Government of Khyber Pakhtunkhwa
Health Department
Directorate General Health Services,
Khyber Pakhtunkhwa Peshawar

Bid Solicitation Documents (BSD)

For National Competitive Bidding
Pakistan

For

SELECTION AND RATE CONTRACTING OF DRUGS / MEDICINES, MEDICAL DEVICES, SURGICAL DISPOSABLES & NON-DRUG ITEMS

FOR THE FINANCIAL YEARS 2024-25

MEDICINE COORDINATION CELL (MCC)

MAY 2025

PART ONE (UNCHANGEABLE)

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

Preface

These Bidding Documents have been prepared for use by procuring agencies and their implementing agencies in the procurement of goods through National Competitive Bidding (NCBs) as well International Competitive Bidding (ICBs) vide 41(g) KPPRA Rules 2014.

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which would remain the same for every procurement and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which is further organized into six sections. Sections I, II, III, IV, and V, respectively contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while Section VI is about Sample Forms.

This is Part one which is fixed and contains provisions which are to be used unchanged. Each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents.

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Part One - Section I.

Instructions to Bidders

Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II (Bid Data Sheet) consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

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Instructions to Bidders

A. Introduction

1. Source of Funds	1.1	The Procuring agency has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
	1.2	The funds referred to above in addition shall be "Public Fund" which according to 2 (l) of KPP Rules 2014 means (i) Provincial Consolidated Fund; (ii) Foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
	1.3	Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
2.Eligible Bidders	2.1	This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP Rules, 2014 and its Bidding Documents except as provided hereinafter.
	2.2	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 consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules, 2014.
3. Eligible Goods and Services	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	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. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding	4.1	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.
B. The Bidding Documents		
5. Content of Bidding Documents	5.1	The bidding documents include: a) Instructions to Bidders (ITB) b) Bid Data Sheet c) General Conditions of Contract (GCC) d) Special Conditions of Contract (SCC) e) Schedule of Requirements f) Technical Specifications g) Bid Form and Price Schedules h) Bid Security Form i) Contract Form j) Performance Security Form k) Manufacturer's Authorization Form
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
6. Clarification of Bidding Documents	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Document's clarification of the bidding documents which it receives no later than three working 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 of inquiry) will be sent to all interested bidders that have received the bidding documents.
7. Amendment of 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 interested Bidder, may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
	7.3	In order to allow interested 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.
C. Preparation of Bids		
8. Language of Bid	8.1	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 another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. Documents Comprising the Bid	9.1	The bid prepared by the Bidder shall comprise the following components: a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12. b) Documentary evidence established in accordance with ITB Clause 13 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 14 that the

		goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and Bid security furnished in accordance with ITB Clause 15.
10. Bid Form	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.
11. Bid Prices	11.1	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
	11.2	Prices indicated on the Price Schedule shall be Delivered Duty Paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
	11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above 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.
	11.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
12. Bid Currencies	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder's	13.1	Pursuant to ITB Clause 9, 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.
Eligibility and Qualification	13.2	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 from an eligible country as defined under ITB Clause 3.
	13.3	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, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country. b) that the Bidder has the financial, technical, and production capability necessary to perform the contract. c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Documents Establishing Goods' Eligibility Conformity to Bidding Documents	14.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
	14.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	14.3	The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

		a) a detailed description of the essential technical and performance characteristics of the goods; b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and c) an item-by-item commentary on the procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviation, and exceptions to the provisions of the Technical Specifications.
	14.4	For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
15. Bid Security	15.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
	15.2	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 15.7.
	15.3	The bid security shall be in Pak. Rupees 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 and valid for thirty (30) days beyond the validity of the bid; or b) Irrevocable encashable on-demand Bank call-deposit.
	15.4	Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 24.
	15.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
	15.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
	15.7	The bid security may be forfeited: a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) in the case of a successful Bidder, if the Bidder fails: (i) to sign the contract in accordance with ITB Clause 32; or to furnish performance security in accordance with ITB Clause 33.
16. Period of Validity of Bids	16.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
	16.2	In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid	17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
	17.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	17.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
D. Submission of Bids		
18. Sealing and Marking of Bids	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
	18.2	The inner and outer envelopes shall: a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.
19. Deadline for Submission of Bids	19.1	Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid data sheet.
	19.2	The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the 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 will thereafter be subject to the deadline as extended.
20. Late Bids	20.1	Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
21. Modification And Withdrawal of Bids	21.1	The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
	21.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
	21.3	No bid may be modified after the deadline for submission of bids.
	21.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

