

BIDDING DOCUMENTS

PROCUREMENT OF CONTRACEPTIVES (MALE LATEX CONDOMS) For IRMNCH & Nutrition Program (2018-19)



**IRMNCH & NP
PRIMARY & SECONDARY HEALTHCARE DEPARTMENT
GOVERNMENT OF THE PUNJAB
05-Montgomery Road, LAHORE**

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Bid Data Sheet

ITB Reference	Description	Detail
ITB Clause 13	Language of bid	English or Urdu
	Bidding Procedure	Single Stage-Two Envelope
	Bid Price-Final Destination	CIF Lahore basis
	Bid Reference No.	IPL # 2216
ITB Clause 16	Bid currency	The firms are required to quote price on CIF (\$, £, €, ¥ and CHF) On free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.
ITB Clause 20	Bid Security	2% of the total estimated cost as mentioned in advertisement.
	Tender Fee	Rs:1,000/- (Non-Refundable)
ITB Clause 21	Bid validity period	180 Days
ITB Clause 27	Address for communication: PROGRAM DIRECTOR INTEGRATED & REPRODUCTIVE MATERNAL NEWBORN CHILD HEALTH AND NUTRITION PROGRAM PUNJAB (IRMNCH&N Program) 05-Montgomery Road, Lahore. Phone No. +92-42-99205326 E-mail: - pb.irmnch@gmail.com	
ITB Clause 41	The Performance Guarantee: It will be 5% of the Contract Value in the shape of Bank Guarantee/CDR/Pay Order from any scheduled bank.	

SECTION 1
Invitation to Bid



INVITATION TO BIDS

BID REFERENCE NO. 2216

PROCUREMENT OF CONTRACEPTIVE FOR IRMNCH & NUTRITION PROGRAM PUNJAB FOR THE FINANCIAL YEAR 2018-19

IRMNCH & Nutrition Program Primary & Secondary Healthcare Department, Government of the Punjab invites sealed bids/tenders on free delivery to consignee's end for the supply of contraceptive (Male Latex condoms) on CIF Lahore basis.

2. Bidders can download the Bidding Documents containing tender's item specifications, quantity, terms & conditions from the website (www.pshealth.punjab.gov.pk) & (www.ppra.punjab.gov.pk) or from (www.irmnch.gov.pk).

3. Bidding shall be conducted through 38 (2)(a) Single Stage–Two Envelopes bidding procedure of Punjab Procurement Rules, 2014 amended. The bids shall clearly be marked with **Bid Reference No.** for which bid is submitted.

4. Sealed bids are required to be submitted by bidders on **29th March, 2019, till 11:00 AM** positively in the Procurement Cell, IRMNCH & NP, Primary & Secondary Healthcare Department, 05-Montgomery Road, Lahore. The bids received till stipulated date & time shall be opened on same day at **11:30 AM** in the presence of the bidders or their authorized representatives. Late bids shall not be entertained.

NOTE: The Procurement shall be governed by the Punjab Procurement Rules, 2014 Amended.

Program Director
IRMNCH & NP
Government of the Punjab
Primary & Secondary Healthcare Department
05-Montgomery Road, Lahore.

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully

SECTION II

Instructions to Bidders

Bidding Documents for Procurement of Male latex Condoms (2018-19)

1. Scope of Bid

- 1.1 Integrated Reproductive Maternal Newborn Child Health & Nutrition Program (IRMNCH&NP), Primary & Secondary Healthcare Department, Government of the Punjab, invites sealed bids from eligible bidders for supply of Contraceptive (Male Latex condoms) for IRMNCH & Nutrition Program, Punjab as per quantities and specifications more specifically described in **Section III of the Bidding Documents** Schedule of Requirements & Technical Specifications.
- 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.

2. Source of Funds

- 2.1 Government of the Punjab.

3. Eligible Bidders.

- 3.1 This Invitation to Bids is open to the eligible firms of this department only for Contraceptive (condoms) more specifically described in the Section III, Schedule of Requirements & Technical Specifications.
- 3.2 The Authorized Sole Agents must possess valid authorization from Foreign Manufacturers and shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Section V, Bid Form, to the effect that they are the original Manufacturer of the required specifications of Goods.
- 3.3 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

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

- 4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as *“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:*
 - (i) *coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of*

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the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

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

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

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

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

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 Blacklisting / Debarment process;

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

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- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE: The procedure mentioned in Punjab Procurement Rules 2014 will be followed.

