

BIDDING DOCUMENTS

FRAMEWORK CONTRACT FOR PROFICIENCY TESTING SERVICES (PT SERVICES) FINANCIAL YEAR 2024-25

REFERENCE NO. DTL-RT-PT-07/2024-25



**DRUGS TESTING LABORATORY PUNJAB LAHORE
PRIMARY AND SECONDARY HEALTHCARE
DEPARTMENT GOVERNMENT OF THE PUNJAB**

JUNE, 2024

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INVITATION FOR BIDS

FRAMEWORK CONTRACT FOR PROFICIENCY TESTING SERVICES (PT SERVICES)

IFB No. DTL-RT-PT-07/2024-25

Drugs Testing Laboratory (DTL) Punjab, Lahore, Primary & Secondary Healthcare Department (P&SHD) invites sealed bids from eligible bidders to finalize the **Framework Contract for provision of below mentioned Services:**

Bid Reference/ Tender Enquiry	Title of Procurement	Bid Submission Date & Time	Bids Opening Date & Time
DTL-RT-PT-07/2024-25	Framework Contract for Proficiency Testing Services (PT Services)	24-07-2024 @ 2:00PM	24-07-2024 @ 2:30PM

2. Interested Bidders may get the Standard Bidding Documents (containing technical specifications/scope of services and terms & conditions etc. from the Office of Director DTL Punjab, 1-Birdwood Road, Lahore – 54000 or may download from the websites of P&SHD www.pshealth.punjab.gov.pk or Punjab Procurement Regulatory Authority (PPRA) www.ppra.punjab.gov.pk. Interested Bidders shall submit a non-refundable fee of Rs. 2,000/- (Rupees Two Thousand only) in favor of Account Head (CO2841 - Health Other Receipts) in National Bank of Pakistan. Standard Bidding Documents shall be issued up to **24-07-2024** till **01:30 P.M**
3. Bidding shall be conducted through 38(2) (a) Single Stage-Two Envelop bidding procedure of Punjab Procurement Rules, 2014. The bids shall clearly be marked with Tender Enquiry No. for which the proposal is submitted.
4. Sealed bids are required to be submitted as per schedule specified above (Bids Submission Date & Time) against Bid Reference/ Tender Enquiry number in the Committee Room of Drugs Testing Laboratory Punjab, Lahore, 1-Birdwood Road Lahore. The bids received till stipulated date & time shall be opened as per above referred schedule in the presence of the bidder or their authorized representative, who may choose to be present.
5. All bids must be accompanied by a Bid Security 2% of estimated price in the form of CDR/Bank Guarantee / Demand Draft / Pay Order. Late bids will be rejected. Bid validity period is 180 days from the date of submission of bids.
6. In case the date of bid submission is declared as a public holiday by the Government, the next official working day shall be deemed as the date of submission. The time and venue shall remain the same.
7. The procurement shall be governed under Punjab Procurement Rules, 2014.

**DIRECTOR
DRUGS TESTING LABORATORY
PUNJAB, LAHORE
01 Birdwood Road Lahore
(Focal Person: Muhammad Ammad Cell # 0343 706 8833)**

Section-I: Instructions to Bidders (ITB)

1.1. Introduction

Drugs Testing Laboratory Punjab Lahore, Primary & Secondary Healthcare Department (P&SHD) requires the bidders to submit their bids, for framework contract for procurement of proficiency testing services, as provided in each package as mentioned in the schedule of requirements.