		E. Opening and Evaluation of Bids
22. Opening of Bids by the Procuring Agency	22.1	The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
	22.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
	22.3	Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
	22.4	The Procuring agency will prepare minutes of the bid opening.
23. Clarification of Bids	23.1	During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
24. Preliminary Examination	24.1	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.
	24.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
	24.3	The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	24.4	Prior to the detailed evaluation, pursuant to ITB Clause 25 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 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. 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.
	24.5	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 nonconformity.
25. Evaluation and Comparison of Bids	25.1	The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	25.2	The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.3	The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB

		Clause 25.4: a. incidental costs b. delivery schedule offered in the bid; c. deviations in payment schedule from that specified in the Special Conditions of Contract. d. the cost of components, mandatory spare parts, and service; e. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid; the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or g. other specific criteria indicated in the Bid Data Sheet and/or In the Technical Specifications.
	25.4	For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet: a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination. b. Delivery schedule. i. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery. or ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. or iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule. c. Deviation in payment schedule: i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder. or ii. The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the

		bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet. d. Cost of spare parts. i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price. or ii. The Procuring agency will draw up a list of high- usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price. or iii. The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation. e. Spare parts and after sales service facilities in the Procuring agency's country. The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price. f. Operating and maintenance costs. Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications. g. Performance and productivity of the equipment. i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications. or ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications. h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications. The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications

Alternative	25.4	25.4 Merit Point System:	
		The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.	
		[In the Bid Data Sheet, choose from the range of]	
		Evaluated price of the goods	60 to 90
		Cost of common list spare parts	0 to 20
		Technical features, and maintenance and operating costs	0 to 20
		Availability of service and spare parts	0 to 20
		Standardization	0 to 20
		Total	100
		The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.	
26. Contacting the Procuring Agency	26.1	Subject to ITB Clause 23, 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. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.	
	26.2	Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.	
F. Award of Contract			
27. Post- qualification	27.1	In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.	
	27.2	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.	
	27.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.	
28. Award Criteria	28.1	Subject to ITB Clause 30, 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 further that the Bidder is determined to be qualified to perform the contract satisfactorily.	
29. Procuring agency's Right to Vary Quantities at Time of Award	29.1	The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.	

30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids	30.1	The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
31. Notification of Award	31.1	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 cable, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2	The notification of award will constitute the formation of the Contract.
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
32. Signing of Contract	32.1	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.
	32.2	Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
33 Performance Security	33.1	Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
34. Corrupt or Fraudulent Practices	34.1	The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder: 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. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

	34.2	Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
35. Integrity Pact	35.1	The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

Part One - Section II.

General Conditions of Contract

Notes on the General Conditions of Contract (GCC)

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

Table of Clauses

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 Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. c. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract. d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. e. "GCC" means the General Conditions of Contract contained in this section. f. "SCC" means the Special Conditions of Contract. g. "The Procuring agency" means the organization purchasing the Goods, as named in SCC. h. "The Procuring agency's country" is the country named in SCC. i. "The Supplier" means the individual or firm supplying the Goods and 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 Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC.
	3.2	For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract	5.1	The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan,

Documents and Information; Inspection and Audit by the Government		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 so far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the 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.
	5.4	The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
6. Patent Rights	6.1	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 Procuring agency's country.
7. Performance Security	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	7.3	The performance security 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 check
	7.4	The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
8. Inspections and Tests	8.1	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. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

