vaccines etc. having minimum 60% shelf life at the time of delivery.
 - xi. Any violation with reference to quality will be subject to legal action as per Drugs Act 1976 and DRAP Act-2012.
 - xii. Successful bidder of Meningococcal (Meningitis ACYW-135), vaccine must arrange supply within schedule of requirement.
 - xiii. Successful bidder of Seasonal Influenza vaccine must arrange supply within schedule of requirement.
 - xiv. Submit also soft copy of the technical portion of the bid document (without the rates offered), failing which your request shall not be considered.
 - xv. Vaccine shall be supplied in International packaging as recommended by WHO.

3. Cost of Bidding
- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

4. Content of Bidding Documents
- 4.1 The Goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet (BDS)
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Contract Form
- 4.2 The Bidder may fill all the forms including **Bid Evaluation Form** as per instructions. 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 along with supporting documents or to submit a bid not substantially responsive to the bidding documents in all respect will be at the Bidder's risk and may result in the rejection of his/her bid.
5. Clarification of Bidding Documents
- 5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's address indicated in Bid Data Sheet (BDS). The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than seven (07) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents, directly from the purchaser.
6. Amendment of Bidding Documents
- 6.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment, without substantially changing nature of procurement.
- 6.2 All bidders that have purchased the bidding documents, from the Purchaser, will be notified of the amendment in writing which will be binding on them.
- 6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

7. Language of Bid
- 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet.
8. Documents Comprising the Bid
- 8.1 The bid prepared by the Bidder shall comprise of the following components:
- (a) a Bid Form, specifications and a Price Schedule completed in accordance with ITB Clauses 9, 10, and 11; and
 - (b) bid security furnished in accordance with ITB Clause 13.
9. Bid Form
- 9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Goods to be supplied, a brief description of the Goods, quantity, and prices.



10. Bid Prices

- 10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Goods it proposes to supply under the contract.
- 10.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e. inclusive of all applicable taxes, prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 10.3 The Bidder's separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 10.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected. **Two or more prices for a single item will be treated as non-responsive.**

11. Bid Currencies

- 11.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

12. Documents Establishing Bidder's Eligibility and Qualification

- 12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 12.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) The Bidder meets the qualification criteria listed in the Bid Data Sheet.

13. Bid Security

- 13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet i.e. 5% of the total bid Money.
- 13.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.
- 13.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
 - (a) Irrevocable en-cashable call-deposit/bank draft/pay order etc. in name of the Purchaser given under ITB clause 13.1 of Bid Data Sheet.
- 13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 of the BDS will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 22.
- 13.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 14.
- 13.6 The successful Bidder's bid security will be discharged upon the Bidder's successful supply of Goods duly acceptable to the purchaser.
- 13.7 The bid security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 30;
 - (ii) fails to deliver the Goods within stipulated time period or/and additional supply as per Schedule of Requirements: Section: I - Part Two.

14. Period of Validity of Bids

- 14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

**15. Format and Signing
of Bid**

- 14.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 15.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 Any interlineations, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the bid. The bid should be duly banded and each page signed/stamped by authorized person.

D. Submission of Bids

**16. Sealing and Marking of
Bids**

- 16.1 Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal. All bids received shall be opened and evaluated in the manner prescribed in the bidding document.
- 16.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
 - (b) bear the name indicated in the Bid Data Sheet, the Invitation for Bids title and number indicated in the Bid Data Sheet, and a statement: "**DO NOT OPEN BEFORE,**" to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 20.
- 16.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

**17. Deadline for
Submission of Bids**

- 17.1 Bids must be received by the Purchaser at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.
- 17.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

- 18.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 17 will be rejected and returned unopened to the Bidder.

**19. Modification and
Withdrawal of Bids**

- 19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 19.3 No bid may be modified after the deadline for submission of bids.
- 19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.7.