5. Eligible Goods and Services.

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

6. Cost of Bidding.

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

7. Bidding for Selective Items.

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

7.2 An individual firm/bidder shall be authorized to submit only one bid for one item. More than one bid for an item by any one of the above mentioned shall disqualify either of the one for that particular item bidding competition.

THE BIDDING PROCEDURE

8. The Governing Rules.

8.1 The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014, of the Government of Punjab.

9. Applicable Bidding Procedure.

9.1 "Single stage – Two Envelops bidding procedure" shall be employed.

Single Stage: Two Envelope Bidding Procedure

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

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;*
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical*

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Proposal”;

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

(iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;

(v) during the technical evaluation no amendments in the technical proposal shall be permitted;

(vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;

(vii) the financial bids found technically nonresponsive shall be returned unopened to the respective bidders; and

(viii) the lowest evaluated bidder shall be awarded the contract;

THE BIDDING DOCUMENTS

10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB) (Section-II)
- (b) Schedule of Requirements & Technical Specifications (Section-III)
- (c) Evaluation Criteria (Section-IV)
- (d) Bid Forms (Section-V)
 - i) Letter of Intention
 - ii) Affidavit
 - iii) Technical Forms
 - iv) Financial Forms
- (f) Draft Standard Contract (Section-VI)
 - i. Contract Form
 - ii. General Conditions of the Contract
 - iii. Special Conditions of Contract,

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

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

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for

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clarification(s) of the bidding documents, which it receives no later than **ten (10) days** prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.

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

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

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

PREPARATION OF BIDS

13. Language of Bids.

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

14. Documents comprising the Bids.

14.1 The Bid shall comprise of the BID FORMS, UNDERTAKING, TECHNICAL DETAIL OF THE PRODUCT, of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the BID FORM and an appropriate PRICE SCHEDULE furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidders are willing or required to provide along with the proposed price.

15. Bid Price.

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

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.

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15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

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

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

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

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

16. Bid Currencies.

16.1 The firms are required to quote price on CIF Lahore basis (\$, £, €, ¥ and CHF).

16.2 State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of Financial Bid for comparison purposes.

16.3 The price for complete item, standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest bidder. Optional items are mandatory to quote but will not be considered while determining the lowest bidder.

17. Samples.

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

18. Documentation on Eligibility of Bidders.

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

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

19. Documentation on Eligibility of Goods.

19.1 The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the

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bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Bid Security.

20.1 There is 2% bid security in term of CDR/Pay order of estimated total cost mentioned in advertisement. Copy of CDR/Pay order must be attached with Technical Bid and Original Bid security (CDR/Pay order must be attached with financial bid).

21. Bid Validity.

21.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

21.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

21.3 Bidders who,-

(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and

(b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

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

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

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

SUBMISSION OF BIDS

23. Sealing and Marking of Bids.

23.1 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 marked with **Bid Reference Number & Tender No.**

23.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

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(b) Bid Reference, Tender No, Items/**No. indicated in Section III, Schedule of Requirements & Technical Specifications** and a statement: "DO NOT OPEN BEFORE," the time and the date specified for opening of Bids.

23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".

23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids

24.1 All bids should be submitted in tape binding. Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet. **Bids received later than the time and date specified in the Advertisement/Bid Data Sheet will stand summarily rejected.**

24.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

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

26. Withdrawal of Bids

26.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Procuring Agency.

27.1 All bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives, who chose to attend the bid opening, on the date, time and venue prescribed in the Bid Data Sheet.

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it

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deems appropriate if not in conflict with the Punjab Procurement Rules-2014.

27.5 The Procuring Agency shall have the minutes of the Bid opening (Technical and when applicable Financial) recorded.

27.6 No bid shall be rejected at Technical Proposal/Bid opening, except for late bids, which shall be returned unopened to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

28. Clarification of Bids.

28.1 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.

29. Preliminary Examination.

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

29.2 In the Financial Bids, the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

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

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

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

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30. Evaluation of Bids.

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

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

30.3 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 Financial Bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that day.

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

31. Qualification of Bidder

31.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacity may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified.