	8.4	The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9. Packing	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional. requirements, if any, specified in SCC, and in any subsequent Instructions ordered by the Procuring agency.
10. Delivery and Documents	10.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility.
12. Transportation	12.1	The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13. Incidental Services	13.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and / or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
14. Spare Parts	14.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

		a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and b. in the event of termination of production of the spare parts: i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; ii. Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.
16. Payment	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring agency, but in no case later than Ninety (90) days after submission of an invoice or claim by the Supplier.
	16.4	The currency of payment is Pak. Rupees.
17. Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
18. Change Orders	18.1	The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

		a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency; b. the method of shipment or packing; c. the place of delivery; and/or d. the Services to be provided by the Supplier.
	18.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.
19. Contract Amendments	19.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	20.1	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.
21. Subcontracts	21.1	The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the 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.
	22.3	Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	23.1	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the 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 delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1	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 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 22; 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 Borrower, 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 Borrower of the benefits of free and open competition.
	24.2	In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, 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.
	25.2	For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	25.3	If a Force Majeure situation arises, the Supplier 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 Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26. Termination for Insolvency	26.1	The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.
27. Termination for Convenience	27.1	The Procuring agency, by written notice sent to the Supplier, 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 Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	27.2	The Goods that are complete and ready for shipment within thirty (30) days

		after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect: a. to have any portion completed and delivered at the Contract terms and prices; and/or b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Resolution of Disputes	28.1	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.
	28.2	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 for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
29. Governing Language	29.1	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.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Government of Khyber Pakhtunkhwa

Health Department

Directorate General Health Services
Khyber Pakhtunkhwa Peshawar

Bid Solicitation Documents

For National Competitive Bidding
Pakistan

For

SELECTION AND RATE CONTRACTING OF DRUGS / MEDICINES, MEDICAL DEVICES, SURGICAL DISPOSABLES & NON-DRUG ITEMS

FOR THE FINANCIAL YEARS 2024-25

MEDICINE COORDINATION CELL (MCC)

MAY 2025

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Forms
- Eligibility

Preface

These Bidding Documents have been prepared for use by procuring agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

a. Specific details, such as the "name of the Procuring agency" and "address for bid submission," should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

b. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.

c. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.

d. The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.

e. Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.

f. The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

PART TWO (CHANGEABLE PART)

- Table of Contents

Part Two
Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) (www.kppra.gov.pk), Health Department (www.healthkp.gov.pk) and (www.dghskp.gov.pk) by allowing at least fifteen days for NCB for bid preparation and submission.

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Bid Solicitation Documents (BSD), the Invitation for Bids also indicates the important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) so that the bidders should give their best and final prices. For negotiation on price, KPPRA amendments notification No. SO (A)/FD/1-40/2022, KPPRA Rules 2014, dated 17-08-2022 will be followed, when required.

The Invitation for Bids is incorporated into these Bid Solicitation Documents (BSDs). The information contained in the Invitation for Bids (IFB) conforms to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION FOR BIDS

GOVERNMENT MEDICINE COORDINATION CELL, DIRECTORATE GENERAL HEALTH SERVICES, KHYBER PAKHTUNKHWA, PESHAWAR

SELECTION AND RATE CONTRACTING (CONTRACT FRAME WORK AGREEMENT) OF DRUGS / MEDICINES, MEDICAL DEVICES, SURGICAL DISPOSABLES & NON-DRUG ITEMS FOR THE FY 2024-25

1. In compliance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Act, 2012 and KPPRA Rules, 2014, Government Medicine Coordination Cell (Govt. MCC), Directorate General Health Services (DGHS), Khyber Pakhtunkhwa, Warsak Road, Peshawar invites sealed bids from:

(i) Manufacturer/s and/or Importer/s of drugs/medicines authorized by the goods' Principal Manufacturer or producer for import/supply of the said quoted goods in Pakistan, registered as such with the Drug Regulatory Authority of Pakistan (DRAP) for the quoted item/s falling under The Drug Act 1976 & Rules framed there under; and

(ii) Manufacturer/s of Medical Devices in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed thereunder; and

(iii) Importer/s of Medical Devices, duly authorized by the goods Principal Manufacturer or producer to import / supply the said goods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act 2012 and Rules framed thereunder; and

(iv) Manufacturer/s of Non-Drug Items (NDIs) in Pakistan; and

(v) Importer/s of NDIs, duly authorized by the goods' Principal Manufacturer or producer for import / supply of the said quoted goods in Pakistan.