E. Opening and Evaluation of Bids

20. Opening of Bids by the Purchaser

- 20.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/ attendance sheet evidencing their attendance.
- 20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.
- 20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 20.4 The further evaluation of opened bids will be done by the committee independent of bidder's representative to maintain impartiality.

21. Clarification of Bids

- 21.1 During evaluation of the bids, the Purchaser 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.

22. Preliminary Examination

- 22.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 22.2 Arithmetical errors will be rectified on the following basis. 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 13) and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 22.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23. Evaluation and Comparison of Bids

- 23.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.
- 23.2 The Purchaser's evaluation of a bid, further elaborated under Bid Data Sheet, will be on delivered duty paid (DDP) price inclusive of prevailing duties and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.



23.3 The following merit point system for weighing evaluation factors/criteria will be applied for technical and financial proposals:

(a) Technical proposals/bids:

Evaluation criteria	Score (points)
DRAP valid registration certificate of Vaccine(s) as per specification given in the bid.	50
A written commitment by the Bidder to ensure that labeling, packaging and transportation of vaccine shall be in line with WHO's "Guidelines on International Packaging and Shipping of Vaccines" available on WHO's website: http://www.who.int/vaccines-documents/DocsPDF06/818.pdf .	15
A firm written commitment of timely supply in accordance with the Schedule of Requirements	35
Total points	100

(b) Financial proposals/ bids:

After the completion of technical evaluation, the Purchaser shall inform the bidders scoring less than 70 points that their bids have been found non-responsive and that their financial proposal will be returned unopened after completing the selection process. The Purchaser shall simultaneously inform, in writing, the bidders having secured the qualifying points i.e. 70 and above of date, time and place for opening the financial proposals. Bidder's attendance at the opening of financial proposal is optional;

23.4 Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to be present. Before opening the financial proposals, names of the bidders and the points scored by them in the technical evaluation shall be read out aloud. Total prices quoted by each in the financial proposal shall also be announced and recorded;

23.5 The lowest price quoted by a bidder securing 70 or more points in technical evaluation will be rated as the lowest evaluated bid for award of contract.

24. Contacting the Purchaser

24.1 Subject to ITB Clause 21, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

24.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

25. Qualification

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet.

26. Award Criteria

26.1 Subject to ITB Clause 28, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

- 27. Purchaser's Right to Vary Quantities at Time of Award** 27.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 28. Purchaser's Right to Accept any Bid and to Reject any or All Bids** 28.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. The Purchaser will inform the affected Bidder or bidders of the grounds for the Purchaser's action, if so requested, but the Purchaser shall not be required to justify the grounds.
- 29. Notification of Award** 29.1 Prior to the expiration of the period of bid validity and subject to ITB Clause 29.3, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
29.2 The notification of award under ITB 29.1 will constitute the formation of the Contract.
29.3 The Purchaser shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of contract.
- 30. Signing of Contract** 30.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
30.2 Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
- 31. Corrupt or Fraudulent Practices** 31.1 The Purchaser observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:
(a) defines, for the purposes of this provision, the terms set forth below as follows:
"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty
(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a M/o RA&IH financed contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a M/o RA&IH contract.
31.2 Any information found misleading about organization will lead to blacklisting of the firm on permanent basis
- 32. Performance Guarantee/ Security** 32.1 Before signing of the Contract, the successful Bidder shall furnish 10% Performance/Bank Guarantee/Security of total value of purchase order in line with the Performance/Bank Guarantee/Security Form provided with the bidding documents. Upon submission of the Performance Guarantee, the Bid Security (Earnest Money) will be returned to the Bidder;
32.2 Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder at the risk and cost of the former.



Section II.