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

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

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

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

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

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32. Rejection of Bids

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

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

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

33. Re-Bidding

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

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

34. Announcement of Evaluation Report

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

35. Contacting the Procuring Agency

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

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

AWARD OF CONTRACT

36. Acceptance of Bid and Award Criteria

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

37. Procuring Agency's Right to vary quantities as per PPR 59-C (IV).

37.1 The Procuring Agency reserves the right to increase quantities as per PPR 59-C (IV), the quantity of goods originally specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPR 2014.

Bidding Documents for Procurement of Male latex Condoms (2018-19)

38. Notification of Award

38.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.

38.2 IRMNCH & NP, Primary & Secondary Healthcare Department will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Security. After receipt of Performance Security, the Department will sign the Framework Contract. The department may itself issue purchase order and/or may circulate the same to IRMNCH & Nutrition Program Punjab etc. for subsequent procurement proceedings strictly in accordance with after fulfillment of all prescribed legal & codal formalities.

38.3 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

39. Limitation on Negotiations.

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

40. Signing of Contract.

40.1 The Contract is to be made on Judicial Paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No.JAW/HD/8-21/77 (PG) dated 1st January, 2014.

41. Performance Guarantee.

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

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

41.3 Failure to provide a Performance Guarantee by the Bidders are a sufficient ground for annulment of the award and initiation of legal action against the firm. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

SCHEDULE OF REQUIREMENTS

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

Respective Consignee's End:

Government Medical Store Depot Lahore or any other ware house designated by IRMNCH & NP.

PRODUCTS	QUANTITY Unit (A/U)	NO. OF SHIPMENTS	TOTAL DELIVERY PERIOD	Grace Period	SHELF LIFE MINIMUM	PLACE OF DELIVERY	TESTING
Male Latex Condoms	100,000,000	1	90 Days	15days	75%(without penalty) 70 % (with penalty)	Lahore	From WHO Pre-qualified labs for quality control testing of contraceptive

MODE OF PENALTY

Late delivery charges/penalty @ 0.067 % per day will be charged on the cost of the late delivered items.

LIST, TECHNICAL SPECIFICATIONS & QUANTITIES
FOR MALE LATEX CONDOMS (2018-19)

SR. NO.	GENERIC DRUG NAME WITH SPECIFICATIONS	Total Quantity Required	Total Estimated Cost
1	Male Latex Condom A.) Width: 53mm + 2 Length: Min 180mm-190mm Accounting Unit: A lubricated Condom packed in a Foil. Inner pack: 100 pcs of condoms. Master Carton: 100 pcs x 30 inner packs B.) (As per WHO/UNFPA Standard Specifications). WHO/UNFPA prequalified lab test reports are mandatory.	100,000,000	300,000,000

The bidder shall provide **05 samples of the quoted packs of each quoted item** along with its bid.

1. Any further information can be obtained from the office of Procurement Cell, IRMNCH & NP, Government of the Punjab, Primary & Secondary Healthcare Department, 05-Montgomery Road, Lahore.

SECTION IV
EVALUATION CRITERIA

BID EVALUATION CRITERIA

In case of failure to comply with any below mentioned parameter, the bidder will be declared as “non-responsive”:

COMPULSORY PARAMETERS

- i. Original Tender Receipt.
- ii. The bidder will submit 2 % bid security of the estimated cost as given in bidding the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR).
- iii. The bidder will provide valid authorization of the foreign Principal/Manufacturer.
- iv. WHO prequalification/UNFPA/FDA/JPMHLW/MDD/EMA certificate of the Product/Manufacturing site.
- v. Product Free Sale Certificate from Country of manufacturer.
- vi. Undertaking that the firm is not blacklisted/debarred/disqualified by any public/private procuring agency.

MARKING CRITERIA

SERIAL NO.	DESCRIPTION	CATEGORY POINTS	GRAND TOTAL
1	Bidder & Manufacturer Relationship		
	Sole Agent Certification from Manufacturer		20 (min 05)
	Less than one year will not be considered		
	1-2 year	05	
	3-4 year	10	
	5 and above	20	
2	Local Market Business		
	How many years the quoted product is being marketed in Pakistan?		25 (min 10)
	Less than one year will not be considered		
	1 year	10	
	2 year	15	
	3 year	20	
	4 and above	25	
3	International Testing		
	Reports of WHO Accredited International Labs performed on the product through any Procuring Agency		15 (min nil)
	1 Labs	07	
	2 or more	15	
4	Export of Quoted Product (Last Two Years)		
	Developed Countries		
	2-4 10 marks	20	20 (min nil)
	Above 5 20 marks		
	Others		
	2 mark per country	20	
	10 and above countries 20 marks		
	GRAND TOTAL		80
	QUALIFYING MARKS = 60% (48 Marks)		

Financial bids of only “Technically Responsive Bidders” will be opened.

