



STANDARD BIDDING DOCUMENTS

For

**FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONERY GENERAL
ITEMS AND PHRAMACOPIAL REFERENCE BOOKS**

FOR THE FINANCIAL YEAR 2021-22

Drugs Testing Laboratory, Punjab, Lahore.

**Drugs Testing Laboratory,
Punjab, Lahore.**

INVITATION FOR BIDS

**FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONERY GENERAL ITEMS
AND PHRAMACOPIAL REFERENCE BOOKS FOR THE FINANCIAL YEAR 2021-22**

IFB No.DTL-T-SGI-07/2021-22.

1. Director, Drugs Testing Laboratory, Punjab, Lahore invites sealed bids from the firms having established credentials in term of Technical, Financial and Managerial Capabilities for FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONERY GENERAL ITEMS AND PHRAMACOPIAL REFERENCE BOOKS for The Financial Year 2021-22, as per details given in Specifications and Standard Bidding Documents to the consignee's end on DDP (**Free Delivery**).
2. Interested Bidders may get the Standard Bidding Documents, Specifications and details from the office of the Director, Drugs Testing Laboratory, Punjab, 1-Birdwood Road, Lahore-54000 on submission of written application on firm's Letter Head and a copy of CNIC along with payment of non-refundable fee of Rs. 1,000.00 (Rupees One Thousand only) for each Tender File of Framework Contract for Procurement of `Stationery for The Financial Year 2021-22, to be submitted in office of Budget and Account Officer of Drugs Testing Laboratory, Punjab, 1-Birdwood Road, Lahore-54000. Standard Bidding Documents including detailed specifications, terms & conditions shall be issued up to **11-10-2021** till **2:00 PM** However, a copy of the Standard Bidding Documents is also available on the website of Punjab Procurement Regulatory Authority (www.ppra.punjab.gov.pk) until the closing date for submission of bids.
3. Single stage-two envelopes bidding procedure shall be applied. The envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
4. The Punjab Procurement Rules 2014, amended up to date, shall govern procurement.
5. Sealed Bids are required to be brought in person by the authorized representative of the interested bidders on **11-10-2021** at **02:00 P.M.** positively in the office of Director, Drugs Testing Laboratory, Punjab, 1-Birdwood Road, Lahore-54000. The bids received till the stipulated date & time shall be opened by the Purchase Committee on the same day at **2:30 P.M.** in presence of available bidders or their authorized representatives.
6. The bidders are required to submit Bid Security 2 % of estimated price, Company Profile including Managerial Capabilities and Past Experience / Performance along with their Technical Bids.
7. All the bids should be submitted in tape or ring binding separately for each tender. All documents should contain page markings, attached in sequence as indicated for evaluation in the Standard Bidding Documents and signature of authorized person. The Bids shall be evaluated on the basis of Evaluation Criteria.
8. The technical proposal must contain the generic names of the items as mentioned in the standard bidding document along with the proprietary names if considered necessary.
9. The bid not complying to any of the given evaluation criteria can be rejected by the procuring agency.
10. In case the date of opening or last date of sale or Pre-Bid Conference 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 as the date of sale, submission and opening of Bids and Pre-Bid Conference accordingly. The time and venue shall remain same.
11. A Pre-Bid Conference will be held on **24-09-2021** at **02:30 P.M.** in the Conference Room of Drugs Testing Laboratory, Punjab, 1-Birdwood Road, Lahore-54000. All interested bidders are requested to submit their reservations (if any), in writing by **23-09-2021** till **04:00 P.M.**
12. The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
13. The Procuring Agency shall communicate to any Bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

**DIRECTOR,
DRUGS TESTING LABORATORY
PUNJAB, LAHORE.**

STANDARD BIDDING DOCUMENT
FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONERY, GENERAL ITEMS AND PHARMACOPOEIAL REFERENCE
BOOKS FY 2021-22.

Sr. No.	Content
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8	Source of Funds
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STANDARD BIDDING DOCUMENT
FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONERY, GENERAL ITEMS AND PHARMACOPEIAL REFERENCE
BOOKS FY 2021-22.

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55	Definitions
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60	Patent Rights
61	Ensuring Storage / Installation Arrangements
62	Inspection and Tests
63	Physical Examination / Inspection of Goods
64	Delivery and Documents
65	Insurance
66	Transportation
67	Incidental Services
68	Payment
69	Prices
70	Contract Amendments
71	Assignment
72	Subcontracts
73	Delays in the Supplier's Performance
74	Penalties / Liquidated Damages
75	Termination for Default
76	Force Majeure
77	Termination for Insolvency
78	Arbitration and Resolution of Disputes
79	Governing Language
80	Applicable Law
81	Notices
82	Special Conditions of Contract (SCC)
83	General
84	Insurance of Local Goods
85	Payment
86	Packing and Marking
87	Trans-shipment
88	Place of Delivery
89	Correspondence Addresses
90	Performance Guarantee Form
91	Manufacturer's Authorization Form
92	Contract Form
93	Bid Form
94	Price Schedule
95	Letter of Intention
96	Affidavit
97	Tender List

CHECK LIST

Provision of this checklists essential pre-requisite along with submission of Technical Proposals