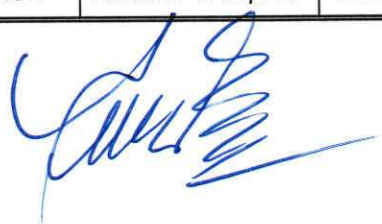
Bid Data Sheet

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Bid Data Sheet

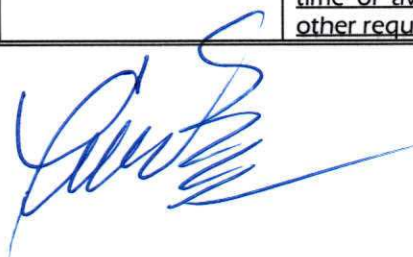
The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB): Section I. Whenever there is a conflict; the provisions herein shall prevail over those in ITB:

A. The Bidding Document		
ITB 7.1	Language of the Bid	English
B. Preparation of Bids		
ITB 10.2	The price quoted shall be	DDP in Pak Rupees i.e. inclusive of all applicable taxes & transportation charges including delivery at NIH (EPI's warehouse), Chak Shahzad, Islamabad and its further distribution to Directorates of Hajj all over Pakistan.
ITB 10.5	The price shall be	Fixed and must include the Income & General Sales Taxes (GST) and other taxes and duties, where applicable as per law. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all prevailing taxes / duties.
ITB 12.2 (a)	Technical Qualification requirements.	<ul style="list-style-type: none"> a) The bidder must submit National Tax No., Sales Tax No. Certificates. b) The supply should be in accordance with the approved specification as per Drug Registration Letter issued by DRAP. c) The vaccine meets the WHO recommendations for biological substances. d) Quality of the items should be maintained in good condition. e) Supply of the above items is to be completed and supplied within the specified schedule of requirements. f) If job is not completed within the prescribed period according to approved specifications, the Ministry reserves the right to impose penalty by deducting payment from your bill. g) The above items shall be delivered/handed over to representative of M/o RA&IH, Islamabad by the firm at their own expenses. h) All payments to the firm shall be made after deduction of income tax under the rules. i) No advance payment will be made by this Ministry. Earnest money (refundable) will be released on completion of job and submission of confirmation certificate from representative of M/O RA & IH, the payment shall be made to the firm. j) The Procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submit a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds. - The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
ITB 13.1	Amount of bid security	5 % of the total quoted bid price. Amount of Bid Security can be submitted in any form such as Bank Draft / Demand Draft etc in the name of Ministry of Religious Affairs and Interfaith Harmony, Islamabad.
ITB 13.3	Form of Bid Security	<ul style="list-style-type: none"> (i) The Bid Security shall be enclosed in the main envelope of financial proposal. (ii) The tenders found deficient of the amount as bid security compared to total bid price will not be considered and declared financially non-responsive. (iii) No personal cheques will be acceptable at any cost.
ITB 14.1	Bid validity period.	Since the items must be procured before the Hajj (have to dispatch to Kingdom of Saudi Arabia in the Month of Shawal), therefore, the bid validity period should be before the Hajj from the date of opening of financial proposals. A bid valid for a shorter period shall be treated as non-responsive and rejected by the Purchaser;
ITB 15.1	Number of copies.	One original Copy.



C. Submission of Bids		
ITB 17.1	Address for bid submission.	Ministry of Religious Affairs and Interfaith Harmony First Floor, Kohsar Block, Pak Secretariat, Islamabad. Ph: 051-9208508
ITB 17.1	Deadline for bid submission.	29.03.2022 at 1030 hours.