1.1.1 Scope of Bid The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids from Bidders for framework contract for procurement of proficiency testing services as specified in Section-II, Scope of Services, Section III- Bid Data Sheet (BDS) and Section-VI, Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

1.1.2 Source of Funds Government of the Punjab.

1.1.3. Eligible Bidder

- i) The Invitation to Bids is open to all Service Providers i.e., association of firms/companies/sole proprietor, registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.), except as provided hereinafter.
- ii) Bidders (s) which have worked with the Government and specifically with the Procuring Agency and whose services have been terminated on account of non-satisfactory performance are not eligible for this tender. (Undertaking on letter head is required in this regard).
- iii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bid.
- iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA).
- v) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may

be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

- a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the specifications and other documents to be used for the procurement of the framework contract for procurement proficiency testing services to be purchased under this Invitation for Bids.
- b) have controlling shareholders in common; or
- c) receive or have received any direct or indirect subsidy from any of them; or
- d) have the same legal representative for purposes of this Bid; or
- e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- f) submit more than one Bid in this Bidding process.

vii) A Bidder may be ineligible if –

- (a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
- (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
- (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
- (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21,

read with Schedule appended with, Punjab Procurement Rules, 2014.

- (f) The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
- (g) The firm/Service Provider and contractor is blacklisted/debarred by any international organization.
- viii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- ix) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

1.1.4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process-

1.1.5. One person one bid

As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, individually.

1.1.6. Work Plan/ Deployment Plan

The Bidder shall be responsible for the provision of bids as per work plan/ deployment plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

1.2. THE BIDDING DOCUMENTS

1.2.1. Content of Bidding Documents

- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB) Section-I
 - (c) Scope of Services Section-II
 - (d) Bid Data Sheet Section-III
 - (e) General Conditions of Contract (GCC) Section IV
 - (f) Special Conditions of Contract (SCC) Section V
 - (g) Schedule of Requirements Section VI
 - (h) Bid Forms Section VII
 - (i) Check List

- ii) The Bidder is required to examine all instructions, forms, terms and conditions, and scope of services in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its Bid.
 - iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 1.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
 - iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.
- 1.2.2. Clarification of Bidding Documents**
- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency’s address indicated in Invitation to Bid. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source) will be sent to all prospective Bidders that have received the Bidding documents.
 - ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
 - iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids, as prescribed in **ITB 1.2.2 (i), above**.
 - iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious

identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source

1.2.3. Amendment of Bidding Documents

- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 1.2.3.**
- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.
- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.
- iii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the similar manner, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

1.3. PREPARATION OF BIDS

1.3.1. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

- 1.3.2. Bid Form** The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents.
- 1.3.3. Bid Prices** The Bidder shall indicate on form 8.7 the unit prices (where applicable) and total Bid price as mentioned in the Financial Form, the services of which it proposes to provide under the contract.
- i) Prices indicated on the Price Schedule shall be package wise
 - ii) The Bidder's separation of price components in accordance with ITB Clause 1.3.4(i) below will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
 - iii) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.
- 1.3.4. Bid Currencies**
- i) Prices shall be quoted in PKR unless otherwise specified in the Bid Data Sheet.
- 1.3.5. Documents Establishing Bidder's Eligibility and Qualification**
- i) Pursuant to ITB Clause 1.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
 - ii) 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 eligible as defined under ITB Clause 1.1.3.
 - iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
 - (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 1.3.6. Bid Security**
- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
 - ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the security's forfeiture Pursuant to ITB Clause 1.3.6. (vii).

- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) valid for 180 Days.
- iv) Any Bid not secured in accordance with ITB Clauses 1.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 1.3.7 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later: provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 1.6.2.
- vii) The Bid security may be forfeited:
 - a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. in the case of a successful Bidder, if the Bidder:
 - i. fails to sign the contract in accordance with ITB Clause 1.6.3; **or**
 - ii. fails to furnish Performance Guarantee in accordance with ITB Clause 1.6.2; or
 - iii. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

1.3.7. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 1.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

1.3.8. Format and Signing of Bid

- i) The Bidder shall submit typed Bid in original and shall be signed by the Bidder to bind the Bidder to the contract. All pages of the Bid, shall be initialed and stamped by the person signing the Bid.
- ii) Any interlineation, erasures, or overwriting shall not be valid and such Bid shall be rejected.