SECTION V

BID FORM

BID COVER SHEET

Bid Ref. Tender ----- Date-----

Name of the Supplier/Firm Contractor: -----

Address:-----

E-mail: _____

Phone: _____

Facsimile: _____

Bid for:

Selected Item from the Schedule of Requirements.

<i>Tender Enquiry/ Item No.</i>	<i>Name of the tendered Item</i>	<i>Brand name quoted</i>	<i>Specifications</i>	<i>Name of manufacturer & country of origin</i>

Signed:

Dated:

Official Stamp:

†

BID FORM 1

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Firm :{ Add name e.g., Supply of Contraceptive}

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

Dear Sir/Madam,

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

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

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

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

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

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

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

We will pay the testing fee for samples (1/2 depending upon the quantity) collected from any supply of any district to be tested by international WHO recognized laboratory.

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

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

Signed:

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

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

BID FORM 2

AFFIDAVIT

(Judicial Stamp paper Rs.100/-)

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject Contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That the prices offered are reasonable.
- 9) I/We, further undertake that I/we will ready to pay all the charges of sample(s) (1/2 depends upon the size of the Supply Order) tested by any international WHO accredited Laboratory, collected by Department's Inspection Committee which will be paid directly to the International Lab and will accept the results.
- 10) I/we further under take to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.

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

Signed:

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

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

BID FORM 3

MANUFACTURER'S SOLE AUTHORIZATION¹

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

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

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

Signature:-----.

Designation:-----

Official Stamp:-----

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

BID FORM 4

Price Schedule

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

Name of the Firm:

Bid Reference. No:

Date of opening of Bid.

Sr. No.	Name of the tender Item	Quoted Brand	Unit Price (CIF)	No. of Units	Total Price (CIF)	Discounts (if any) (CIF)	Final Total Price (CIF)
1	2	3	4	5	6	7	8
					4*5		6-7
TOTAL							

A) FINAL TOTAL PRICE(CIF): -----

B) DISCOUNT(CIF)²:-----

C) FINAL QUOTED PRICE(CIF): -----

(C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

² If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

BID FORM 5

Performance Guarantee

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

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

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

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

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

This guarantee is valid until the _____ day of _____, 201__

Signature and Seal of the Guarantors/ Bank

Address

Date

SECTION VI

DRAFT STANDARD CONTRACT

Contract Form

AGREEMENT

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

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

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

ITEM NO.	ITEM NAME	APPROVED SPECIFICATIONS	UNIT PRICE (AS PER CONTRACT)	QUANTITY	TOTAL COST

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

- The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
 - This Contract Form
 - The Schedule of Requirements **Annex- A**
 - Special Conditions of Contract &the Technical Specifications **Annex- B**
 - Price Schedule submitted by the Bidder. **Annex- C**
 - The Notification of Award (AAT) **Annex- D**
 - Purchase Order **Annex-E**
 - Payment Schedule **Annex-F**
 - The General Conditions of Contract **Annex-G**
 - Performance Guarantee/Security **Annex-H**
 - The bidding document of Procuring Agency **Annex-J**
- Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
- The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.
- The Supplier declares as under:
 - [*Name of the Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.

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- ii. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
 - iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
 - iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
 - v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
 - vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration mutually agreed by both parties/ Additional Chief Secretary or his nominee. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
5. **Items to be Supplied & Agreed Unit Cost:**
- (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).
 - (ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item
 - (iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.
6. **Payments:**
- The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may

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become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract. The lawful payment to the firm shall be made within 30 days after receipt of the standard quality test/analysis report by the concerned Drug Testing Laboratory and satisfactory inspection report by the Inspection Committee.