Sr. No.	Technical Proposal	Yes / No.	Page No.
(a) General enclosures (firm related)			
1.	Original Tender Purchase Receipt , Standard Bidding Documents (with sign and stamp)with CNIC copy		
2.	An affidavit on stamp paper of Rs.50.00 submitting that the firm is not blacklisted.		
3.	Bid Security in the form of CDR		
4.	Income Tax Certificate		
5.	PST Certificate/ GST Certificate		
6.	Company profile including managerial capability.		
7.	Bidder past performance with any well-known public/private institution. (At least 5 purchase or supply order)		
(b) Technical offer / enclosures for each equipment / item			
1.	Technical Offer with complete detail of quoted item, unit, quantity, Specifications Brand name, manufacturer & country of origin.		
2.	Quoted items conform to require specification (for every individual item)		
3.	At least three year past experience of firm in stationery and general items		
4.	Sample must be submitted for all items along with technical bid however procuring agency may waive off sample if: Sample is too costly Sample is of large size No extra Payment will be provided for samples but rejected/un awarded samples may be returned to the bidder		
FINANCIAL OFFER			
1.	Offered rate of items inclusive standard accessories (inclusive of all tax, if applicable)		

BID DATA SHEET

ITB Ref	Description	Detail
N/A	Bid Reference Number	DTL-T-SGI-07/2021-22.
N/A	Commencement of sale of Standard Bidding Documents	From the date of publication during office hours from 08:00 A.M. to 04:00 P.M.
N/A	Last date of sale of Standard Bidding Documents	11-10-2021 till 2.00 P.M.
ITB Clause 20	Last date and time for the receipt of bids	11-10-2021 till 2.00 P.M.
N/A	Pre-bid Conference Date, Time and Venue	24-09-2021 at 02:30 P.M. Conference Room of Drugs Testing Laboratory, Punjab, 1-Birdwood Road, Lahore. Any amendment/minutes in response to Pre-Bid meeting seek by bidder or as a Department its own initiative will be uploaded on the website www.pshealth.punjab.gov.pk till 27.09.2021 . These clarification(s)/ amendment(s) (if any) will be the part of the Bidding Documents & Specifications
ITB Clause 24	Date, Time and Venue of opening of Technical Bids	11-10-2021 at 2:30 P.M. Conference Room of Drugs Testing Laboratory, Punjab, 1-Birdwood Road, Lahore-54000.
ITB Clause 14	Bid Currency	Pak. Rupees.
ITB Clause 10	Language of bid	English.
ITB Clause 17	Bid validity period	120 days.
ITB Clause 23	Bidding procedure	Single stage – Two Envelopes procedure.
ITB Clause 24	Address for Communication: Director, Drugs Testing Laboratory, Punjab, 1-Bidwood Road, Lahore-54000. Tel: 042-37425494.	

LETTER OF INVITATION

FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONERY GENERAL ITEMS AND PHRAMACOPIAL REFERENCE BOOKS FOR THE FINANCIAL YEAR 2021-22.

IFB No.DTL-T-SGI-07/2021-22.

Dear Sir / Madam!

Director, Drugs Testing Laboratory, Punjab, Lahore invites sealed bids from eligible bidders for Framework Contract for Procurement of Stationery General Items and Pharmacopeia Reference Books for the Financial Year 2021-22.

1. For Drugs Testing Laboratory, Punjab, Lahore in quantities and specifications more specifically described in the Standard Bidding Documents.
2. Bidding shall be conducted as per the procedure specified in the Standard Bidding Documents.
3. Interested bidders may obtain further information and inspect the Standard Bidding Documents at the address given below from **08:00 A.M.** to **04:00 P.M.** on any working day before closing date or the same can be examined online at the Punjab Procurement Regulatory Authority (PPRA) website (www.ppra.punjab.gov.pk).
4. A complete set of original Standard Bidding Documents shall be purchased from the below mentioned office on all working days from **08:00 A.M.** to **04:00 P.M.** on submission of a written application and payment of non-refundable fees of **Rs. 1,000 (Rupees One Thousand only)** for each Tender file of Stationery General items and Pharmacopeia reference books.
5. Prospective bidders may note that a Pre-Bid Conference will be held at **02:30 P.M.** on **24-09-2021** in the Conference Room of Drugs Testing Laboratory, Punjab, 1-Birdwood Road, Lahore-54000.
6. Bids must be delivered in the manner prescribed at or before **02.00PM** on **11-10-2021** Late Bids will be rejected. Bids will be opened on the same day at **2:30 P.M.** in the presence of bidders or their representatives, who choose to be present.
7. In an event where the last date for submission of bids be declared a public holiday, due date for submission and opening of bids shall be the following working day at the same appointed timings and venue.
8. Interested bidders may visit the PPRA, Punjab website (www.ppra.punjab.gov.pk) for more information.

**Director,
Drugs Testing Laboratory,
Punjab, 1-Birdwood Road, Lahore-54000
Tel: 042-37425494**

STANDARD BIDDING DOCUMENTS

**FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONERY GENERAL
ITEMS AND PHRAMACOPIAL REFERENCE BOOKS FOR THE FINANCIAL YEAR
2021-22.**

SCHEDULE - INVITATION FOR BIDS	
Schedule for sale of Tenders / Bids	From the date of publication during office hours from 08:00 A.M. to 04:00 P.M.
Last date for submission of tenders	11-10-2021 till 2.00 PM
Pre-bid Conference:	24-09-2021 at 02:30 P.M.in the Conference Room of Drugs Testing Laboratory, Punjab, 1-Birdwood Road, Lahore-54000.
Opening of Tenders (Technical Proposals)	11-10-2021 at 2:30 P.M in the Conference Room of Drugs Testing Laboratory, Punjab, 1-Birdwood Road, Lahore-54000.
Bid Security:	2 % of estimated price

**DIRECTOR,
DRUGS TESTING LABORATORY,
PUNJAB, 1-BIRDWOOD ROAD,
LAHORE-54000**

Content of Standard Bidding Documents

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

- A. Instructions to Bidders (ITB);
- B. General Conditions of Contract (GCC);
- C. Special Conditions of Contract (SCC);
- D. Schedule of Requirements;
- E. Generalized Technical Specifications;
- F. Contract Form;
- G. Manufacturer's Authorization Form;
- H. Performance Guarantee Form;
- I. Bid Form
- J. Price Schedule.