1.4. SUBMISSION OF BIDS

1.4.1 Sealing and Marking of Bids

- i) The mode of procurement is Single Stage-Two Envelopes. The Bid shall be submitted in sealed envelope, comprising two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid.
- ii) Bids shall:
 - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: **“DO NOT OPEN BEFORE 24-07-2024”**
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.
- iv) If all the envelopes are not sealed and marked as required by ITB Clause 1.4.1, the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening. **Note:** The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.

1.4.2 Deadline for Submission of Bids

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.

- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 1.2.2 & 1.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) Bids shall be received by the Procuring Agency at the address specified under BDS no later than the date and time specified in the BDS.

1.4.3. Late Bids

- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 1.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

1.4.4. Modification and Withdrawal of Bids

- i) Not allowed after deadline prescribed for submission of Bids
- ii) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14)

1.5. OPENING AND EVALUATION OF BIDS

1.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the time of their opening, as specified in **BDS**.
- ii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) Any other details as the Procuring Agency may consider appropriate.

- iii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- iv) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- v) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **1.4.3 (i)**.
- vi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and the Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
- vii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
 - i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
 - ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
 - iii) Notwithstanding **ITB Clause 1.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

1.5.2. Confidentiality

1.5.3. Clarification of Bids

prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Bid shall be sought, offered, or permitted.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a. evaluation & qualification criteria;
 - b. required scope of services and related materials.
 - c. all securities requirements;
 - d. tax requirements;
 - e. Terms and conditions of bidding documents.
 - f. change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

1.5.4. Preliminary Examination

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will 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. If the Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or

reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 1.3.7), **Applicable Law** (GCC Clause 30) **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation.

- iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
 - a) meets the eligibility criteria defined in **ITB 1.1.3**;
 - b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
 - c) has been properly signed;
 - d) is accompanied by the required securities; and
 - e) Is substantially responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

1.5.5. Examination of Terms and Conditions; Technical Evaluation

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section VI – Schedule of Requirements/Deployment Plan & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

1.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the

unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

- b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 1.3.7**.

1.5.7. Conversion to Single Currency

Not applicable

1.5.8. Post-qualification & Evaluation of Bids

- i) The Procuring Agency will **technically evaluate** and compare the substantially responsive Bids, as per the Evaluation Criteria in the **BDS**.
- ii) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form to be decided by the Procuring Agency, inclusive of all prevailing taxes, duties, fees.

1.5.9. Contacting the Procuring Agency

- i) Subject to ITB Clause 1.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has any grievance, they will do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

1.5.10. Grievance Redressal

- i. Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. 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.

- ii. Any party can file its written complaint 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 GRC well before the proposal submission deadline.
- iii. Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final bid evaluation report. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation of qualified bidders may file a representation as per PPRA circular L&M (PPRA)10-01/2011 dated 20-05-2019.
- iv. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. 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.
- v. 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.

1.6. AWARD OF CONTRACT

1.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 1.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security.

1.6.2. Performance Guarantee

- i) Within Ten (10) Days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions

of Contract, in the Performance Guarantee Form provided in the Bidding documents.

- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 1.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

1.6.3. Signing of Contract/ Issuance of work Order

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties.
- ii) Under rule-63 of PPR-14, within Three Days (03) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

1.6.4. Award Criteria

Subject to ITB Clause 1.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

1.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity / scope of *services* originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

1.6.6. Procuring Agency's Right to Accept or Reject All Bids

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any

iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

1.6.7. Re-Bidding

i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

1.6.8. Corrupt or Fraudulent Practices

i) The Procuring Agency requires that Bidders observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or 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, noncompetitive 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:

- 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. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. 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 process.”*

ii) Blacklisting & Debarment:

Blacklisted Firms and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

SECTION-II. SCOPE OF SERVICES

LOT NO. 01 Proficiency Testing (PT) Services

Sr. No	Required Material/ Item Name	Specifications	Quantity	Estimated Rate
01	Proficiency Testing for Pharmaceutical Tablet	<ul style="list-style-type: none"> ▪ Sample Matrix tablets ▪ Provide parameter (Weight Variation, Hardness, thickness, diameter, disintegration) ▪ Meet the requirement of 17043 	01	190,000/-
02	Proficiency Testing for UV Spectrophotometric Analysis	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ Meet the requirement of 17043 ▪ Quantitative analysis 	01	190,000/-
03	Proficiency Testing for HPLC Analysis	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ Quantitative analysis ▪ Should provide reference standard with the sample (if applicable). ▪ The analysis should be quantitative ▪ Meet the requirement of 17043 	01	190,000/-
04	Proficiency Testing for GC Analysis	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ Should provide reference standard with the sample (if applicable). ▪ The analysis should be quantitative ▪ Meet the requirement of 17043 	01	190,000/-
05	Proficiency Testing for Titrimetric Analysis	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ Should provide reference standard with the sample (if applicable). ▪ The analysis should be quantitative ▪ Meet the requirement of 17043 	01	190,000/-
06	Proficiency Testing for pH Analysis	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be quantitative ▪ Meet the requirement of 17043 	01	190,000/-
07	Proficiency Testing for Conductivity Measurement	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be quantitative 	01	190,000/-

		<ul style="list-style-type: none"> ▪ Meet the requirement of 17043 		
08	Proficiency Testing for Dissolution Testing	<ul style="list-style-type: none"> ▪ Sample matrix tablets or capsules ▪ The analysis should be quantitative ▪ Meet the requirement of 17043 	01	190,000/-
09	Proficiency Testing for Endotoxin Test	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be qualitative or quantitative (Gel Clot Method) ▪ Meet the requirement of 17043 	01	190,000/-
10	Proficiency Testing for Microbial Assay	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be quantitative ▪ Meet the requirement of 17043 	01	190,000/-
11	Proficiency Testing for Sterility Testing	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be qualitative ▪ Meet the requirement of 17043 	01	260,400/-
12	Proficiency Testing for Polarimetry Analysis	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be quantitative ▪ Meet the requirement of 17043 	01	190,000/-
13	Proficiency Testing for FTIR Analysis	<ul style="list-style-type: none"> ▪ Sample matrix should be solid ▪ The analysis should be qualitative ▪ Meet the requirement of 17043 	01	190,000/-
14	Proficiency Testing for Water content by KF	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be quantitative ▪ Meet the requirement of 17043 	01	190,000/-
15	Proficiency Testing for Refractometer Analysis	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be quantitative ▪ Meet the requirement of 17043 	01	190,000/-
16	Proficiency testing for Flame Photometric Analysis	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be quantitative. ▪ Meet the requirement of 17043 	01	190,000/-
17	Proficiency testing for Atomic Absorption Spectrophotometer.	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be quantitative. ▪ Meet the requirement of 17043 	01	190,000/-
18	Proficiency testing for Liquid Particulate Matter	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be quantitative. ▪ Meet the requirement of 17043 	01	190,000/-

19	Proficiency Testing for TLC.	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be qualitative or quantitative. ▪ Meet the requirement of 17043 	01	190,000/-
20	Proficiency Testing for Potentiometric Titration	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be qualitative or quantitative. ▪ Meet the requirement of 17043 	01	190,000/-
21	Proficiency Testing for Microbial Enumeration	<ul style="list-style-type: none"> ▪ Sample matrix solid or liquid ▪ The analysis should be qualitative or quantitative. ▪ Meet the requirement of 17043 	01	190,000/-