Mode of Payment:

- i. On CIF; the payment will be made 100% via establishing the LC in favor of manufacturer/beneficiary at sight and receiving shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of International standards of quality as per INCOTERMS of latest version. The payment will be made in the following manner through a letter of credit to be opened by the Procuring Agency.
- ii. The amount of Letter of Credit shall be paid to beneficiary/Manufacturer on production of the following non-negotiable documents.
 - a) Draft.
 - b) Three original and two copies of the Supplier's Invoice showing purchaser as Program Director IRMNCH & NP Primary & Secondary Healthcare, Government of Punjab, Pakistan, the Contract No., Goods description, quantity, unit price and total amount. Invoice must be signed in original stamped or sealed with company stamp or seal.
 - c) Four Copies of packing list identifying content of each package.
 - d) One original and two copies of the negotiable, clean, on board through bill of lading marked "freight prepaid" and showing purchaser as Secretary Health.
 - e) Copy of Insurance Certificate showing purchaser as the beneficiary;
 - f) The original manufacturer's warranty certificate covering all items supplied;
 - g) One original copy of the Supplier's Certificate of origin covering all items supplied.
 - h) Copy of Pre-Shipment inspection furnished to Supplier by the purchaser representative.
 - i) Test/ Inspection Certificate of manufacturers.
 - j) Compliance Report of Internal Quality Standards.
 - k) Product model, serial numbers.
 - l) Manufacturer's Guarantee Certificate to the effect that:
 - ✓ the goods supplied by them are strictly in conformity with the specifications stipulated in the contract.

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- ✓ the goods have been packed and marked suitable for transport by Sea, Rail, Road and Air in terms of the contract.
- ✓ the stores supplied by them are brand new and absolutely free from any material or manufacturing defects.
- ✓ Manufacturer's test certificate in respect of each consignment.

Lowest evaluated bidder is bound to abide by all terms and conditions of bidding document. In case of failure to comply with any terms & conditions of bidding document and this notification, Program/Department can initiate legal action against the firms or they may refer the case to Primary and Secondary Healthcare Department for lawful action.

7. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.
8. **Performance Guarantee/Security:**
 - (i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 05% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.
 - (ii) Failure to submit a Performance Guarantee/Security shall result into cancellation of contract & blacklisting of firm.
9. **Penalties/ Liquidated Damages**
 - (i) Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
 - (ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.
 - (iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
 - (iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase order.
 - (v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and after issuance of subsequent purchase order by the consignee, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**
10. **Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

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For the Purchaser:

For the Supplier:

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

**Signed/ Sealed: For The Manufacturer/
Authorized Agent.**

Sealed & Signed on behalf of Purchaser

Witnesses-1 on behalf of the Contractor

Witnesses-1 on behalf of the Purchaser

Witnesses-2 on behalf of the Contractor

Witnesses-2 on behalf of the Purchaser

C.C.

1. -----
2. -----
3. -----

Schedule of Requirements

Schedule of Requirements:

The supplies shall be delivered in accordance with the Purchase Orders issued by IRMNCH & NP Punjab, Lahore of particular Tender Enquiry No., as per following schedule of requirements: -

Respective Consignee's End: IRMNCH & NP (MSD Lahore).

In case of free delivery to Consignee's end (CIF lahore) basis:

Mode of Penalty	Delivery of 100% Quantity as per Purchase Order	Total delivery period
Without penalty (CIF)	90 days or earlier	90 days
Grace time without penalty	15 days	105 days
With penalty @ 0.067 % per day	After stipulated delivery period the procuring agency shall decide further on the formal request of supplier with proper justification.	

Special Conditions of the Contract **& Technical Specifications**

a). **Product Specifications.**

Standard Product (imported) shelf life as per WHO shall be quoted by the bidder

b). **Labeling and Packing**

- i. The name of Good (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English on the outer cartons and on each Pack besides the name and principal place of business of the Manufacturer, manufacturing date, expiry date, batch No. should also be written on the outer carton and inner pack.
- ii. A lubricated condom must packed in foil with Master Carton packing of (100pcsx30 inner packs).
- iii. The condition of green packing is relaxed for imported item but the supplier will be instructed to print/stamp/affix a sticker as per requirement of individual item (*after considering the condition of storage of each item*).

c). **Additional instructions for packing**

The following wording/insignia along with logo of Punjab Government shall be printed in bold letters both in Urdu & English in indelible red color ink on each carton, pack, etc.