A. INSTRUCTIONS TO BIDDERS (ITB)

1. General Instructions:

1.1. The "Invitation for Bids" does not form part of the Standard Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Standard Bidding Documents listed in 1.1 said Standard Bidding Documents shall take precedence.

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

2. Source of Funds

2.1. The Government of Punjab will provide the funds during the financial year 2021-22 to the Director, Drugs Testing Laboratory, Punjab, 1-Birdwood Road, Lahore-54000 (hereinafter referred to as "Procuring Agency") for of Stationery General items and Pharmacopeia reference books under the relevant Head of Account during the financial year 2021-22.

3. Eligible Bidders

3.1. This Invitation for Bids is open to all original Manufacturers/Authorized sole agent/authorized distributor /Authorized sub distributor of Foreign manufacturers in Pakistan for supply of goods.

3.2. The bidder must possess valid legal enforceable authorization from the Foreign Manufacturer; they should have a documentary proof to the effect that they are the original Manufacturer of the required goods.

3.3. Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial) a local body or a public sector organization.

4. Eligible Goods and Services

4.1. For the purpose of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids. (b) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. In case of the "manufacturer" the "origin" means the firm is based and registered in that country and registered with their stock exchange. Goods are produced when, through manufacturing or processing, or substantial

and major assembly of components, a commercially recognized product is produced that is substantially different in basic characteristics or in purpose or utility from its components.

5. Cost of Bidding

5.1. 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.

6. Clarification of Standard Bidding Documents

6.1. A prospective Bidder requiring any clarification of the Standard Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the Standard Bidding Documents, which it receives not later than eight (8) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Standard Bidding Documents.

7. Amendment of Standard Bidding Documents

7.1. 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 requested by a prospective Bidder, may modify the Standard Bidding Documents by amendment.

7.2. All prospective Bidders that have received the Standard Bidding Documents shall be notified of the amendment in writing or by e-mail or by phone, and shall be binding on them.

7.3. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

8.1 In the absence of prequalification, the Procuring Agency may determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 22.2.

8.2 An affirmative determination shall be a pre-requisite 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.

8.3 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.

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

8.5 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices may be black listed.

8.6 Procuring agency can neglect the minor variations in the technical specifications of the quoted item if they deem so.

9. Corrupt or Fraudulent Practices

9.1 The Procuring Agency requires that all Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - I. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - II. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice 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;
- b) Shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

Preparation of Bid

10. 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 English. 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, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial proposal);
- (b) Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (c) Documentary evidence established in accordance with ITB Clause 16 that the goods to be supplied by the Bidder are eligible goods and conform to the Standard Bidding Documents.

12. Bid Form and Price Schedule

12.1 The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the Standard Bidding Documents (Annexure A Form), indicating the goods to be supplied, a brief description of the goods, specifications, taxes, quantity, prices, make, model, country of origin, country of manufacturer.

13. Bid Prices

13.1 The Bidder shall indicate on the Price Schedule the unit prices of the goods; it proposes to supply under the Contract.

13.2 Form for Price Schedule is to be filled in very carefully, and should be typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number/ bid number of the quoted item may be marked or highlighted with red/yellow marker.

13.3 The Bidder should quote the prices of goods according to the generalized technical specifications. The specifications of goods, different from the demand of enquiry and Tender File No. shall straightway be rejected.

13.4 The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

13.5 Prices offered should be for Tender File No. Conditional offer shall be considered as non-responsive Bidder.

13.6 While tendering your quotation, the present 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 after the bid has been submitted.

14. Bid Currency

14.1 Prices shall be quoted in Pakistan Rupees.

15. Documents Establishing Bidder's Eligibility and Qualification

15.1 The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

15.2 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.

15.3 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:

(a) National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by the bidder(s).

(b) The Bidder shall submit an affidavit on legal stamp paper of Rs.50.00 at their firm or any one from the Bidder has not been blacklisted in the past by any Government (Federal, Provincial), a local body or a public sector organization. Because of submission of false statement, the Bidder shall be disqualified forthwith and subsequently black listed.

(c) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.

16. Documents Establishing Goods' Eligibility and Conformity to Standard Bidding Documents

16.1 Pursuant to ITB Clause 11, the Bidder shall furnish along with technical proposal, as part of its bid, documents establishing the eligibility and conformity to the Standard Bidding Documents of all goods, which the Bidder proposes to supply under the Contract.

16.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered.

16.3 Submission of sample if so required by the Technical Committee, the bidder must provide a sample or demonstration as the case may be for satisfaction of the Committee.

16.4 Alternative bids are not allowed.

17. Bid Validity

17.1 Bid Validity period will be 120 days. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17.2 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 reasons 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.

17.3 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

- (a) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids, if any.

Submission of Bids

18. Format and Signing of Bid

18.1 The bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.

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

18.3 All bidding documents to be duly attested (signed and stamped) by the authorized person of Bidder.

19. Sealing and Marking of Bids

19.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. It must contain the name and Tender File No.