SECTION-III: BID DATA SHEET

4.1 BID DATA SHEET (BDS)

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

A Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1	1.1.1	Drugs Testing Laboratory Punjab, Lahore, Primary and Secondary Healthcare Department for FRAMEWORK CONTRACT FOR PROFICIENCY TESTING SERVICES (PT SERVICES) (DTL-RT-PT-07/2024-25) Lot No. 01 The contract shall be valid for One Year from the date of signing of the contract, which may be further extended for the term of four months.
2	1.1.2	Financial year for the operations of the Procuring Agency: 2024-25 NAME OF FINANCING INSTITUTION: Drugs Testing Laboratory Punjab Lahore, Primary & Secondary Healthcare Department, <i>Government of the Punjab</i> NAME AND IDENTIFICATION NUMBER OF THE CONTRACT: FRAMEWORK CONTRACT FOR PROFICIENCY TESTING SERVICES (PT SERVICES) REFERENCE NO DTL-RT-PT-07/2024-25
3	1.1.3 (iv)	Joint Venture / Consortium is not permissible
B Bidding Documents		
4	1.2.2	The address for clarification of Bidding Documents is Drugs Testing Laboratory Punjab Lahore,, 1-Birdwood Road, Lahore
5	1.2.3 (iii)	The Prospective bidder can submit their request for clarification till 09-07-2024. A pre-bid meeting will be held on 10-07-2024 @ 02:00 PM in committee room of the DTL. Any amendment made in the bidding documents as a result of the request of a prospective bidder or by procuring agency's own initiative will be uploaded on the website of P&SHD

		www.pshealth.punjab.gov.pk on 11-07-2024 and the same will be construed as part of bidding documents.																								
5	1.3.8	The Bidder shall submit typed Bid in original and shall be signed by the Bidder to bind the Bidder to the contract. All pages of the Bid, shall be initialed and stamped by the person signing the Bid																								
C	Bid Price, Currency, Language and Country of Origin																									
6	1.3.1	<i>English</i>																								
7	1.3.4	The price quoted shall be in PKR																								
D	Preparation and Submission of Bids																									
9	1.1.3	Qualification Criteria/Knock down criteria The Bidder/Service Provider must comply with all the mandatory parameters In case of noncompliance of any mandatory parameter, the Bidder shall be declared as nonresponsive and shall not be considered for further evaluation It is not mandatory to participate in each item of Lot No. 01.																								
	1.5.5 & 1.5.8	Technical Evaluation Criteria: PART- I KNOCK DOWN CRITERIA - GENERAL EVALUATION (All evaluation parameters defined below are mandatory for compliance)																								
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10	1.1.1	Drugs Testing Laboratory Punjab Lahore, 1-Birdwood Road Lahore																					
11	1.4.2	The deadline for Bid submission is 24-07-2024 till 02:00 AM																					
12	1.5.1	24-07-2024 at 02:30 AM																					
13	1.6.2	Amount of Performance Guarantee is 05% of the contract amount																					
14	1.3.6	Amount of Bid security is: 2% of estimated price																					
15	1.3.7	Bid validity period after opening of the Bid is: 180 Days																					
16	1.3.8	Not Applicable																					
E	Opening and Evaluation of Bids																						
17	1.5.1	Drugs Testing Laboratory Punjab, Lahore. 1-Birdwood Road Lahore. 24-07-2024 at 02:30 AM																					

18	1.3.4	Not applicable
G. Award of Contract		
19	1.6.5	Percentage for quantity increase or decrease is: <i>15%</i>
20	1.6.2	The Performance Guarantee shall be: 05% of the Contract Amount
21	1.6.2	The Performance Security (or guarantee) shall be in the form provided in the Bidding documents

Section-IV: General Conditions of Contract

1 Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- (b) “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Agency under the Contract
- (d) “The Services” means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Service Provider covered under the Contract
- (e) “GCC” means the General Conditions of Contract contained in this section
- (f) “SCC” means the Special Conditions of Contract
- (g) “The Procuring Agency” means the Drugs Testing Laboratory Punjab Lahore, Primary & Secondary Healthcare Department
- (h) “The Procuring Agency’s country” is the country named in SCC
- (i) “The Service Provider” means the Bidder or firm supplying the Services under this Contract
- (j) “The Project Site,” where applicable, means the place or places named in SCC
- (k) “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 Country of Origin

3.1 All Services supplied under the Contract shall have their origin in Pakistan

4. Standards

4.1 The services supplied under this Contract shall conform to the standards mentioned in the Scope of Services

5 Use of Contract Documents and Information; Inspection and Audit by the procuring agency

5.1 The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider 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 Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC except for purposes of executing the Contract

5.3 Any document, other than the Contract itself, enumerated in GCC shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency

5.4 The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Procuring Agency

6 Performance Guarantee

6.1 Within Ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & ITB

6.2 The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract

6.3 As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- (b) a cashier's or certified cheque or CDR

6.4 The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's

		performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC
7	Incidental material	7.1 The Service Provider may be required to provide any of the incidental material if any, specified in SCC
8	Payment	8.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC 8.2 The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract 8.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider, provided the work is satisfactory. 8.4. The currency of payment is as specified in BDS/SCC
9	Prices	9.1 Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC / BDS
10	Change Orders	10.1 The Procuring Agency may at any time, by a written order given to the Service Provider, make changes within the general scope of the Contract, only if required for the successful completion of the job 10.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated
11	Contract Amendments	11.1 Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties
12	Assignment	12.1 The Service Provider shall not assign the whole or any part of the contract to anybody else
13.	Subcontracts	Subcontracting is not allowed

14 Delays in the Service Provider's Performance

14.1 Performance of Services shall be made by the Service Provider in accordance with the Scope of Services & Schedule of Requirements/ Deployment Plan as prescribed by the Procuring Agency in Section II & Section VI.

14.2 If at any time during performance of the Contract, the Service Provider encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s) As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's-time for performance, with or without fines and penalties

14.3 Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its contractual obligations shall render the Service Provider liable to the imposition of fines and penalties

15 Liquidated Damages

15.1 Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the 10% of the contract price Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14

16. Termination for Default

16.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
- (c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009

(d) *“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:*

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or 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, noncompetitive 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: 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;

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; offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

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;

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 process

16.2 In the event, the Procuring Agency terminates the Contract in whole or in part, the Procuring Agency may procure, upon such terms

and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated

17 Force Majeure

17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure

17.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions eg: epidemics, pandemics, quarantine restrictions etc from the purview of “Force Majeure”

If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event Any difference of opinion concerning “Force Majeure” may be decided through means given herein below

18. Termination for Insolvency

18.1 The Procuring Agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency

19. Termination for Convenience

19.1 The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective

20. Resolution of Disputes

19.2 The Services that are complete (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices

20.1 After signing the contract, the Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract

20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940

21. Governing Language

21.1 The Contract shall be written in the language specified in SCC Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language

22. Applicable Law

22.1 The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC

23. Notices

23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC

23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later

24. Taxes and Duties

24.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until provision of the contracted Services to the Procuring Agency

26. Extension in Contract period

26.1. Extension in the contact agreement shall be the discretion of the procuring agency and the service provider has no right to claim further extension as a matter of right in the contract.. The extension of the contract is specified in SCC or BDS.

Section-V - Special Conditions of Contract

1 Definitions (GCC Clause 1)

GCC 11 (g)—The Procuring Agency is: Drugs Testing Laboratory Punjab Lahore, P&SH Department

GCC 11 (h)—The Procuring Agency’s country is: Pakistan

GCC 11 (i)—The Service Provider is: _____

2 Performance Guarantee (GCC Clause 6)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: 05% of the Contract Amount

3 Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials to be provided in the GCC

4 Payment (GCC Clause 8)

GCC 8.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

Payment for Services provided:

Payment may be made in Pak Rupees upon satisfactory completion of work (services)/ satisfactory inspection/ installation (goods). The invoice of the Service Provider shall be submitted along with requisite/ applicable documents (case to case basis).

Invoice Checklist (to be attached with invoice)			
Sr.	Description	Annexure	Attached
1	Original invoice/bill(s)	A.	
2	Tax invoice/bill(s)		
8	Any other document if required for processing of payments	B.	

5 Prices (GCC Clause 9)

GCC 9.1—Prices shall be fixed and shall not be adjusted

6 Liquidated Damages (GCC Clause 15)

As per GCC 15.1

In addition to that, details of Fines and Penalties as detailed in schedule of requirements or scope of work

7 Resolution of Disputes (GCC Clause 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940

8 Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be English

9 Applicable Law (GCC Clause 22)

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

10 Notices (GCC Clause 23)

GCC 23.1—Procuring Agency’s address for notice purposes: Drugs Testing Laboratory Punjab Lahore, 1-Birdwood Road Lahore.