D. Opening and Evaluation of Bids		
ITB 20.1	Time, date, and place for bid opening.	29.03.2022 at 1100 hours. Ministry of Religious Affairs and Interfaith Harmony First Floor, Kohsar Block, Pak Secretariat, Islamabad.
ITB 23.2	Criteria for bid evaluation.	<p>Bids will be evaluated as per SINGLE STAGE TWO ENVELOPES Procedure according to Rule-36 (b) of Public Procurement Rules, 2004</p> <p>Technical Proposal Evaluation criteria:</p> <ol style="list-style-type: none"> The bidder must submit National Tax No., Sales Tax No. Certificates. The supply should be in accordance with the approved specification. Quality of the items should be maintained in good condition. Supply of the above items is to be completed and supplied according to schedule of requirements. If vaccine supply is not completed within the prescribed period according to approved specifications, the Ministry reserves the right to impose penalty by deducting payment from your bill. The above items shall be delivered / handed over to representative of M/o RA&IH, Islamabad by the firm at their own expenses. All payments to the firm shall be made after deduction of Income Tax under the rules. No advance payment will be made by this Ministry. Earnest money (refundable) will be released on completion of job and submission of confirmation certificate from representative of M/o RA&IH, Islamabad. The payment shall be made to the firm. The Procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submit a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. <p>Financial proposal Evaluation</p> <ol style="list-style-type: none"> The financial proposal of the technically qualified firm will be opened only. The financial proposal must include Bid Security as per ITB 13.1 of Bid Data Sheet Lowest evaluated bid i.e. technically qualified and financially lowest will be accepted.
E. Award of Contract		
ITB 27.1	Percentage for quantity increase or decrease	The quantity can be increased or decreased up to maximum of 15% or as per Purchaser requirements. <u>However, final quantity for supply will be determined based on functional status at the time of award of the Contract and Haji quota allocated and other requirements by the Kingdom of Saudi Arabia.</u>



Part Two

- I. Schedule of Requirements
- II. Technical Specifications
- III. Standard Forms

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I. Schedule of Requirements

A handwritten signature in blue ink, appearing to be 'J. L. Smith', is written below the section header.

I. Schedule of Requirements

Supply of Procurement of Vaccines for Hajj 2022, at NIH (EPI's warehouse), Chak Shahzad, Islamabad and its further distribution to Directorates of Hajj all over the Pakistan.

1. Schedule of requirement

For Procurement of Vaccines for Hajj – 2022

Vaccines

S. No.	Specification	Quantity	Delivery Schedule
1.	Quadrivalent / Tetravalent Seasonal Influenza Vaccine, single dose, along with auto disable syringes / prefilled syringes **.	40000 doses* including 5% Wastage	

NOTE:

All Vaccines shall be as per registration with DRAP:

- 1) The rate quoted shall be inclusive of GST/Custom duty/other government levies etc.
- 2) The bidder will indicate the expected date of delivery of vaccine at the said station.
- 3) The vaccine should be effective to as per the DRAP registration requirements.
- 4) For Thermolabile drugs for which to be storage temperature is 2 – 8° C. The firm shall be bound to produce batch wise cold chain data from the source of origin and Thermology data from factory to Consignee's end.



II. Technical Specifications

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Vaccine

S. No.	Specification	Quantity	Specification
1.	Quadrivalent / Tetravalent Seasonal Influenza Vaccine, single dose, along with auto disable syringes / prefilled syringes **.	40000 doses* including 5% Wastage	Vaccines shall be as per registration of DRAP.



III. Standard Forms

A handwritten signature in blue ink, appearing to be "J. Smith", written over the section header.

1. Bid Form

Date: _____
No: _____

To: Section Officer (PW)
M/o Religious Affairs and Interfaith Harmony
Islamabad.

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *the goods* in conformity with the said bidding documents for the sum of Rs. _____.

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 hereby agree that our Bid Security as being provided herewith this "Bid Form", will remain with the Purchaser according to Clause 13.6 of Instructions to Bidders.