19.2 The inner and outer envelopes shall:

- a) Be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- b) Bear the Institution name and number indicated in the Invitation for Bids, and shall be inscribed by the following sentence: "DO NOT OPEN BEFORE," to be completed within the time and the date specified in the invitation for Bid.

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

19.4 If the outer as well as inner envelop esurient sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

20. Deadline for Submission of Bids

20.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified in IFB not later than the time and date specified in the Invitation for Bids.

20.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the Standard Bidding Documents in accordance with ITB Clause 7, 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.

21. Late Bid

21.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 20 shall be rejected and returned unopened to the Bidder.

22. Withdrawal of Bids

22.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

22.2 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 in ITB Clause 17.2. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

The Bidding Procedure

23. Single stage – two envelopes bidding procedure

23.1 Single stage – two envelopes bidding procedure shall be applied:

- (i) The bid shall comprise a single sealed package containing two separate envelopes. Each sealed envelope shall contain separately the financial proposal and the technical proposal;
- (ii) the envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;
- (iii) initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened;
- (iv) the envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of Procuring Agency without being opened;
- (v) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- (vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and
- (ix) The bid found to be the lowest evaluated bid shall be accepted.

Opening and Evaluation of Bids

24. Opening of Bids by the Procuring Agency

24.1 The Procuring Agency shall initially open only the envelopes marked “**TECHNICAL PROPOSAL**” and “**Tender File No.**” in the presence of Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Bidders’ representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the envelope marked as “**FINANCIAL PROPOSAL**” and “**Tender File No.**” shall remain unopened and shall be retained in safe custody of the Procuring Agency till completion of the evaluation process.

24.2 The Bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20. However, at the opening financial proposals (the date, time and venue would be announced later on), the bid prices, discounts

(if any), and the presence or absence of requisite bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

24.3 The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

25. Clarification of Bids

25.1 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 bid like indication of Make/Model/Brand etc. shall be sought, offered, or permitted.

26. Preliminary Examination

26.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

26.2 In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

26.4 Prior to the detailed evaluation, pursuant to ITB Clause 26 the Procuring Agency shall determine the substantial responsiveness of each bid to the Standard Bidding Documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Standard Bidding Documents without material deviations. Deviations from, or objections or reservations to critical provisions 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.

26.5 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.

27. Evaluation and Comparison of Bids

27.1 The Procuring Agency shall evaluate and compare the bids on the basis of Tender File No., which have been determined to be substantially responsive, pursuant to ITB Clause 24.

27.2 All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 28) and other terms and conditions set forth in these Standard Bidding Documents.

27.3 In case of procurement on DDP basis, the price shall be given into Pak Rupees in pursuant to ITB Clause 13.

27.4 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.

28. Evaluation Criteria

28.1 For the purposes of determining the lowest evaluated bid, factors other than price such as previous performances, previous experience, technical capabilities, financial soundness and such other

details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration and these should be available with the bidder. The following evaluation factors/ criteria will be employed on **technical proposals**.

28.2 Technical Evaluation Criteria:

28.2.1 For evaluation of bids, **Knocked Down Criteria** will be applied. The bids conforming to the specifications and pre-requisite conditions indicated in specification will be considered for further technical evaluation.

28.2.2 Submission of Original Purchase Receipt of tender.

28.2.3 FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONERY GENERAL ITEMS AND PHRAMACOPIAL REFERENCE BOOKS for the Financial Year 2021-22 must contain Lot No. mentioned on each peace.

28.2.4 An affidavit from bidder shall be submitted on stamp paper of Rs.50.00 stating that their firm (s) has not been blacklisted by any of the Federal and Provincial Government or organizations of the State / Central Government in Pakistan in the past three years.

28.2.5 Bidders are required to submit the following information in the following format along with documentary evidence as under.

28.2.6 KNOCK DOWN CRITERIA

Part-I

Sr.#	Evaluation Parameter
1	Original Tender Purchase Receipt along with Standard Bidding Documents (with sign and stamp) with CNIC copy
2	An affidavit on stamp paper of Rs.50.00 submitting that the firm is not blacklisted.
3	Bid Security in the shape of CDR
4	Income Tax Certificate
5	PST Certificate/ GST Certificate
6	Company profile including managerial capability.
7	Bidder past performance with any well-known public/private institution. (At least 5 purchase or supply order)

Part-II

Sr.#	Evaluation Parameter
1	Technical Offer with complete detail of quoted item, unit, quantity, Specifications, Brand name, manufacturer & country of origin.
2	Quoted items conform to require specification (for every individual item)
3	At least three years past experience of firm in stationery and general items.
4	Sample must be submitted for all items however procuring agency may waive off sample if: Sample is too costly Sample is of large size No extra Payment will be provided for samples but rejected/un awarded samples may be returned to the bidder

NOTE: The bid not complying with any of these criteria can be rejected by the procuring agency.

28.2.7

a) Profile of the Bidder

Sr. No.	Particulars
1.	Name of the company
2.	Registered Office
	Address
	Office Telephone Number

STANDARD BIDDING DOCUMENT
FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONERY, GENERAL ITEMS AND PHARMACOPOEIAL REFERENCE
BOOKS FY 2021-22.