Service Provider’s address for notice purposes: _____

11. Duration of Contract (GCC Clause 26)

Lot No. 01: The contract shall be valid for One Year from the date of signing of the contract, which may be further extended for the term of four months.

Section-VI Schedule of Requirements

LOT NO. 01 Proficiency Testing (PT) Services

MODE OF PENALTY	
Without Imposition of Late Delivery/ Service Charges	Within 15 days of round opening date
With Imposition of Late Delivery Charges @ 0.08 % per day	After 15 days of round opening
Maximum Rate of Late Delivery Charges	Maximum limit of <i>Late Delivery Charges</i> is 10% after which contract may be terminated with all legal and codal formalities
Risk Purchase	Procuring Agency may proceed for risk purchases (at the risk & cost of bidder) to ensure the un-interrupted analytical activities.

Section-VII: Forms

8.1 Bid Form

[To be signed & stamped by the Service Provider and reproduced on the letter head To be attached with the Financial Bid]

Date: _____

To

Director

Drugs Testing Laboratory Punjab Lahore, P&SH Department

Having examined the Bidding documents including Addenda Nos *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid

We undertake, if our Bid is accepted, specified in the Schedule of Requirements

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 05% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency

We agree that our Bid will be valid for a period of 180 Days from the date fixed to Bid opening under Clause 23.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period

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

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following:-

All documents required in the Bidding Documents

Financial bid includes the following:-

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped
- b) Price schedule / financial form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped

8.2. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
Address:	
Office Telephone Number:	
Fax Number:	
3.	Contact Person:
Name:	
Personal Telephone Number:	
Email Address:	
4.	Local office if any:
Address:	
Office Telephone Number:	
Fax Number:	
5.	Registration Details:

a) Audited Financial Statement Attachment

Yes	No
-----	----

b) Details of Experience

	Similar Project (Agency/Department)	Item Name
(i)		
(ii)	Value of total Projects/Tenders/POs	Amount

8.3 General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No			Sales Tax Registration No	
PRA Tax No				
No of Employees			Company's Date of Formation	

*Please attach copies of NTN, GST Registration & PRA Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.4 Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner To be attached with Technical Bid]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Employer, if the Employer, at any time, deems it necessary

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *Drugs Testing Laboratory Punjab Lahore, P&SH Department* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *Drugs Testing Laboratory Punjab Lahore, P&SH Department* The undersigned further affirms on behalf of the firm that:

- (i) The firm has not been blacklisted by any Department
- (ii) The documents/photocopies provided with Bid are authentic In case, any fake/bogus document is found at any stage, the firm shall be blacklisted as per Law/ Rules
- (iii) Affidavit for correctness of information
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[Name of the Contractor/ Bidder/ Service Provider] undertakes to treat all information provided as confidential

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.5 Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head To be attached with Technical Bid]

To,

*Drugs Testing Laboratory Punjab Lahore, Primary & Secondary Health
1-Birdwood Road, Lahore*

WHEREAS (Name of the Contractor/ Service Provider) _____ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE **Framework Contract for Proficiency Testing Services (PT Services)** " procurement of the following:

Lot No.

(Here in after called "the Contract")

AND WHEREAS, it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Contractor a Guarantee;

THEREFORE, WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums as specified by you, 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

[NAME OF GUARANTOR]

Signature_____

Name_____

Title _____

Address_____

Seal_____

Date_____

8.6 Technical Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head to be attached with Technical Bid]

[date]

To: **Director Drug Testing Laboratory, Punjab, Lahore. 1 Birdwood Road, Lahore.**

We, the undersigned, offer to provide the requested services as in accordance with your Request for Proposal dated [insert date here]_____. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Service Provider (if any, otherwise delete this line)]

We hereby declare that:

- All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
 - Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 15.
 - We have no conflict of interest in accordance with ITB 1.1.3 (vi).
- (d) We meet the eligibility requirements as stated in ITB 1.1.3, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITB 1.6.8.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment

We understand that the Client is not bound to accept any Proposal that the Client receives.