2. Manufacturer/s and/or Importer/s of various items interested to enter in this bidding competition must obtain separate application form from the office of the Director Govt. MCC, Directorate General Drug Control & Pharmacy Services (DG, DC&PS), 2nd Floor Block-B, Old FATA Secretariat, Warsak Road Peshawar on any working day on or before **(04:00 PM) Monday, 26th May 2025.** At the time of submission of the bid, the original receipt of non-refundable cash payment of Pak Rupees Five Thousand (Rs. 5000/-) per application form shall be submitted with technical bid. No Application Form shall be issued after **04:00 PM, Monday, 26th May 2025.**

3. Bidding competition under this advertisement shall be conducted through **Single Stage–Two Envelopes Bidding Procedure** as per KPPRA Act 2012 and Rules framed there under. Under this procedure, the bidders should submit the bids in two sealed envelopes of technical and financial bids, each of which must bear on them the clearly written words **'Government MCC Technical Bid 2024-25'** and **'Government**

MCC Financial Bid 2024-25' as well as the full and complete identification of the bidder along with its postal and email addresses and phone number/s on each of the respective envelope. Both these sealed and labeled envelopes should be placed inside another outer envelope of appropriate size which should also be sealed and should bear clearly written words "**Bid for Govt. MCC 2024-25**" along with the identification and contact details of the bidder.

4. The Bid Solicitation Documents, other than the application form mentioned above, for this bidding competition may be downloaded from the **www.kppra.gov.pk, www.healthkp.gov.pk** and **www.dghskp.gov.pk**.

5. A Pre bid meeting is scheduled to be held on **Wednesday 14th May, 2025 at 10:00 AM,** at the Committee room of Directorate General Drug Control & Pharmacy Services, Khyber Pakhtunkhwa, Warsak Road Peshawar in the following groups: **Manufacturer & Importers**. The bidders shall thoroughly study the Bid Solicitation Documents (BSDs) before the Pre-Bid meeting and bring their query(ies)/suggestion(s) to the forum for clarification/understanding and the same shall be submitted in written on or before the Pre-Bid.

6. Bidders must submit sealed bids to the office of Director Govt. MCC, DG, DC & PS, Block-B, Warsak Road Peshawar **on or before 10:30 AM (sharp) Tuesday, 27th May 2025**. Any bids presented / submitted / received later than this deadline or delivered to some office other than the above office, shall not be considered and shall be rejected without any further processing.

7. Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees Ten Hundred Thousand only (Rs.10,00,000/-) from each bidder in the shape of **Call Deposit Receipt (CDR)/ Bank Guarantee** in the name of the **Director General Health Services**, Khyber Pakhtunkhwa is required to be submitted in original along with the Financial Bid within its sealed envelope and shall be from the account of the firm/manufacturer/importer. A separate photocopy of the Bid Security being financial instrument should also be placed inside the sealed envelope of Technical Proposal. **Ordinary crossed or open Cheques shall not be acceptable as Bid's security**.

8. Quotation must be computer typed & printed; the Offered rate, Trade Price (TP) and Maximum Retail Price (MRP) must be written both in words & figures. All pages of the submitted bid shall be signed, numbered, and duly stamped by the authorized person of the bidding entity as mentioned in the BSDs.

9. The bidders are required to submit the unit prices **(Offered, TP and MRP)** of quoted items on the format as prescribed for financial bid in the Bid Solicitation Documents.

10. Quotations with cutting, erasing, and over-writing shall not be accepted to the extent of that particular quoted item.

11. To facilitate the data entry during bids processing, all bidders are required to submit the quoted product list as per the prescribed proformas in the approved Bid Solicitation Documents for this bidding competition, in

soft form in MS Excel format (and not on a CD, other software formats such as images (JPEG), and PDF) on a USB, duly labeled by a permanent marker with the name of bidder firm along with the words **'Government MCC 2024-25'**. The bidders must ensure that said USB is openable and readable. Moreover, in the same context, the bidders are also required to submit a hard copy of Tape bind booklet bid, having table of contents (Indexing with proper page number and contents mentioned in the start of bid and each page of the submitted bid shall be properly numbered, signed and stamped by the authorized person of the bidding entity).