	Fax Number	
3.	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
4.	Local office if any	
	Address	
	Office Telephone Number	
	Fax Number	
5.	Bid Signing Authority	
	Name	
	Address	
	Personal Telephone Number	
	C.N.I.C. No.	
	Please enclose Authorization or Power of Attorney to sign and submit the Bid.	
6.	Address for communication under the current Bidding	
7.	Registration Details	
	NTN Registration Number	
	GST paid during last year.	
	Banker's Name, Address and Account Numbers	

b) Bid Security

Sr. No.	Particulars	Please furnish details
1.	Name of the Bank	
2.	CDR / Bank Guarantee No.	
3.	Date	

c) Details of Balance Sheet (last three years)

Sr. No.	Audited Balance Sheets	
1.	2019-20	
2.	2018-19	
3.	2017-18	
4.	Please enclose audited annual balance sheets.	

d) Details about Income Tax (last three years)

Sr. No.	Audited years	
1.	2019-20	
2.	2018-19	
3.	2017-18	
4.	Please enclose Income Tax Returns	

e) Details about Annual Turnover (last three years)

Sr. No.	Audited years	
1.	2019-20	
2.	2018-19	
3.	2017-18	

28.4 Financial proposals would be evaluated as follows:

- i) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location or as per advertised schedule for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
- ii) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the

technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of technically non-responsive Bidders shall be returned unopened). These financial proposals shall be then opened, and the total prices read aloud and recorded.

iii) Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.

iv) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.

v) The bidders will quote the respective Price Schedules on DDP basis in Pak Rupees.

Contacting the Procuring Agency

28.3 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 Contract is awarded.

28.4 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

29. Rejection of Bids

29.1 The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

29.2 The Procuring Agency shall communicate to any Bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

29.3 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 29.1 towards Bidders who have submitted bids.

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

30. Re-Bidding

30.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 31, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

30.2 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.

31. Announcement of Evaluation Report

31.1 The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

Award of Contract

32. Acceptance of Bid and Award criteria

32.1 The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government, shall be awarded the Contract, within the original or extended period of bid validity for complete Tender File No.

33. Procuring Agency's right to vary quantities at time of Award

33.1 The Procuring Agency reserves the right at the time of Contract award to increase or decrease, the quantity of goods originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

34. Limitations on Negotiations

34.1 Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the PPRA.

35. Notification of Award

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

35.2 The notification of Award shall constitute the formation of the Contract.

36. Signing of Contract

36.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form provided in the Standard Bidding Documents, incorporating all agreements between the Parties.

36.2 Within 14 days of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract. The Procuring Agency shall issue Purchase Order on the same date of signing of Contract after ensuring the submission of Bank Security for execution of the contract by the Contractor. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their Bid Security/ Earnest Money/ Contract Security to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for three years for future participation. In such situation, the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

37. Performance Guarantee

37.1 On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be 5% of the contract amount to be submitted within the 14 days after the issuance of Advance Acceptance of Tender. The performance security shall be deposited in the shape of Deposit at Bank Guarantee.

37.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Clause 38.1 shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

38. Schedule of Requirements

38.1 Free delivery to Consignee's end (DDP) basis:

MODE OF PENALTY	DELIVERY OF 100% QUANTITY AS PER PURCHASE ORDER
Without Recovery of Late Delivery Charges	45 days or earlier

With Recovery of Late Delivery Charges @ 0.067 % per day	After 45 days
Maximum Rate of Late Delivery Charges	Maximum limit of <i>Late Delivery Charges</i> is 60 days, after which supply order may be cancelled by Procuring agency.
Risk Purchase	After expiry of prescribed delivery period the Procuring Agency may proceed for risk purchases (at the risk & cost of bidder) to ensure the un-interrupted analytical services.

39. Redressal of grievances by the Procuring Agency

39.1 The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

39.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report under rule 67.

39.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

39.4 Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

39.5 Any bidder not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant Fora.

B. 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 Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b.** “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c.** “The Goods” means Laboratory Equipment and other items, which the Supplier is required to supply to the Procuring Agency 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 Institute, Insurance, transportation of goods up to the desired destinations, commissioning, training 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 the Special Conditions of Contract.
- g.** “The Procuring Agency” means the Director, Drugs Testing Laboratory, Punjab, Lahore.
- h.** “The Procuring Agency’s Country” is the country named in SCC.
- i.** “The Supplier” means the individual, firms, or joint venture supplying the goods under this Contract.
- j.** “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.

2.2 Alternative pack size can be quoted if required pack size is not available but in that case, the Technical Evaluation /rate will be computed with reference to the required pack size

2.3 Financial evaluation will be done by comparing each item separately.

3. Use of Contract Documents and Information

3.1 The Supplier without the Procuring Agency's prior written consent shall not, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person 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 as far as may be necessary for purposes of such performance.

3.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

3.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

4. Patent Rights

4.1 The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

5. Ensuring Storage/ Installation Arrangements

5.1 To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. In case the Supplier abides by the given period, he shall not be penalized for delay.

6. Inspections and Tests

6.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

6.2 The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.

6.3 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7. Physical Examination/ Inspection of Goods

7.1 The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved sample as decided by the Procuring Agency.

7.2 The Inspection Team will be designated by the Procuring Agency, which will inspect each of the equipment/ goods as per contracted specifications and installation protocols recommended by the manufacturers.

8. Delivery and Documents

8.1 The Suppliers, in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods, the details of original documents to be furnished by the Supplier are as follows;

8.2 All deliveries will be accepted only after satisfactory physical inspection by the physical inspection committee. If not found according to the specification, will be rejected and the firm will be responsible to replace it in accordance to the specification within 7 days from the date of rejection / rejected items will be confiscated and destroyed.