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Contact information (phone and e-mail):

8.6.1. Technical Bid

LOT NO. 01 Proficiency Testing (PT) Services

Sr. No.	Item name	Specifications	Brand name/ Cat#	Pack Size	Tentative Date of Round	Quantity

8.7 MANUFACTURER'S AUTHORIZATION FORM

[See Clause 3.1 (a) of the Instruction to Bidders]

To: [name of Procuring Agency]

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers /Authorized Distributor/authorized sub distributor of *[name and/or description of the goods/service/work]* having factories at [address of factory] do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against **IFB No.** ----- for the goods manufactured by us.

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

[Signature for and on behalf of Manufacturer]

NOTE:

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.
2. It is a preferable requirement, not essential.
3. The standard authorization letter/ sole agency agreement already signed by the manufacturer may also be acceptable, depicting the above-mentioned requirements.

8.8 Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head To be attached with Technical Bid]

THIS AGREEMENT made on the _____ day of _____ 20____ between *Drugs Testing Laboratory, P&SH Department* (hereinafter called “the Procuring Agency”) on the one part and *[name of Service Provider]* of *[city and country of Service Provider]* (hereinafter called “the Service Provider”) on the other part:

WHEREAS the Procuring Agency invited Bids for certain services, viz, Proficiency testing *Services* and has accepted a Bid by the Service Provider for the supply of those services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Scope of Services;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring Agency’s Notification of Award
- (g) Contract agreement
- (h) Complete Bidding document
- (i) Any other document deemed necessary by the Procuring Agency

3 In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the services in accordance with the provisions of the Contract and as required under **Section VI** Schedule of Requirements/ Deployment Plan

4 The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Service Provider)

8.9 Financial Bid Form/Price Schedule

*[To be signed & stamped by the Bidder and reproduced on the letter head to be attached with
Financial Bid]*

(These Forms must be filled by Bidder(s) for each package separately)

{Location, Date}

To:

Director, DTL
Drugs Testing Laboratory, Lahore
1-Birdwood Road Lahore.

We, the undersigned, offer to provide the services against Lot No_____ for DTL in accordance with your Bidding Document dated [Insert Date] and our Technical Bid

Our attached Financial Bid(s) are hereby submitted as per bid form for the amount of Lot No {Indicate the corresponding amount(s) currency (ies)} {Insert amount(s) in words and figures}, *inclusive of all taxes* The estimated amount of taxes is {Insert currency} {Insert amount in words and figures} Our Bid shall be binding upon us up to expiration of the validity period of the Bid

No commissions or gratuities have been paid or are to be paid by us to agents or any third party relating to this Bid and Contract execution

We understand you are not bound to accept any Bid you receive

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: ____

Address: _____

E-mail: _____

8.9.1 Financial Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head]

[To be attached with Financial Bid]

Lot No 1. Proficiency Testing Services

IFB No.

Name of Item:

Name of Bidder:

Sr. No.	Item name	Specifications	Brand Name/ Cat #	Unit price (inclusive of all taxes & duties etc.)	Qty	Total price (inclusive of all taxes & duties etc.)

Note:

In case of difference between unit price and total price, unit price shall prevail.. (Please refer ITB clause 1.5.6). In case of any deviation from information as provided by procuring agency, the information of procuring agency shall prevail and the rate will be calculated with unit price X qty.

In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final

Sign:

Designation:

Stamp:

8.10 Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head To be attached with Financial Bid]

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the services]* (hereinafter called “the Bid”)

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound to *Drugs Testing Laboratory, P&SH Department* (hereinafter called “the Procuring Agency”) in the sum of Rs_____ for which payment well and truly to be made to the said Procuring Agency The Bank binds itself, its successors, and assigns by these presents Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____

THE CONDITIONS of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions

This guarantee will remain in force up to and including 180 Days, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]