12. Bidders are required and encouraged to offer the most competitive lowest price/s of their quoted item/s.

13. Bids will be opened by the Technical & Evaluation Committee of Government MCC at **11:00 AM (Sharp)** on **Tuesday, 27th May 2025** in the Committee Room of the Directorate General Drug Control & Pharmacy Services, Warsak Road, Khyber Pakhtunkhwa, Peshawar in the presence of bidders or their representatives (who choose to attend the bids opening process).

14. Bidders offering Medical devices, Surgical Disposables, Cotton and Related Goods, & Non-Drug Items are required to submit the sample(s) of their quoted products, along with the quoted product list, both in hard and soft form, to the office of Director Govt. MCC, in sufficient quantities (in 2 Separate Packages; one for DTL analysis and the other for end user evaluation) on the day of bid opening **(Tuesday) 27th May 2025 along with the submission of bids**. Sample/s submitted after the due date shall not be accepted and the same item/s will be considered non-responsive.

15. This bidding competition shall be carried out through the **KP-PPRA E-Pak Acquisition and Disposal System (EPADS)** vide S.R.O. (23)/Vol: 1-34/2024-25 dated 24-03-2025, for which the respective IDs shall be shared with the participant bidders along with the application form for bid submission.

16. The Directorate General Health Services, Khyber Pakhtunkhwa reserves the right to reject any or all the bids under Rule 47 (1) of KPPRA Rules, 2014.

Important Note: The technical bid must be a Tape bind booklet, having table of contents (indexing with proper page number and contents mentioned in the start of bid and each page of the submitted bid shall be properly numbered, signed and stamped by the authorized person of the bidding entity). Any bid which is submitted in box file, ring binding, wire binding, comb binding, coil binding, slide binding, velo binding, paper/card file, or unbind bid shall be rejected.

Director General Health Services
Directorate General Health Services, Khyber Pakhtunkhwa,
Warsak Road, Peshawar
Tel No: 091-9210269, 091-9211702
Email: mccdgdcps@gmail.com

Section II. Bid Data Sheet
BID DATA SHEET

ITB Ref.	Introduction/Description	Detail
ITB 1.1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Directorate General Health Services, Khyber Pakhtunkhwa, Peshawar through its notified committee's i.e., Selection & Rate Contracting Committee and Technical & Evaluation Committee.
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Not Applicable
ITB 1.1	Name of Project	Not Applicable
ITB 1.1	Name of Contract	Not Applicable
ITB 4.1	Name of Procuring agency.	Directorate General Health Services, Khyber Pakhtunkhwa, Peshawar through its notified committee's i.e., Selection & Rate Contracting Committee and Technical & Evaluation Committee.
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile, numbers.	Directorate General Health Services, Khyber Pakhtunkhwa, Peshawar Tel No: 091-9210269 (DGHS), 091-9211702 (MCC) Email: **mccdgdcps@gmail.com**
ITB 8.1	Language of the bid.	English
Bid Price and Currency		
ITB 11.2	Price quoted shall be:	Pakistani Rupees (Rs.)
ITB 11.5	The price shall be fixed	The price shall be fixed and valid till 30th June 2025.
Preparation and Submission of Bids		
ITB 13.3 (d)	Qualification requirements.	Note: The technical and financial bid shall be in conformity to Rule 39 (1) & (3) of the KPPRA Rules, any deviation from it, the bid shall be treated as non-responsive. **I.** Manufacturer/s and / or Importer/s of drugs / medicines authorized by the goods' Principal Manufacturer or producer for import / supply of the said quoted goods in Pakistan, registered as such with the Drug Regulatory Authority of Pakistan (DRAP) for the quoted item/s falling under The Drug Act 1976 & Rules framed there under; and **II.** **Manufacturer** of Medical Devices in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed there under; and **III.** **Importer/Indenter** of Medical Devices, duly authorized by the goods' Principal Manufacturer or producer to import / supply the said goods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act 2012 and Rules framed there under; and IV. **Manufacture**r of Non-Drug Items (NDIs) in Pakistan; and V. **Importer/Indenter** of NDIs, duly authorized by the goods' Principal Manufacturer or producer for import / supply of the said quoted goods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act