9. Insurance

9.1 The goods supplied under the Contract shall be Delivered Duty Paid (DDP) and insurance shall be paid by the bidder if any.

10. Transportation

10.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

10.2 Transportation including loading/ unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract.

11. Incidental Services

11.1 The Supplier shall be required to provide all the incidental service charges and the cost of such incidental services include in total Contract price.

11.2 The Procuring Agency will not pay any extra amount against any expenditure incurred on it, as the Contract shall be construed as fixed amount Contract and includes all costs.

11.3 The Procuring Agency will provide all the necessary documentations for facilitation but no amount to be given in any case except the Contracted amount.

11.4 All Custom Duties, if any, Octroi, Clearing Charges, transportation etc. will be borne by the Contracting firm. However, Procuring Agency will provide all necessary documents for facilitation but no amount to be given in any case except the Contracted amount.

12. Expiry/Shelf Life

12.1 The shelf life must be at least 75%. The Lower limit of the shelf life must be up to 70% with imposition of 1% penalty charges of actual shortfall in shelf life, and shelf life below 70% will not be acceptable. **(If Applicable)**.

13. Payment

13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC. The currency of payment is Pakistan Rupees, which will be paid after installation and satisfactory report by the Inspection Committee for Delivered Duty Paid (DDP) / free delivery at the consignee end.

13.2 Partial payment against Partial delivery is allowed if delivered quantity is more than 50% of order quantity.

14. Prices

14.1 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 expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

15. Contract Amendments

15.1 No variation in or modification of the terms of the Contract shall be made.

15.2 No variation in finalized Brands/ Makes/Models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

16. Assignment

16.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

17. Subcontracts

17.1 The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract except the firms involved in the Joint Venture/ Consortium.

18. Delays in the Supplier's Performance

18.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

18.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.

18.3 Except as provided under GCC Clause 7.2, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 21, unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the application of liquidated damages.

19. Penalties/Liquidated Damages

19.1 In case of late delivery beyond the presented period, penalty as specified in SCC shall be imposed upon the Supplier/ Manufacturer. The above Late Delivery (LD) is subject to GCC Clause 19, including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 21.

19.2 If the firm provide substandard item and fail to provide the item, the payment of risk purchase (which will be purchased by the indenter) the price difference shall be paid by the Firm.

20. Termination for Default

20.1 The Procuring Agency, 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 Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 8.2; or

- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: “**corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution, “**fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice 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.

21. Force Majeure

21.1 Notwithstanding the provisions of GCC Clauses 19, 20 and 21 the Supplier shall not be liable for forfeiture of its Performance Guarantee/ Bid Security, or termination/ blacklisting 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. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to miss planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted by the Director, Drugs Testing Laboratory, Punjab, Lahore for redressal of grievances shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, 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.

22. Termination for Insolvency

22.1 The Procuring Agency may terminate the Contract at any time 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.

23. Arbitration and Resolution of Disputes

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

23.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the arbitrator.

23.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary, Government of the Punjab, P&SHD Lahore shall act as arbitrator. The decisions of the Arbitrator shall be final and binding on the Parties.

24. Governing Language

24.1 The Contract shall be written in English language. Subject to GCC Clause 27, 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.

25. Applicable Law

25.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

26. Notices

26.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address specified in SCC.

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

C. SPECIAL CONDITIONS OF CONTRACT (SCC)

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

1. General:

1.1. Payment

1.1.1 The detail of items has been indicated for execution. The amount of items will be paid on submission of the following documents:

- a) Three original and two copies of the Supplier's Invoice showing "purchaser" as the Director, Drugs Testing Laboratory, Punjab, Lahore, the Contract No., Goods description, quantity, unit price and total amount. Invoice must be signed in original stamped or sealed with company stamp or seal.
1. The goods supplied by them are strictly in conformity with the specifications stipulated in the contract.
2. The goods have been packed and marked suitable for transport by Sea, Rail, Road and Air in terms of the contract.
3. The stores supplied by them are brand new and free from any material or manufacturing defects.
4. Manufacturer's test certificate in respect of each consignment.

2. Packing & Marking

2.1 Packing: Usual export packing to ensure safe journey up to the site of consignee.

2.2 Marking: Each packing should be clearly marked in suitable size in bold letters as per requirement.

3. Place of Delivery

3.1 Drugs Testing Laboratory, Punjab, 1-Birdwood Road, Lahore.

4. Correspondence Addresses

PROCURING AGENCY:

CONTRACTING FIRM:

STANDARD BIDDING DOCUMENT
FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONERY, GENERAL ITEMS AND PHARMACOPOEIAL REFERENCE
BOOKS FY 2021-22.

Director, Drugs Testing Laboratory, Punjab, Lahore. _____
Tel: 042-37425494 _____

PERFORMANCE GUARANTEE FORM

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

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

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

In addition, 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 _____, 2021.

Signature and Seal of the Guarantors/Bank

Address

Date

NOTE:

1. The contract will be signed/ issued after submission of this Performance Security.
2. The firm may submit the Performance Guarantee for the Tender File.

**CONTRACT FORM
AGREEMENT**

With reference to Advance Acceptance letter No. _____, dated _____, this Contract is made at Director, Drugs Testing Laboratory, Punjab, Lahore on Date _____, between Director, Drugs Testing Laboratory, Punjab, Lahore (hereinafter referred to as the "Purchaser") of the First Part; and M/s _____ 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 _____ being the Manufacturer / authorized Supplier / authorized Agent of _____ (Awarded Item's name / TE Nos.)