We also agree to abide by this Bid for a period of six months (please see if this long period of bid validity is required. If the bid validity period is longer, bid prices will be higher. Since the items must be procured before the Hajj, therefore, the bid validity period should not be beyond the Hajj) from the date fixed for Bid opening under Clause 20 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A bid valid for a shorter period shall be treated as non-responsive and maybe rejected by the Purchaser;

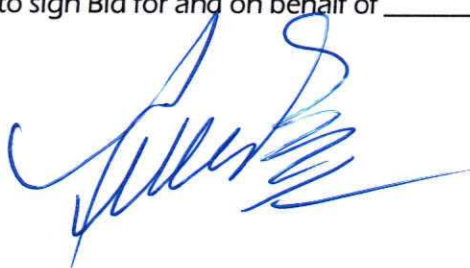
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



2. Performance Guarantee/Security Form

To: [Name & Address of the Purchaser]

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 in the said Contract that the Supplier shall furnish to the Purchaser with a Bank Guarantee by a Scheduled Bank for the sum of 10% of the total Contract amount as Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to provide a Guarantee for the said Supplier

Therefore, we hereby affirm that we are Guarantors and are 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 shall be valid for four months after the completion of delivery of supplies by the Supplier to the Purchaser of the full quantity of Vaccine for which this Guarantee is being given.

Signature and Seal of the Guarantors/ Bank

Address

Date



3. Manufacturer's Authorization Form

To: [name of Purchaser]

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 follow-up / negotiate and sign the Contract with you against IFB No._____ [reference of the Invitation to Bid] for the goods manufactured by us, under the patent name of _____ for performance of the contract.

We hereby commit and assure our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above mentioned firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note: 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.

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Price Schedule

a) List of Vaccines -2022

Sr. #	Name of Vaccines	Estimated Quantity required	For Procurement of Vaccines	Cost per Item	Total Amount of doses of Vaccine in Rs.
1.	Quadrivalent / Tetravalent Seasonal Influenza Vaccine, single dose, along with auto disable syringes / prefilled syringes **.	40000 doses* including 5% Wastage			

* The winner of the vaccine bid will arrange _____ along with 5% extra Auto disable syringes of 0.5 ml 24G x 3/4".

Name of Bidder _____.

Note:

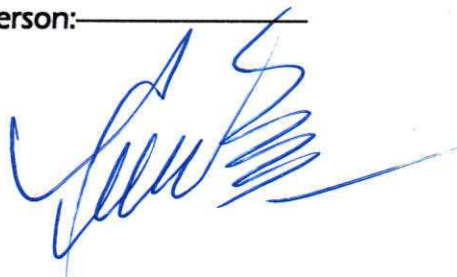
- The number of items can be increased / decreased and the cost of increase / decrease will be adjusted accordingly.
- Please indicate the cost of each item separately.
- The bidder will indicate the expected date of delivery of vaccine at the said station.

Total amount of Bid for the procurement of Vaccines

Amount in Figures _____

Amount in Words _____

Signatures of authorized person: _____



4. Contract Form

THIS CONTRACT is made at on the day of.....2022, between the President of the Islamic Republic of Pakistan through the Ministry of Religious Affairs & Interfaith Harmony, Islamabad (hereinafter referred to as the "Purchaser") of the First Part; and M/s (firm name) a firm registered under the laws of Pakistan and having its registered office at (address of the firm) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Purchaser invited bids for procurement of Vaccine, in pursuance whereof M/s (firm name) being the Manufacturer/authorized Supplier/ authorized Agent of (item name) in Pakistan and offered to supply the required item; and

Whereas the Purchaser has accepted the bid by the Supplier for the supply of (item name) in the sum of Rs (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs (amount in figures and words).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as an integral part of this Contract, viz:


- Price Schedule submitted by the Bidder,
- Schedule of Requirements;
- Technical Specifications;
- General Conditions of Contract;
- Special Conditions of Contract;
- Purchaser's Notification of Award; and
- Purchase Order

3. In consideration of the payments to be made by the Purchaser to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/Manufacturer hereby covenants with the Purchaser to provide the goods and to remedy defects therein in conformity, in all respects, with the provisions of this Contract/ or make replacement of defective goods, as the case may be, without any additional charge, to the satisfaction of the Purchaser.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

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

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



7. [The Seller/ Supplier] certifies that it has made and will make full disclosures of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

10. In case of any dispute concerning the interpretation and/or application of this Contract, it shall be settled through arbitration. The Secretary to the Government of Pakistan, Ministry of Law, Justice and Human Rights or his nominee shall act as a sole arbitrator. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.