“PROPERTY OF IRMNCH & NUTRITION PROGRAM, PUNJAB”

“NOT FOR SALE”

- iii. After signing of the Contract, the Supplier shall submit the samples of finished products in accordance with the above instructions for approval of the concerned Procuring Agency. The approved samples will be shared with the c o n s i g n e e and all subsequent supplies must be in accordance with the approved samples.

d). **Shelf life**

- i. The shelf life must be up to **75% for the imported Non Drugs items.**
- ii. The lower limit of the shelf life must be up to **70% with imposition of 1% penalty** charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.

e). **Testing/Verification Procedures**

- i. Acceptable quality report from WHO Prequalified Laboratory for testing contraceptive is mandatory with each batch supplied. 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 & cost of the supplier.
- ii. The Inspection Committee constituted by the Purchaser shall inspect the quantity, quality & specifications of goods etc.

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- iii. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by Testing Laboratory, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.
- iv. In case of supply of substandard quality, declared by the Testing Laboratory, the supplier shall be bound to replace the substandard goods. In the event of a dispute by the Supplier, a counter analysis will be carried out by an independent neutral laboratory agreed by both the Procuring Agency and the Supplier. If the counter analysis confirms the defect, the cost of the disposal of the defective products and supply of fresh stock will be the responsibility of the supplier. The procuring agency shall reserve the right to proceed against the supplier on account of supply of substandard goods, as per law.

f) Transportation/Delivery Requirements

- i. 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.
- ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.
- iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.

PRICE SCHEDULE SUBMITTED BY THE BIDDER

(The approved price schedule submitted by the Bidder will be attached)

**NOTIFICATION OF AWARD/ ADVANCE ACCEPTANCE OF
TENDER**

PURCHASE ORDER

PAYMENT SCHEDULE

On CIF basis; the payment will be made 100% via establishing the LC in favor of manufacturer at sight and receiving the shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of International standards of quality as per INCOTERMS of latest version Contract.

Annex. G

General Conditions of Contract (GCC)

- 1. Definitions** 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Purchaser (Provincial Primary & Secondary Healthcare Department/ *Program Director IRMNCH & Nutrition Program Punjab* etc) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
 - (c) “The Goods” means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) “The Services” means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods upto the desired destinations and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means Special Conditions of the Contract.
 - (g) “The Purchaser” means the Government of Punjab, Primary & Secondary Healthcare Department, *itself and Program Director IRMNCH & Nutrition Program Punjab*.
 - (h) “The Supplier” means the individual or firm supplying the goods under this Contract.
 - (i) “Day” means calendar day.
- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Source of Import** 3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their

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origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.

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

4. Standards

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

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

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

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

5. Use of Contract Documents and Information.

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

5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

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

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

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- manner prescribed in the Schedule of Requirement/bidding document.
- 12.2 All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
- 13. Incidental Services**
- 13.1 The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
- 14. Warranty**
- 14.1 All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
- 14.2 The 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 port/airport of entry 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.
- 14.2 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. Payment**
- 15.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
- 16. Prices**
- 16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the

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prices.

- 17. Contract Amendments** 17.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
- 18. Assignment** 18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 19. Subcontracts** 19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
- 20. Delays in the Supplier's Performance** 20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements/bidding documents.
- 20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
- 20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
- 21. Termination for Default** 21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the signed contract, and subsequent Purchase order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

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

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

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

Corrupt or Fraudulent Practices and

- 21.2 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;
- i. Submission of false fabricated / forged documents for

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Mechanism to Debar/Blacklist the Defaulted Bidder.

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

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

- 22. Force Majeure**
- 22.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.
- 22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of the purchase order under the signed contract and inform the Supplier of its findings promptly.
- 22.3 Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
- 23. Termination for**
- 23.1 The Purchaser may at any time terminate the Contract by giving

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Insolvency		written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
24. Arbitration and Resolution of Disputes	24.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	24.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
	24.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).
25. Governing Language	25.1	The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
26. Applicable Law	26.1	This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
27. Notices	27.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
	27.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
28. Taxation	28.1	All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.