_____ in Pakistan and ancillary services offered to supply the required item(s); and whereas, the Purchaser has accepted the bid by the supplier;

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) The Schedule of Requirements. Annex-A
- b) The Technical Specifications and Ancillary Services. Annex-B
- c) The Price Schedule submitted by the Bidder. Annex-C
- d) The Purchaser's Notification of Award. Annex-D
- e) The General Conditions of Contract. Annex-E

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 the Fiscal Year 2021-22 and if the authority deemed it necessary, for a further extension period of three months.

4. The Supplier Declares as Under:

- i. M/s _____ 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, M/s _____ 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 inters, privilege or other obligation or benefit in whatsoever

form from Government of Punjab, except that which has been expressly declared pursuant hereto.

- iii. M/s _____ certifies that he 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. M/s _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.
- v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, M/s _____ agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____ 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. The Secretary PSHD Lahore 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.
- vii. The supplier accepts that the said Contract shall be governed by the Punjab Procurement Regulatory rules 2014 and the Bidding Documents of the Procuring Agency including any provisions agreed by both the parties during finalization of this contract and included / made part of this agreement. Moreover, in case of conflict between the Bidding Documents and Contract Agreement the later shall take precedence and shall be considered final.

5. Items to be Supplied & Agreed Unit Cost:

- i. M/s _____ 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 item supplied shall strictly conform to the Schedule of Requirements (Annex-A) and to the Technical Specification (Annex-B) prescribed by the Purchaser against 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

6. Expiry/Shelf Life

- a. The shelf life must be at least 75%. The Lower limit of the shelf life must be up to 70% with imposition of 1% penalty charges of actual shortfall in shelf life, and shelf life below 70% will not be acceptable. **if applicable**
- b. All deliveries will be accepted only after satisfactory physical inspection by the physical inspection committee. If not found according to the specification, will be rejected and the firm will be responsible to replace it in accordance to the specification within 7 days from the date of rejection / rejected items will be confiscated and destroyed.

7. Payments:

The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and, 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.

8. Mode of Payment:

All payments to the Supplier shall be made through Crossed Cheque issued in the name of M/s _____.

9. Payment Schedule:

All payments to the Supplier shall be made upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities within reasonable time of two months or otherwise depending on the availability of budget in the relevant Head of Accounts.

10. Performance Guarantee:

- i. The Supplier, within 14 days of signing of this contract, shall provide to the Purchaser a Performance Guarantee equivalent to 05% of the total 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.
- ii. Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.
- iii. Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.

11. Penalties / Liquidated Damages:

- i. Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated period specified in 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 Guarantee / Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii. If the Supplier fails to supply the whole consignment, the entire amount of Performance Guarantee / Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- iv. The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
- v. In case of late 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.

The penalty on account of shelf life shortage shall be imposed as detailed under Technical Specifications and Ancillary Services.

12. Price Reasonability Certificate The supplier shall certify on judicial stamp paper that the prices quoted to Drugs Testing Laboratory, Punjab, Lahore against the items mentioned at Sr. No(s). _____ are not more than the prices charged from any purchasing organization in the country and in case of discrepancy the bidder thereby undertakes to refund the price charged in excess.

13. Notices:

For the Purchaser:

Name of Office: Drugs Testing Laboratory, Punjab, Lahore

Name of Officer: Director, Drugs Testing Laboratory, Punjab, Lahore

Postal Address: 1, Birdwood Road, Lahore, Pakistan

Telephone No: 042-37425494

For the Supplier:

Name of Office: _____

Name of Officer: _____

Postal Address: _____

Telephone number, indicate country and city code _____

Facsimile or cable number or e-mail address: _____

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 Purchaser.

**Signed/Sealed for the Manufacturer
Authorized Supplier / Authorized Agent.**

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Witness 1:

Witness 2:

Signature:

Signature:

Name:

Name:

BID FORM

Date: _____ 2021.
IFB No. **DTL-T-SGI-07/2021-22.**

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

Respected Sir/Madam,

Having examined the Standard Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Standard Bidding Documents for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* 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, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of [number] days from the date fixed for bid opening under ITB Clause 15 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.

We understand that you are not bound to accept the lowest or any bid you may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of bidder (if none, state "none")."	Amount (Rs).
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Dated this ___ day of _____, 2021.

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

PRICE SCHEDULE

(For the Tender File to be supplied on free delivery basis)

Tender File No.

Name of Item:

Name of Bidder:

Name of Item (as per Tender File No.)	Brand Name	Model	Pack	Qty.	Unit Price	Total Cost

Sign and Stamp of Bidder: _____

NOTE: In case of discrepancy between unit price and total, the unit price shall prevail.

Letter of Intention

Tender File No: _____

Date of the Opening of Bids: _____

Name of the Contract: *[FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONERY
GENERAL ITEMS AND PHRAMACOPIAL REFERENCE BOOKS for the Financial Year 2021-22].*

To: [Name and address of Procuring Agency]

Dear Sir/Madam,

Having examined the Standard Bidding Documents, including Addenda Nos. *[insert Number & 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 Standard Bidding Documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

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

If our bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the Standard Bidding Documents.

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 15 &16 of the Standard 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]*

AFFIDAVIT

I / we, the undersigned solemnly state that:

- 1) We have read the contents of the Standard Bidding Documents and have fully understood it.
- 2) The bid being submitted by the undersigned complies with the requirements enunciated in the Standard Bidding Documents.
- 3) The goods that we propose to supply under this contract are eligible goods within the meaning of clause 16 of the ITB.
- 4) The undersigned are also eligible bidders within the meaning of clause 15 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 of racing debarment from any government, or its organization or project.