11. This Contract shall be governed by the laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction to adjudicate in cases of litigation arising out of this Contract.

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

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Deputy Secretary On behalf of Ministry of Religious Affairs & Interfaith Harmony, Islamabad	M/s _____ _____
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Part Three

Section I.

General Conditions of Contract

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General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" mean the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Purchaser" means M/o Religious Affairs and Interfaith Harmony, Islamabad.
 - (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - (i) "Day" means calendar day.

2. Application

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

3. Standards

- 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

4. Inspections and Tests

- 4.1 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 4.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 4.3 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory / warehouse.
- 4.4 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.

5. Packing

- 5.1 The Supplier shall provide such packing of the Goods 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 Goods' final destination and the absence of heavy handling facilities at all points in transit.



- 5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.
6. **Delivery and Documents**
- 6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.
7. **Transportation**
- 7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination i.e. NIH (EPI's warehouse), Chak Shahzad, Islamabad and its further distribution to Directorates of Hajj all over the Pakistan.
8. **Warranty**
- 8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
9. **Payment**
- 9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.
- 9.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.
- 9.4 The currency of payment is Pak. Rupees.
10. **Prices**
- 10.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.
11. **Change Orders**
- 11.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract.
- 11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
12. **Contract Amendments**
- 12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
13. **Assignment**
- 13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
14. **Delays in the Supplier's Performance**
- 14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 14.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s).

- 14.3 Except as provided under GCC Clause 17, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

15. Liquidated Damages

- 15.1 Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.

16. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

- 16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

- 17.1 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 17.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Resolution of Disputes

- 18.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- 18.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
- 19. Governing Language** 19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, 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 the same language.
- 20. Applicable Law** 20.1 The Contract shall be interpreted in accordance with PPRA Ordinance 2002, Public Procurement Rules 2004 and other laws of Islamic Republic of Pakistan. If there is any discrepancy between the laws and these bidding documents, the provisions of the laws and rules will prevail.
- 21. Notices** 21.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 22. Taxes and Duties** 22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 23. Performance Guarantee/Security** 23.1 Before signing of the Contract, the successful Bidder shall furnish the Performance Guarantee / Security on legal stamp paper(s) of appropriate value equivalent to 10% of the total Contract amount from any of the scheduled banks. The Performance Guarantee / Security Form is provided in the bidding documents. Upon submission of Performance Guarantee, the Bid Security would be returned to the Bidder.



Section II.

Special Conditions of Contract

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Special Conditions of Contract

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

1. Inspections and Tests (GCC Clause 4)

GCC 4.1—Inspection and tests prior to supply of Goods and at final acceptance are as follows: The Purchaser or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

2. Packing (GCC Clause 5)

GCC 5.2 – Packing & accessories: The bidder shall deliver the Vaccines/allied equipment.

3. Payment (GCC Clause 9)

GCC 9.1 & 9.3 —the method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

4. Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

- (i) **On Acceptance: Hundred (100)** percent of the supply order Price of the supplies delivered and received shall be paid within thirty-five (35) days of submission of claim, supported by the Acceptance Certificate issued by the purchaser.

5. Prices (GCC Clause 10)

GCC 10.1—Prices shall be: Fixed.

6. Liquidated Damages (GCC Clause 15)

GCC 15.1—Applicable rate: Applicable rates shall not exceed **one (1.0) % per day** and the maximum shall not exceed **ten (10) % of the contract price**.

7. Resolution of Disputes (GCC Clause 18)

GCC 18.2—the dispute resolution mechanism to be applied pursuant to GCC Clause 18.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with the prevailing laws of the Islamic Republic of Pakistan.

8. Governing Language (GCC Clause 19)

GCC 19.1—The Governing Language shall be: *English*.

Supplier's address for notice purposes:

