Health & Population Department

BIDDING DOCUMENT

(PROCUREMENT OF READY TO USE FOOD (RUTF) etc. ON FRAMEWORK CONTRACT BASIS FOR THE FY 2026-27)
(FINANCIAL YEAR 2026-27)

Center for Disease Control & Prevention (CDC), Punjab

GOVERNMENT OF THE PUNJAB
HEALTH & POPULATION DEPARTMENT

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BID DATA SHEET

ITB Reference	Description	Detail
ITB Clause 24	Last date and time for the receipt of bids on PUNJAB E-PROCUREMENT SYSTEM	LAST DATE FOR BID SUBMISSION **11-12-2026 TILL 11:00 A.M**
ITB Clause 27	Date, time and venue of opening of technical bids on PUNJAB E-PROCUREMENT SYSTEM	DATE: **11-12-2026 AT 11:30 A.M** VENUE: Committee Room of DIRECTOR CDC
N/A	Tender/Bid Reference No.	**PC-16/RUTF/HSIU/26-27**
ITB Clause 16	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination (DDP Basis inclusive of all applicable taxes)
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	**0.5%** of Estimated Cost as given in bidding document against each Item. Bid security shall have validity of at least 180 days
ITB Clause 42	Amount of performance security	**02 %** of the total contract / award value
ITB Clause 21	Bid validity period	180 days from the date of the submission of bids
ITB Clause 09	Bidding procedure	Single Stage – Two Envelope bidding procedure through PUNJAB E-PROCUREMENT SYSTEM
ITB Clause 27	**Center for Disease Control & Prevention (CDC), Punjab 24-Cooper Road, Lahore Tel: +924299201145**	

SECTION I

INVITATION TO BID

LETTER OF INVITATION

SUBJECT: **INVITATION FOR BIDS OF PROCUREMENT OF READY TO USE FOOD (RUTF) etc., ON FRAMEWORK CONTRACT BASIS FOR THE FY 2026-27**

Dear Sir/ Madam

Director Center for Disease Control & Prevention (CDC), Punjab (Director CDC) has received authorization/ indents from the different procuring agencies of Health & Population department under 64-A of Punjab procurement rules for concluding the framework contract for the procurement of READY TO USE FOOD (RUTF) etc for FY 2026-27. Director CDC is being concluding the framework contract at central level to ensure availability of medicines etc and attain uniformity, standardization, economy of scale and value of money for procurement of goods. Director CDC and procuring agencies (who authorized / indented the Director CDC for finalization framework contract) shall issue purchase orders to successful bidder against the requisitioned quantities.

2. Director Center for Disease Control & Prevention (CDC) invites e-Bids (Technical & Financial) from local pharmaceutical manufacturers/sole Agents of foreign manufacturers for the supply of RUTF etc through open competitive bidding for the FY 2026-27 on free delivery to Consignee's end basis (DDP basis). Detailed technical specifications along with quantities of RUTF are given in the bidding documents.

3. The bidder must bid for entire/total quantity. Bid for partial quantity will straightway be rejected.

4. Interested eligible bidders may also get the bidding documents including detailed specifications from the websites of Punjab Procurement Regulatory Authority (www.ppra.punjab.gov.pk) & Center for Disease Control & Prevention (CDC), Punjab (www.dghs.punjab.gov.pk) free of cost.

5. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. Bid duly completed and conformity with bidding documents must be submitted online on **Punjab e-Procurement system website (i.e., https://ep.punjab.gov.pk). Bid Security 0.5 % of the estimated price of procurement must be submitted electronically on Punjab e-Procurement System (www.ep.punjab.gov.pk) in the manner prescribed by the Punjab e-Procurement System. No physical financial instrument like CDR/PO/Bank Guarantee will be accepted. Bids submitted through Punjab e-Procurement system shall only be entertained/Accepted. Bids submitted through PUNJAB E-PROCUREMENT SYSTEM shall only be entertained / accepted.** The rate offered must be inclusive of all taxes levied by the Government. Bids will be opened publicly in the presence of the bidders/their representatives who may choose to be present at **11:30A.M** at Conference Room, Center for Disease Control & Prevention (CDC) Punjab.

6. Financial Proposal of bids found technically non-responsive shall not be opened on Punjab e-Procurement system. Item(s) shall be quoted in Technical & Financial Proposal with both Brand Name(s) and generic name**. It is advised that E-financial proposals should be submitted separately for each quoted item through online.**

7. The last date and time for online bid submission on Punjab e-Procurement system is **11-12-2026 up till 11:00 A.M**. which shall be opened on the same date at **11:30 A.M**.

8. All documents submitted on Punjab e-Procurement system should contain proper page marking, attached in sequence as indicated for evaluation in the bidding Documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.

9. In case the date of opening is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be date opening of the bid. However, interested bidder must

submit its bid (Technical & Financial proposal) on Punjab e-Procurement system on or before closing date i.e., 11-12-2026 up till 11:00A.M. In case of non- submission of the bids on Punjab e-Procurement system procuring agency shall not be responsible. No such claims shall be entertained in this regard.

Note:

1) **The Procurement/Bidding Process shall be governed by the Punjab Procurement Rules, 2014 (Amended).**
2) **Purchase orders shall be issued by procuring agency as specified against the demand of each item. However, Director CDC may issue purchase order on behalf of any other procuring agency or against the reserved / un-utilized quantities. Director CDC may also authorize any procuring agency to issue purchase order against un-utilized quantities. Low quantity items (case to case basis) may be received at Director CDC Punjab against the purchase order issued by procuring agency for test / analysis and subsequent distribution.**

Director Center for Disease Control & Prevention (CDC),
Punjab

CENTER FOR DISEASE CONTROL & PREVENTION (CDC) PUNJAB
24-COOPER ROAD LAHORE

Health & Population Department

INVITATION OF E-BIDS

Health & Population Department Punjab invites E-bids from the eligible bidders for the procurement of various items through open competitive bidding on Framework Contract Basis for the financial year 2026-2027 for Programs/ Units/ Health Facilities etc. under Administrative Control of Health & Population Department.

Name of Procurement	Date and Time for Submission		
Procurement of Bio-Medical Equipment & Instruments etc. for Establishment of Cardiac Surgery Units at DHQ Hospitals in Punjab.	Last date and time of submission of tender	14/12/2026	11:00 A.M.
	Date and time of opening of tender	14/12/2026	11:30 A.M.
	Pre-Bid Meeting	23/11/2026	11:00 A.M.
Procurement of Ready to Use Therapeutic Food (RUTF) on Framework Contract basis for FY 2026-27	Last date and time of submission of tender	11/12/2026	11:00 A.M.
	Date and time of opening of tender	11/12/2026	11:30 A.M.

Interested eligible bidders may get the Bidding Documents and detailed specifications available on the websites of Punjab Procurement Regulatory Authority **(www.ppra.punjab.gov.pk)** & Director Center For Disease Control & Prevention (CDC) Punjab **(www.dghs.punjab.gov.pk)** and **(pshealthpunjab.gov.pk)** and may be downloaded free of cost.

Bidding will be conducted through Single Stage – Two Envelopes bidding procedure as per Rule 38 (2) (a) of Punjab Procurement Rules 2014. (Amended)

Bid duly completed and conformity with bidding documents must be submitted online on **Punjab e-Procurement System** website **(i.e https://ep.punjab.gov.pk).** Bid Security less than 5% of the estimated price of procurement as mentioned in bidding documents, must be submitted electronically on Punjab e-Procurement System (www.ep.punjab.gov.pk) in the manner prescribed by the Punjab e-Procurement System. No physical financial instrument like CDR/PO/Bank Guarantee will be accepted. Bids submitted through **Punjab e-Procurement System** shall only be entertained / accepted.

Note:

i. All assessments and procurement procedure i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules 2014 (Amended).
ii. Bidders are advised to ensure uploading the bid on **Punjab e-Procurement System** Portal, well before the submission deadline, and not wait for the last date and time to upload the bid. Bid submission on **Punjab e-Procurement System** shall entirely be the responsibility of the bidders. This office shall not be responsible for any issues.
iii. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule -35 of Punjab Procurement Rules, 2014.
iv. The URL of the website of the PPRA is (http://eproc.punjab.gov.pk/ViewTender.aspx) and response time shall be calculated exclusively from the date of publication of the advertisement on the website of the PPRA.

IPL-11972

PROCUREMENT CELL, HEALTH & POPULATION DEPARTMENT
GOVERNMENT OF THE PUNJAB, 24-COOPER ROAD LAHORE; 042-99201145

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

SECTION II

INSTRUCTIONS TO BIDDERS

1. Scope of Bid

1.1 CENTER FOR DISEASE CONTROL & PREVENTION (CDC), PUNJAB, Government of the Punjab, invites e-bids from local Pharmaceutical Manufacturers/Sole Agents of Foreign Manufacturers for supply of RUTF etc through open competitive bidding for Health Facilities in Punjab working under the administrative control of Health & Population Department, as per quantities and specifications more specifically described in **Section III of the Tender Documents** Schedule of Requirements & Technical Specifications.

2. Source of Funds

2.1 Government of the Punjab.

3. Eligible Bidders

3.1 This Invitation to Bid is open to all local pharmaceutical manufacturers/ sole agents of foreign manufacturers/Principals in Pakistan by CENTER FOR DISEASE CONTROL & PREVENTION (CDC), PUNJAB for the year 2026-27 for supply of RUTF etc through open competitive bidding more specifically described in the Section III, Schedule of Requirements & Technical Specifications.

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

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 during the exercise of his duty; it may include any of the following practices:

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

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

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

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

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

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

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.
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. A Bidder is 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.**

THE BIDDING PROCEDURE

8. The Governing Rules

8.1 The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014 (Amended), 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 through E-PROCUREMENT SYSTEM

(i) 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.

(ii) during the technical evaluation no amendments in the technical proposal shall be permitted.

(iii) 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.

(iv) The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and

(v) 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 for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

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

11. Clarification(s) on Bidding Documents

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may acquire on Punjab e-Procurement system. The Procuring Agency shall respond on Punjab e-Procurement system to any request for clarification(s) of the bidding documents, which it submitted on on Punjab e-Procurement system no later than **Seven (07) days** prior to the deadline for the submission of bids prescribed in the Invitation for Bids.

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 or through official website of CENTER FOR DISEASE CONTROL & PREVENTION (CDC), PUNJAB, and shall be binding on them.

12.3 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 through corrigendum.

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 documentations 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 bidder is 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.

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

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

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

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

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

16. Bid Currencies.

16.1 Prices shall be quoted in Pak Rupees (PKR) on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination (DDP Basis).

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.

18. Documentation on Eligibility of Bidders.

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

18.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder,

at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

19. Documentation on Eligibility of Goods.

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

20. Bid Security.

20.1 Bid Security must be submitted electronically on Punjab e-Procurement System (www.ep.punjab.gov.pk) in the manner prescribed by the Punjab e-Procurement System. No physical financial instrument like CDR/PO/Bank Guarantee will be accepted. Bids submitted through Punjab e-Procurement system shall only be entertained/Accepted.

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 on E-PROCUREMENT SYSTEM 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.

22(a). Submission of Bids/Proposals.

The bidder must submit Bid/Proposal on E-PROCUREMENT SYSTEM before date and time mentioned in letter of invitation.

All blank fields are mandatory to fill/complete and submit copy of bidding document (on E-PROCUREMENT SYSTEM) and relevant required documents with page number mentioned on each page with sign and stamp. The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals (on E-PROCUREMENT SYSTEM).

23. Sealing and Marking of Bids.

(a) Bid Reference, Tender No./ Items No. indicated in **Section III, Schedule of Requirements & Technical Specifications**

24. Deadline for Submission of Bids

24.1 All bids should be submitted on E-PROCUREMENT SYSTEM. Bids must be submitted by the Bidder on E-PROCUREMENT SYSTEM on the time and date specified in the Bid Data Sheet. **Bids submitted on E-PROCUREMENT SYSTEM 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 on E-PROCUREMENT SYSTEM 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 initiation of legal action against the firm.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Procuring Agency.

27.1 All bids received on E-PROCUREMENT SYSTEM, shall be opened by the Procuring Agency publicly 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 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 andfigures, 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.

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 Least Cost Method 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, if required on C&F basis.

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 The procuring Agency may conduct surprise inspection either itself or through third party of firms during validity of bid period, however in case of unsatisfactory compliance condition to the standards; the procuring agency reserves the right to initiate legal proceedings besides disqualification.

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

31.4 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.

31.5 The determination can consider 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.

31.6 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.

31.7 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.

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 amended to date). 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 Repot. 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**.**

36. Grievance Redressal

36.1 As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

36.2 Any Bidder feeling aggrieved can file its complaint on Punjab e-Procurement System against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

36.3 Any party can file its complaint on Punjab e-Procurement System against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

36.4 Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge on Punjab e-Procurement System complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).

36.5 In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

36.6 The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

AWARD OF CONTRACT

37. Acceptance of Bid and Award Criteria

37.1 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.

38. Procuring Agency's Right to vary quantities at the time of Award as per PP Rule 59 (c)-iv

38.1 The Procuring Agency may vary in quantities as per Punjab

procurement rule 59 (c)-iv against 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 PPRA 2014.

39. Notification of Award

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

39.2 CENTER FOR DISEASE CONTROL & PREVENTION (CDC), PUNJAB under the administrative control of Health & Population Department will issue the Notification of Award. The successful bidder shall submit the required Performance guarantee to CENTER FOR DISEASE CONTROL & PREVENTION (CDC), Punjab against the total approved quantity within 10 (TEN) days after issuance of AAT. After receipt of Performance Guarantee, the CENTER FOR DISEASE CONTROL & PREVENTION (CDC), PUNJAB will sign the Contract and subsequently Purchase Orders will be issued by the CENTER FOR DISEASE CONTROL & PREVENTION (CDC), PUNJAB & procuring agencies accordingly.

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

40. Limitation on Negotiations.

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

41. Signing of Contract.

41.1 The Framework Contract is to be made on stamp Paper worth of Rs. 1200 and procuring agencies shall receive stamp duties @ 25 paisa per every one hundred rupees of the total value of the purchase order, 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.

42. Performance Guarantee.

42.1 Before signing of Framework Contract, the successful Bidder shall furnish a Performance Guarantee of **02%** of awarded item(s), on the Form and inthe mannered prescribed by the Procuring Agency.

42.2 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.

42.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.

43. Price Reasonability.

43.1 The prices quoted shall not be more than MRP (Maximum Retail Price) fixed by the Federal Government under Drugs Act, 1976/DRAP Act, 2012(where applicable).

44. Drugs Act/ DRAP Act Compliance.

All supplies will comply with the provision of Drugs Act 1976/DRAP Act 2012 and Punjab Drugs (Amendments) Act 2017 and rules framed there under (where applicable).

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

LIST, TECHNICAL SPECIFICATIONS & QUANTITIES

(FY 2026-27)

List of items along with technical specifications attached as Annexure

S.No	Name	Nomenclature	Total Quantity Required	Estimated rate per unit	Total Cost
1.	Ready to Use Therapeutic Food (RUTF)	RUTF is a high energy and nutrient dense fortified ready to use food. RUTF has been shown to be a very effective therapeutic food in the rehabilitation of severely acute malnourished children, and facilitates home-based therapy of these children. The product is intended to be eaten directly from the package without any dilution, mixing or cooking.	14,000,000 sachets	85/-	1,190,000,000
2	Small Quantity Lipid-based Nutrient Supplements (SQ-LNS)	Nutrient content per 20 g Energy value: 110–124 kcal Niacin: 4.0–5.76 mg Proteins: 2.4–3.2 g Calcium: 280–392 mg Lipids: 8–10.6 g Phosphorous: 196.4–275 mg Omega 6 fatty acids: 0.8–3 mg Potassium: 200–280 mg Omega 3 fatty acids: 0.5-0.8 mg Magnesium: 40–56 mg Vitamin A: 400–678 µgRE Zinc: 8–11.2 mg Vitamin C: 15–33.8 mg Copper: 0.34–0.44 mg Vitamin B1: 0.3–0.76 mg Iron: 6–8.4 mg Vitamin B2: 0.4–0.6 mg Iodine: 90–148.4 µg Vitamin B6: 0.3–0.46 mg Selenium: 20–32 µg Vitamin B12: 0.5–0.84 µg Manganese: 1.2–1.8 mg Folic acid: 133.4–208.8 µg Sodium:<54mg Pantothenic acid: 1.8–2.8 mg	30,000,000 sachets	20/-	600,000,000

Note:

1. The estimated cost is for calculation of bid security only.
2. Certificate regarding fulfillments of requirements under Bio Safety Act 2005
3. For experience of the quoted product, the experience of offered pack size/volume will be considered.
4. For thermo-labile drugs for which storage temperature is 2-8 degree centigrade. The

firm shall be bound to produce batch wise cold chain data from the source of origin & thermo-log data from the factory to Consignee's end (where applicable)

5. The quoted product must comply with conditions of Drug Registration Certificate (Specification, Labeling, Packaging, Manufacturing, Testing etc.)
6. **Any further information can be obtained from the office of Procurement cell CENTER FOR DISEASE CONTROL & PREVENTION (CDC), PUNJAB Address 24-Cooper Road Lahore.**

SECTION IV

EVALUATION CRITERIA

Section: Evaluation CRITERIA

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

SR	BIDDING DOCUMENTS PARAMETERS 2026-27
1.	Bid Security 0.5 % of the estimated price of procurement must be submitted electronically on Punjab e-Procurement System (www.ep.punjab.gov.pk) in the manner prescribed by the Punjab e-Procurement System. No physical financial instrument like CDR/PO/Bank Guarantee will be accepted.
2.	The bidder will provide Enlistment certificate as manufacturer/importer as per prevailing DRAP Enlistment Rules.
3	The bidder will provide Product enlistment certificate as per prevailing DRAP Enlistment Rules.
4.	The bidder will provide Valid GMP Certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for Local Manufacturer). OR Certificate of Pharmaceutical Product (COPP) (for Sole Agent)
5	The bidder will provide Valid Sole Agency Agreement (for Sole Agent).
6	Cumulative financial capability of the bidder must be equivalent to the total estimated cost of the quoted product. Financial position/ capability will be assessed by Cumulative financial turnover for any three financial years (i.e. 2021-22/ 2022-23/ 2023-24/ 2024-25) / calendar year (i.e. 2022/ 2023/ 2024/ 2025). Bidder shall provide FBR income tax return/sales Tax return for the financial year 2021-22/ 2022-23/ 2023-24/ 2024-25 or in case of calendar year 2022/2023/2024/2025. Note: (Joint venture, consortium and subsidiary shall not be accepted.) Note: (Joint venture, consortium and subsidiary shall not be accepted.)
7	The bidder will provide Batch production record of at least five batches along with test quality reports/certificate of analysis since 01.07.2024. The firm must provide summary batches on stamp paper of Rs.300 duly legalized/notarized along with batch production certificates for the same.
8	The bidder shall undertake applicable e-stamp paper of PKR 300 issued by the Government of Punjab regarding: i. The bidder is not currently blacklisted/ debarred by Center for Disease Control & Prevention (CDC) Punjab/ PPRA. ii. All relevant manufacturing equipment and processes must be calibrated and validated in accordance with the bidder's annual plan. Sections found to be non-compliant will not be eligible for consideration in the bidding process. The bidder will annex the list of all such equipment along with make, model, serial no., year of installation and current calibration dates on its letter head. All such data must be verifiable. The bidder shall undertake that the equipment calibration service provider has duly been passed through vendor qualification process. iii. That the bidder must have microbiology lab independent from other quality control laboratories. iv. That the bidder must have an independent quality assurance section. v. The quality control or microbiology lab is equipped with all necessary and functional instruments/ equipment required to perform official tests on the quoted items, ensuring none are missing or deficient. All such equipment must be calibrated. The bidder will annex the list of all such equipment along with make, model, serial no., year of installation and current calibration dates on its letter head. All such data must be verifiable.

	vi. Facility has functional and validated Heating, Ventilation & Air Conditioning System (HVAC) as per the master validation plan. vii. The bidder shall be bound to supply the stock in compliance with SRO 470(I)/2017 subject to requirement of the department. viii. That the Information provided is in accordance with the terms & conditions of the documents and the bidder accepts all the terms and conditions of the documents. ix. The bidder shall be bound to supply packaging material of medicines and medical devices in accordance with the approved sample of commercial pack.
9	Two packs/sachets of samples are mandatory to submit.
10	The bidder will provide Batch Test Quality reports within the last one year.

All bidders qualifying the evaluation criteria shall be eligible to compete and the lowest evaluated bidder may be awarded the contract subject to conformance of all necessary parameters. Procuring Agency may conduct inspections of the premises of the bidder for verification of claims.

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 Items from the Schedule of Requirements:

Tender Enquiry / Item No.	***Name of the tendered Item***	***Brand name quoted***	***Drug Registration Number*** *(attach certificate)*	***Specifications***	***Name of API manufacturer & country of origin***
1					
2					
3					
4					
5					
6					
7					

Signed:

Dated:

Official Stamp:

BID FORM 1 **Letter ofIntention**

Bid Ref No.
Date of the Opening of Bids

Name of the Firm: {Add name e.g., Supply of Drugs/Medicines}

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 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 FORM2

AFFIDAVIT

(Stamp paper Rs.300/-)

I/We, the undersigned solemnly state that:

1) I/We have read the contents of the Bidding Documents, have fully understood it and accept all terms and conditions as mentioned in this document.
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 CENTER FOR DISEASE CONTROL & PREVENTION (CDC), PUNJAB, Punjab.
8) That the prices offered are not more than trade price.
9) I/We further undertake that I/we will be ready to pay the standard charges/fee of testing samples by DTLs Punjab.
10) I/we further undertake 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 thecapacityof*[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 AUTHORIZATION[1]

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 here by extend our full guarantee and warranty as per Clause 14 &15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

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

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

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

[1]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

BIDFORM4 **Price Schedule**

User Note: This form is to be filled in by the Bidder <u>for quoted items/products</u> and shall submit with Financial Proposal. If intended to quote for more than one item/product, a separate form should be used for each item/product intended to quote for.

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

Sr. No.	Name of the tender Item	Quoted Brand	Unit Price (inclusive all applicable taxes if any + transportation charges)	No. of Units	Total Price	Discounts *(if any)*	Final Total Price (Inclusive of all taxes if any)
1	2	3	4	5	6 4*5	7	8 6-7
TOTAL							

A) FINAL TOTAL PRICE:----------
B) DISCOUNT[2]:----------
C) FINAL QUOTED PRICE:----------

(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 **02%** 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_____, 202___

Signature and Seal of the Guarantors/ Bank

Address
Date

SECTION VI

DRAFT STANDARD CONTRACT

Contract Form

AGREEMENT

THIS Framework CONTRACT is made at on day of _202.., 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 in PKR/ quoted Currency (As per contract)	Quantity	Total Cost (PKR/quoted Currency)

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING.

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
   - **a.** This Contract Form
   - **b.** The Schedule of Requirements **Annex- A**
   - **c.** Special Conditions of Contract & the Technical Specifications **Annex- B**
   - **d.** Original Price Schedule along with unsolicited discount offered by the firm(if any) submitted by the Bidder. **Annex- C**
   - **e.** The Notification of Award (AAT) **Annex- D**
   - **f.** Purchase Order **Annex-E**
   - **g.** Payment Schedule **Annex-F**
   - **h.** The General Conditions of Contract **Annex-G**
   - **i.** Performance Guarantee/ Security **Annex-H**
   - **j.** Manufacturer's certificate of warranty under Drugs Act 1976/DRAP Act 2012 & rules framed thereunder **Annex-I**
   - **k.** The bidding document of Procuring Agency **Annex-J**
   - **l.** Integrity Pact **Annex-H**
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":

3. **The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.
4. The Supplier declares as under:

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

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

   iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

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

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

   vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration 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 become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

1. Mode of Payment: All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name] in case of DDP.

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.

2. Performance Guarantee/Security:

(i) The Supplier, within 10 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 02% 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.

(iii) Failure to submit a Performance Guarantee/Security shall result into cancellation of contract & blacklisting of firm.

3. 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, within the contract period, 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 contract/purchase order.

(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and after issuance of subsequent contract/purchase order by the consignee, a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier, maximum up to 10 %.

4. Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

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. ----------

Annex-A

Schedule of Requirements

The supplies shall be delivered in accordance with the Contract/Purchase Orders issued by Director Center for disease control & Prevention (CDC)/ procuring agency (ies), : -

Respective Consignee's End:

I. CENTER FOR DISEASE CONTROL & PREVENTION (CDC), PUNJAB/ VERTICAL PROGRAMS/Designated warehouse situated in Lahore, Multan or any other place.

Free delivery to Consignee's end (DDP) basis.

Supply schedule	**Delivery days**
100% of the ordered quantity from the date of issuance of Contract/Purchase Order **Without penalty**	120 Days or earlier Procuring agency may adjust framework / timelines as per its requirement in collaboration with successful bidder. Note: The total maximum delivery period shall remain 120 days or earlier.
With penalty @ 0.067 % per day	After Completion of due delivery period specified against each installment penalty @ 0.067 % per day shall be imposed within contract period, maximum up to 10%.

Annex-B

Special Conditions of the Contract &Technical Specifications

Special Conditions of Contract (SCC)

1. The Contract

1.1 The following documents shall be deemed to form and be read and construed as integral part of the Contract ,:-

a. the Schedule of Requirements.
b. the Technical Specifications.
c. the Price Schedule submitted by the Bidder.
d. the Procuring Agency's Notification of Award.
e. the Purchase Order
f. the General Conditions of Contract
g. Special Conditions of Contract

1.2 Procuring agency will sign individual contracts with the selected bidder(s) separately against the indicated Quantities

1.3 The Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract

1.4 The contract shall remain valid for one year from the date of signing, unless amended by mutual consent

1.5 The Contract is to be made on Judicial Paper worth of 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.

2. Supplier's declaration

2.1 The supplier shall provide integrity pact signed by the supplier and the Procuring Agency.

2.2 *[The Supplier]* certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty

2.3 *[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.

2.4 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.

2.5 In case of any dispute concerning the interpretation and/or application of The Administrative Secretary of the Procuring Agency or his nominee shall act as sole arbitrator. The decisions taken and/or
award made by the sole arbitrator shall be final and binding on the Parties. This Contract shall be settled through arbitration. The Administrative Secretary of the Procuring Agency or his nominee shall act as sole arbitrator. The decisions taken and/or
award made by the sole arbitrator shall be final and binding on the Parties.

3. Price

3.1 The Supplier shall provide to the Procuring Agency the items on the agreed cost more specifically described in the Price Schedule
Submitted by the Bidder Bid form 3(A).

3.2 Each Items supplied shall strictly conform to the Schedule of Requirements (Section V) and to the Technical Specification
(Section VI) prescribed by the Procuring Agencies against each Item.

3.3 The Unit Cost agreed in the Price Schedule Bid form 3(A), is
inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

4. Payments

4.1 The respective Procuring Agency shall make the payment to the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions
of these Contracts at the time and in the manner prescribed by these Contracts.

4.2 (I) In case of imported items the payment will be made through Letter of Credit at sight as per fulfillment of requirements mentioned in the Bidding Documents or as mentioned in the purchase order.

(ii) In case of locally manufactured items 100% payment shall be made upon receipt of successful delivery and upon receipt of successful completion batch inspection certificate from WHO prequalified labs, of Nutrition Commodities testing issued by the respective procuring agencies.

4.3 All payments to the Supplier shall be made by the respective procuring agency in accordance with the agreed Payment Schedule upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule.

5. Performance Guarantee

5.1 The Supplier, 07 days prior to signing of this contract, shall provide to the respective Procuring Agency separately a Performance Guarantee equivalent to 2% of the Contract amount on the prescribed format and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.

	5.2	Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance.
6. Penalties/ Liquidated Damages	5.3	Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract and initiation of blacklisting procedure.
	6.1	In case the Supplier fails to make deliveries as per purchase order and within the time frame as stipulated in the Schedule of Requirement, proceedings shall be initiated against the defaulter which may result into forfeiture of the performance guarantee and blacklisting of the supplier.
	6.2	In case of delay in delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order,**a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**

Annex-C

PRICE SCHEDULE SUBMITTED BY THE BIDDER

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

Annex-D

NOTIFICATION OF AWARD/ ADVANCE ACCEPTANCE OF TENDER

Annex-E

PURCHASE ORDER

Annex-F

PAYMENT SCHEDULE

i. *100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO).*
   a. *against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.*
   b. *on production of Inspection Certificate, certificate of analysis, chromatogram (where applicable) dissolution report (where applicable) and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and Testing Charges.*

ii. *Part Supply as per given delivery schedule and Part Payment is allowed as per contract/purchase order.*

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 (CENTER FOR DISEASE CONTROL & PREVENTION (CDC), PUNJAB) 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 up to 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, District Health Authority, *itself*.

(h) "The Supplier" means the individual or firm supplying the goods under this Contract.

(i) "Day" means calendar day.

2. Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. Source of Import	3.1	All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
	3.2	For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.
4. Standards	4.1	The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
	4.2	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
	4.3	If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the 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
	5.3	performing the Contract.

	5.4	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. The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
6. Patent Rights	6.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
7. Submission of Samples	7.1	Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.
8. Ensuring storage arrangements	8.1	To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least one (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.
9. Inspections and Tests	9.1	The Purchaser or its representative shall have the right to inspect (pre-shipment inspection or post-shipment inspection) and / or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

9.2 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Delivery and Documents

10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.

10.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.

10.3 The goods supplied under the Contract shall be delivered on free delivery of consignee's end basis under which risk is transferred to the buyer after the Goods having been delivered;

11. Insurance

11.1 The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

12. Transportation

12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement/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

14.2 SCC. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15. Payment	15.1	The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
	15.2	The currency of payment shall be Pakistan Rupees in case of DDP.
16. Prices	16.1	Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
17. Contract Amendments	17.1	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
18. Assignment	18.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except withthe Purchaser's prior written consent.
19. Subcontracts	19.1	The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
20. Delays in the Supplier's Performance	20.1	Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	20.2	If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
	20.3	Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.

21. Termination for Default

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

(a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the signed contract, and subsequent contract/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:

"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 theacts of anotherpartyforwrongful 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 Mechanism to Debar/Blacklist the Defaulted Bidder.

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 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 ofimportant conditions of contract
viii. Non-adherence to quality specification despite being importunately pointedout.
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,

22.2 quarantine restrictions and freight embargoes.
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

22.3 order under the signed contract and inform the Supplier of its findings promptly.
Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

23. Termination for Insolvency

23.1 The Purchaser may at any time terminate the Contract by giving written notice of one-month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

24. Arbitration and Resolution

24.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any

of Disputes

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.

29. Blacklisting Mechanism

29.1 The procuring agency may, on information received from any resource, issue show cause notice to a bidder or contractor.

29.2 The show cause notice shall contain:

(a) precise allegation, against the bidder or contractor.

(b) the maximum period for which the procuring agency proposes to debar the bidder or contractor from participating in any public procurement of the procuring agency; and

(c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

29.3 The procuring agency shall give minimum of seven days to

bidder or contractor for submission of written reply of the show cause notice.

29.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

29.5 In case the bidder or contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

29.6 The procuring agency shall give minimum days (as per authority decision) to the bidder or contractor for appearance before the specified officer of the procuring agency for personal hearing.

29.7 The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

29.8 The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

29.9 The procuring agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.

29.10 The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.

29.11 If the procuring agency wants the Authority to debar the bidder or contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.

29.12 The Authority shall immediately publish the information and decision of blacklisting on its website.

29.13 In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.

29.14 In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.

29.15 In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.

29.16 The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.

29.17 An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

Annex-H

INTEGRITY PACT

AFFIDAVIT (Rs: 300/- 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

PRODUCT TECHNICAL SPECIFICATIONS

1. Ready to Use Therapeutic Food (RUTF):

RUTF is a high energy and nutrient dense fortified ready to use food. RUTF has been shown to be a very effective therapeutic food in the rehabilitation of severely acute malnourished children, and facilitates home-based therapy of these children. The product is intended to be eaten directly from the package without any dilution, mixing or cooking.

Quality parameters:

Texture: Smooth, homogeneous, thick paste, easy to squeeze out of sachet. RUTF paste shall be lump free; oil shall not separate and shall be free of a gritty, grainy and sandy texture.

Flavor and odor: RUTF paste shall have a pleasing sweet, fresh peanut flavor. RUTF paste shall be free from foreign odors and flavors such as, but not limited to burnt, scorched, rancid, malted, sour, or stale.

Color: RUTF paste shall have cream to light brown colour. The RUTF paste shall not have a dull, grey tinge, or other abnormal cast. It shall show no evidence of excessive heating (materially darkened or scorched).

1. Nutritional Composition per 100g of RUTF paste (92gm sachet)

Moisture content	2.5% maximum
Water activity	0.6 maximum
Energy	520-550kcal
Proteins	13.0 - 16.5% by weight (10-12% total energy)
Lipids	26 - 36.7% by weight (45-60% total energy)
n-6 fatty acids	3-10% total energy
n-3 fatty acids	0.3-2.5% total energy
Trans-fatty acids	<3% total fat
Fibre	<5%

Minerals

Sodium:	290mg maximum
Potassium:	1100-1400mg
Calcium:	300-600mg
Phosphorous[5]:	300-600mg
Magnesium:	80-140mg
Iron:	10-14mg
Zinc:	11-14mg
Copper:	1.4-1.8mg

5 Expressed in terms of non-phytate Phosphorus

Selenium:	20-40µg
Iodine:	70-140µg

Vitamins

Vitamin A[6]:	0.8 - 1.6 mg RE (retinol equivalents)[7]
Vitamin D3 (Calciferol):	15 - 20µg[8]
Vitamin E:	20mg mg α-TE[9] minimum
Vitamin K:	15 - 30µg
Thiamine:	0.5mg minimum
Riboflavin:	1.6mg minimum
Niacin:	5mg minimum
Pantothenic acid:	3mg minimum
Pyridoxine:	0.6mg minimum
Biotin:	60µg minimum
Folic acid:	200µg minimum
Cyanocobalamin:	1.6µg minimum
Ascorbic acid:	50mg minimum

Vitamin compounds and mineral salts and other nutrients used as ingredients should be selected and added in accordance with the Advisory Lists of Mineral Salts and Vitamin Compounds for Use in Foods for Infants and Children (CAC/GL 10-1979).

Purity Requirements:

All ingredients shall be clean, of good quality, safe and suitable for ingestion by infants. They shall conform to their normal quality requirements, such as color, flavor and odor.

Specific Prohibitions:

The product and its component shall not have been treated by ionizing irradiation.

The additives to be used in therapeutic food should meet the criteria as specified in General Standard for Food Additives (CAC/STAN 192-1995).

Contaminants:

The product should meet the Codex General Standard for Contaminants and Toxins in Food & Feed (CAC/STAN 193-1995), when analyzed through General Methods of Analysis for Contaminants (CAC/STAN 228-2001) and/or Analysis of Pesticide Residues: Recommended Methods (CAC/STAN 229-1993, Rev. 1- 2003)

6 Vitamin A shall be provided by preformed retinol, while any contents of carotenoids should not be included in the calculation and declaration of vitamin A activity.

7 1 µg RE (retinol equivalents) = 3.33 IU Vitamin A = 1 µg all-trans retinol.

8 Calciferol: 1 µg calciferol = 40 IU vitamin D

9 1mg α-TE (alpha-tocopherol equivalent) = 1 mg d-α-tocopherol

a) **Pesticide Residues** the product shall be prepared with special care under good manufacturing practices, so that residues of those pesticides which may be required in the production, storage or processing of the raw materials or the finished food ingredient do not remain, or, if technically unavoidable, are reduced to the maximum extent possible as specified in Code of Practice for Source Directed Measures to reduce contamination of Food with Chemicals (CAC/RCP 49-2001)

Other Contaminants the product shall not contain contaminants or undesirable substances (e.g. biologically active substances) in amounts which may represent a hazard to the health of the infant. The product covered by the provisions of the Standard shall comply with those maximum residue limits and maximum levels established by the Codex Alimentarius Commission.

b) **Lead** the maximum content allowed is 0.02 mg/kg in the ready-to-use product

Hygiene:

it is recommended that the product covered by the provisions of this standard be prepared and handled in accordance with the appropriate sections of the Recommended International Code of Practice - General Principles of Food Hygiene (CAC/RCP 1-1969), and other relevant Codex texts such as the Code of Hygienic Practice for Powdered Formulae for Infants and Young Children (CAC/RCP 66 - 2008). If the formula is in powdered form, in addition to above mentioned conformity requirements, it should also conform to the guidelines laid down by WHO/ FAO (2007) for Safe Preparation, Storage and Handling of Powdered Infant Formula.

Microbiological criteria:

The products should comply with any microbiological criteria established in accordance with the Principles for the Establishment and Application of Microbiological Criteria for Foods (CAC/GL 21-1997).

Shelf life

24 months without refrigeration

Storage conditions

As defined by the manufacturer, no refrigeration required.

Labeling

The requirements of the Codex General Standard for the Labeling of Prepackaged Foods (CODEX STAN 1-1985), the Codex Guidelines on Nutrition Labeling (CAC/GL 2-1985) and the Guidelines for Use of Nutrition and Health Claims shall apply to this product. Additionally, clause 13-Mode of Labeling of Pre-Packed Food of Punjab Pure Food Rules shall also apply. The product shall be labeled with complete nutrition labeling according to Section 4.2 of Codex Standard for the Labeling of and Claims for Foods for Special Medical Purposes (CODEX STAN 180-199 1).

The label shall include:

- Generic name: Ready to Use Therapeutic Food Paste
- Any applicable warnings (such as handling product leftovers, how long at room temperature, how long in the fridge)
- List of ingredients (raw material specified) in descending order of quantity
- Nutritional composition per 100 g of powder and 100 ml of reconstituted diet
- Name and address of the manufacturer, packer, distributor, importer, exporter or vendor and country of origin
- Net weight
- Batch number
- Date of manufacture
- Best before date
- Storage conditions
- Halal Labeling
- **Logo "Punjab Government Property; Not for Sale"**

Carton Label includes:

- Carton label shall include
- Generic name: Ready to Use Therapeutic Food Paste
- Name and address of the manufacturer, packer, distributor, importer, exporter or vendor and country of origin
- Gross weight
- Number of sachets per carton
- Batch number
- Date of manufacture.
- Best before date
- Storage conditions
- Halal Labeling
- **Logo "Punjab Government Property; Not for Sale"**

Note:- The firm will get approval for the art work before printing the labeling and packing material for the awarded product (if required).