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

Signed:

NOTE: This affidavit must be submitted on Rs.50.00 Stamp Paper along with Technical Proposal.

Item No 01: General Items

Sr. No	Item Name	Specifications	Quantity	Estimated price
1	Blue Shopping Bags	10x13, fine quality	50	5324
2	Blue Shopping Bags	18x21, fine quality	50	10300
3	Extension lead	6 port, overload protection, suitable for all types of plugs	12	24000
4	Chlorxylenol liquid	1 litre	50	60000
5	Dry mope	High Quality Plastic Mop Holder, Cotton Handle with Grip, Light in weight, Easy to use	12	3240
6	SS Dustbin	Easy to clean, Corrosion Free, Good material strength, Sturdy and Light weight	12	25500
7	Hand Wash	Antibacterial, antiseptic, skin friendly, safe to use, bottle of 250ml or less, rate will be calculated per ml (provide sample)	200	67000
8	Harpic 10X or equivalent	500ml	50	11692.5
9	Duster	Good Quality, dust absorbable	20	3740
10	Lemon Max vim powder	900g	20	2000
11	Phenyl	3 liter	30	3570
12	Tissue Roll	Soft, lint free, white colored	1000	66000
13	Tissue Hijean or equivalent	Soft, lint free, white colored	1000	90000
14	Yellow poly bags	durable as per sample	250	56250
15	Aluminium foil	Diamond or equivalent	50	19500
16	Dust bin poly bags	As per Sample	100	24900
17	Wiper	As per Sample	12	4200
18	Carton	Good Quality, Size as per Sample	400	40000
19	Tissue Box	Soft, lint free, white colored	300 Box	45000
20	Glassware Cleaning Brush	Having fan tip	12 Unit	5400

STANDARD BIDDING DOCUMENT
FRAMEWORK CONTRACT FOR PROCUREMENT OF STATIONERY, GENERAL ITEMS AND PHARMACOPOEIAL REFERENCE
BOOKS FY 2021-22.

Sr. No	Item Name	Specifications	Quantity	Estimated price
21	Syringe cutter	Needle Cutter with Sharp Stainless Steel Blade having Stainless Steel/plastic Jar for cutting Needles and Syringes As per approved sample	12 units	7200
22	Ampule opener	Medical Vial breaker Ampoule opener	6	6000
23	Calculators	14 digits	20	12000
24	SOP Holders	As per sample	20	10000
25	SS Racks	Height-84" =07 Feet Length-36"=03 feet Width- 18"=1.5 feet As Per Sample	20	300000

ITEM NO 02: STATIONERY

Sr. No	Item Name	Specifications	Quantity	Estimated Price
1	Green Box files	3 inch	300	55500
2	Stapler pins	Dollar or equivalent	40 packs	1040
3	Damper	Standard size	2	198
4	Non window envelop	As per sample	5000	8000
5	window envelop	As per sample	15000	30000
6	Gel Pen Blue	Antibacterial, antiseptic, skin friendly, safe to use, bottle of 250ml or less, rate will be calculated per ml (provide sample)	10 Packs	8000
7	Gel Pen Black	500ml	10 Packs	8000
8	A4 Paper Ream	A4 (210 x 297mm) 80g Smooth surface; 500 sheets	300	221400
9	Small size Envelope with window for Dispatch	As Per Sample	10000	16000
10	Paper Cutter	High Quality Color: Colored	12	290.4
11	Scotch Tape	1" High Quality Good Adhesive Property	300	10890
12	Pin Opener	Plastic cover with finger grip.	24	1164
13	Scotch Tape	2 Inch	50	3700
14	Scotch Tape	3 Inch	50	4850
15	Desktop Ballpoint Pen / Table Pen Refill	Compatible M&G	10 Packs	560
16	Cell AA	Toshiba or equivalent	160	2560
17	Equipment Printer Roll 2.5 inch	As per sample	200	80000
18	Equipment Printer Roll 4.5 inch	As per sample	10	4500
19	Cell AAA	Toshiba or equivalent	200	5000
20	Staple Pins	Size: 26/4, 1000 staples/pack	100	2500
21	Barcode Printer Ribbon	Compatible with GK888T/As per sample	30	45000
22	Gum Stick	21g	300	105000

ITEM NO 03: Pharmacopoeial Reference Books

Sr. No	Item Name	Specifications	Quantity	Estimated Price
1	United State Pharmacopeia 2022	USP-NF 2022 Online Access of 20 Users	01	300000
2	British Pharmacopeia 2022	Original Printed copy of all volumes including veterinary. One Online Access of British Pharmacopeia 2022 One Offline Access of British Pharmacopeia 2022	01	350000
3	EUROPEAN PHARMACOPOEIA 10th EDITION	Original Book (2022) One Online Subscription	01	138000
4	Pantone reference Book for Color Identification	Updated Reference book	01	270000
5	United Pharmacopeia 2021 Archive	United Pharmacopeia 2021 Archive	01	200000

Item No 04: Form-7 Pass Reports

Sr. No	Item Name	Specifications	Quantity	Estimated Price
01	Security featured printed Form -7	Security featured printed form-7, (PASS REPORT) Printed on 90 GSM imported Paper MCF/UVL Laser reverse barcode 7-D hologram, OCI Numbering (Numerical & Barcode) on each sheet legal size As per sample	48000 Sheets (12000 Form-7) in Quadruplet 12000x4	1,002,456