List of WHO Pre-qualified Labs for contraceptive quality control

No	Quality Control Test Facility	Product
1	<p>FHI 360 Product Quality and Compliance 2810 Meridian Parkway, Suite 160 Durham, NC 27713 USA Emails: shamel@fhi360.org, jtremelling@fhi360.org</p> <p><u>Bangkok</u> <u>Laboratory:</u> FHI 360 Product Quality and Compliance Bangkok, Thailand Emails: shamel@fhi360.org, jtremelling@fhi360.org</p>	Male Latex condoms
2	<p>Enersol 235 Nelson Street, Annandale, NSW 2038 AUSTRALIA Phone: (+61) 2 9552 1707 Fax: (+61) 2 9552 1709 E-mail: enquiries@enersol.com.au</p> <p><u>Malaysian</u> <u>Laboratory:</u> Enersol No. 2-2, Lebuuh Sungai Pinang 1, Seksyen 8, Bandar Georgetown, Daerah Timur Laut, 11600 Pulau Pinang, MALAYSIA Phone: (+60) 4 281 1371 Fax: (+60) 4 281 1372</p>	Male Latex condoms
3	<p>Valendor AB Vargmötesvägen 4 186 30 Vallentuna Sweden Phone: +46(0)8 514 302 44 www.valendor.se</p>	Male Latex condoms
4	<p>SGS Lab Simon S. A. Vieux Chemin du Poète 10 B-1301 Wavre Belgium Tel: +32 10 421111; +32 10 42176; Fax: +32 10 421100 e-mail: be.lifeqc@sgs.com wim.vanimmerseel@sgs.com</p>	Male Latex condoms
5	<p>TÜV SÜD PSB Pte Ltd Chemical & Materials (Food & Pharmaceutical Testing) 1 Science Park Drive Singapore 118221 Tel: +65 68851313 Fax: +65 67784301 e-mail: enquiries@tuv-sud-psb.sg, http://www.tuv-sud-psb.sg</p>	Male Latex condoms,

INTEGRITY PACT

AFFIDAVIT (Rs:100/- Stamp Paper)

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

Signature & Stamp

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

_____ Notary Public



GOVERNMENT OF PUNJAB
Integrated Reproductive Maternal & Neonatal Child
healthcare & Nutrition Program Punjab
INVITATION FOR BIDS



- The Integrated Reproductive Maternal & Neonatal Child Healthcare & Nutrition Program Punjab invites sealed bids from the eligible bidders for supply of following stores.

Sr. No	Name of Item	Quantity	Total Estimated Amount in Pak Rs.
1	Male Latex Condoms	100,000,000	300,000,000
Total			300,000,000

- Respective eligible bidders are required to quote competitive prices on (CIF) Lahore basis.

Tender Price	Rs. 1,000/ Non Refundable
Last Date & Time of submission of tender	29/03/2019 11.00 AM
Date & Time of opening of tender	29/03/2019 11:30 AM
Bid Security	2% of the Estimated Value (As per total estimated amount given above)
Venue	Committee Room, IRMNCH & Nutrition Program Punjab 05-Montgomery Road, Lahore

- Interested eligible bidders may get the bidding documents on the submission of written application along with tender fee (Non-refundable) during office hours. However, a copy of bidding documents and detailed specifications are also available on the websites of IRMNCH & Nutrition Program Punjab (www.irmnch.gop.pk), PPRA (www.ppra.punjab.gov.pk) and the Primary & Secondary Healthcare Department, Government of Punjab (www.pshealth.punjab.gov.pk).
- Bidding shall be conducted through single stage two envelop bidding procedure as per rule 38(2)(A) of Punjab Procurement Rules 2014 (amended).
- Tender should be submitted by hand / by post / courier during the office hours in the office of Program Director, Integrated & Reproductive Maternal & Neonatal Child Healthcare Program Punjab, 05-Montgomery Road, Lahore.
- 2% bid security of the estimated value in the shape of Pay Order/Bank Draft/Call Deposit required to be attached with Financial Bid. Copy of bid security (as given in advertisement) must be attached with the Technical Bid).
- The rates offered will be inclusive of all taxes levied by Govt.
- Bids will be opened at given time and date in the presence of the bidders/representatives at 05-Montgomery Road, Lahore.
- All assessments and Procuring procedure i.e. receiving of bids, opening of bids and awarding of contract etc., will be governed by Punjab Procurement Rules 2014 (amended).
- Bids/tenders (technical and financial) are required to be submitted separately in tape binding.

(IPL-2216)

PROGRAM DIRECTOR
IRMNCH & NUTRITION PROGRAM PUNJAB
 05-Montgomery Road, Lahore
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 E-mail: - pb.irmnch@gmail.com