		2012 and Rules framed there under

ITB 14.3 (b)	Spare parts required for years of operation	Not Applicable
ITB 15.1	Amount of bid security.	Rs. 10,00,000/-
ITB 16.1	Bid validity period.	180 days from the date of opening of bids
ITB 17.1	Number of copies.	One (ORIGINAL BID)
ITB 18.2 (a)	Address for bid submission	Directorate General Drug Control and Pharmacy services (DGDC&PS), Old FATA Secretariat, Warsak Road, Peshawar
ITB 18.2 (b)	IFB title and number.	Selection and Rate Contracting (Contract Framework Agreement) of Drugs / Medicines, Medical Devices, Surgical Disposables & Non-Drug items for the year 2024-25.
ITB 19.1	Deadline for bid submission.	**On or before 10:30 AM (sharp) Tuesday, 27th May 2025**
ITB 22.1	Time, Date and Place for bid opening.	**11:00 AM (Sharp) on Tuesday, 27th May 2025 in the Committee Room of Directorate General Drug Control & Pharmacy Services, Old FATA Secretariat, Warsak Road, Peshawar**
Bid Evaluation		
ITB 25.3	Criteria for bid evaluation.	Merit Point Evaluation (Best Evaluated Bid). The items ranked highest in merit points (obtained through, and based on, technical and financial evaluation) will get unit rate central contract. (Section-V of these BSDs).
ITB 25.4 (a) **ITB 25.4 (b)**	One option only Delivery schedule. Relevant parameters in accordance with option selected.	Not Applicable
Option I **Option II** **Option III**	Adjustment expressed as a percentage, or adjustment expressed in an amount in the currency of bid evaluation, or adjustment expressed in an amount in the currency of bid evaluation.	Not Applicable
ITB 25.4 (c)(ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of spare parts.	Not Applicable

ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country.	Not Applicable
ITB 25.4 (f)	Operating and maintenance costs.	Not Applicable
ITB 25.4 (g)	Performance and productivity of equipment	Not Applicable
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications	As in section on Technical Evaluation of bids. The evaluation parameters of the quoted item/s may include, but not limited to, any or all of the methods including scrutiny of the bidding documents, physical inspection, examination, testing/using by the end user/s and or laboratory testing and/ or market survey including and not limited to both Public and Private Healthcare facilities, against any parameter/s, as deemed appropriate by the procuring Agency or any of its committees or sub-committees. Any discrepancy found during the market survey shall lead to disqualification of the firm/product (s). Physical Inspection of manufacturers and importers/indenters will be carried out through a uniform checklist/Performa. Facilitation to the inspection team for the purpose of physical inspection shall be the responsibility of the firm/(s). All the certifications from accredited bodies, as the case may be, shall contain the quoted product (s) in its scope, moreover the accredited body shall be authorized to certify the quoted product (s). In case of products having Multiple APIs/Raw material the marks for GD, CoA, APIs or Raw material Source accreditation will be awarded only where these documents are submitted for all ingredients/components of the quoted products For Example. Sitagliptin + Metformin, IV Cannula (Plastic and Needle etc.) In case the Supplier had been awarded marks in product evaluation parameter during the technical evaluation for API source accreditation for Drugs / Medicines, and for medical grade material certification for medical devices & Non-Drug Items, and for Pharmaceutical grade certification for immediate containers of Drugs/medicines shall warranty the supply of all such goods with the same certified quality, material and specification/s to the Purchasing Agency/ies throughout the validity period of contract agreement.
ITB 25.4 alternative	Specify the evaluation factors.	Not Applicable
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease.	The Procuring Agency in the capacity of being the overall head of the Government Medicine Coordination Cell, or otherwise has the authority to regulate, if deemed appropriate, under the provisions in ITB

		29.1 through imposing restrictions and / or classifying and / or grouping any selected quoted item/s for stopping, increasing or decreasing the purchase of such item/s by the Purchasing Agency/ies to rationalize and / or control the use and / or misuse of such item/s.

Section III. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

a. Information that complements provisions of Part one Section II must be incorporated.
b. Amendments and/or supplements to provisions of Part one Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

Section III. Special Conditions of Contract

Table of Clauses

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (c) The Goods are: **Drugs / Medicines, Surgical Disposables, Medical Devices & Non-Drug Items (NDIs)**

GCC 1.1 (g) **The Procuring Agency is:** Director General Health Services, Khyber Pakhtunkhwa being the overall head of Government Medicine Coordination Cell (MCC) Health Department Government of Khyber Pakhtunkhwa; and

The Purchasing Agency/ies include: District Health Officers, Medical Superintendents, and other Heads of the Primary, Secondary and / or Tertiary Level Health Care Institutions in the Health Department, Government of Khyber Pakhtunkhwa, including health related projects and / or vertical programs and / or interventions of / by the Health Department, Khyber Pakhtunkhwa and Healthcare Facilities of the Prisons throughout Khyber Pakhtunkhwa.

GCC 1.1 (i) The Supplier is: "the individual or firm supplying the Goods and Services under this Contract" and includes the following:

i) Manufacturer/s and / or Importer/s of drugs / medicines authorized by the goods' Principal Manufacturer or producer for import / supply of the said quoted goods in Pakistan, registered as such with the Drug Regulatory Authority of Pakistan (DRAP) for the quoted item/s falling under The Drug Act 1976 & Rules framed thereunder; and

ii) **Manufacturer/s** of Medical Devices in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed thereunder; and

iii) **Importer(s)/Indenter(s)** of Medical Devices, duly authorized by the goods' Principal Manufacturer or producer to import / supply the said goods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act 2012 and Rules framed thereunder; and

iv) **Manufacturer/s** of Non-Drug Items (NDIs) in Pakistan; and

v) **Importer(s)/Indenter(s)** of NDIs, duly authorized by the goods' Principal Manufacturer or producer for import / supply of the said quoted goods in Pakistan.

GCC 1.1 (j)—The Project Site is: **Director Govt. MCC, Directorate General Drug Control & Pharmacy Services, Warsak Road, Old Fata Secretariat Peshawar.**

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. Standards (GCC Clause 4): As mentioned in GCC clause 4.1**.**

4. Performance Security (GCC Clause-7)

GCC 7.1— The amount of performance security, as a percentage of the Contract Price, shall be: **Not Required.**

However, the bid security of Rs. 10,00,000/- from the successful bidders as received at the time of bids submission under GCC Clause 15, shall be retained by the Procuring Agency as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled. However, the warranty of the supplied goods, as issued by the Supplier under the clauses of contract agreement (Bid Form-7) and relevant applicable laws governing the nature of goods, e.g., the Drug Act 1976, The DRAP Act 2012 and rules framed there under shall remain in force and valid despite the discharge of Performance Security to the Supplier in accordance with GCC Clause-7 and 8.

5. Inspections and Tests (GCC Clause 8 and in accordance with the clauses of contract with the Procuring Agency)

GCC 8.1: When required, the Focal Person of the bidder will be informed on phone or through email to provide samples of the quoted items in sufficient/required quantity for examination, analysis at Provincial Drug Testing Lab (DTL) and/or physical evaluation by the MCC experts, end users, consultants etc., to the office of Government MCC at bidder's own risk and cost, and not later than, the time and date communicated. The Sample/s submitted with non-formulary specifications and after the due date shall not be accepted and the same item/s shall be considered non-responsive.

Moreover, after final approval / selection of items the successful bidders are bound to provide 05 Commercial packs of selected items, within 30 days of hoisting of approved list, to be kept as reference sample/retention sample, to check all supplies for conformity throughout the financial year. The samples shall not be returned, and no payment whatsoever shall be payable to bidder / Focal Person on this account in the name of price / transportation charges etc. or based on any other context or reason or argument.

Moreover, the cost/fee of the test analysis for samples of the item/s (approved by the Selection & Rate Contracting Committee), supplied in response to the purchase orders issued by different health facilities/purchasing entities shall be paid by the bidder(s), The Incharge Drug Testing Laboratory shall calculate the fee of the tests on the basis of time spent, reagents/chemicals, etc., used for the conduct of test/analysis performed for the quality assessment of samples of the said items.

If the provided sample/s of the selected items are not in conformity with the schedule of requirements specification, the item/s shall be considered non-responsive and next best evaluated bid shall be considered.

i. The Technical Evaluation shall be conducted by the Inspection Team/s of MCC expert/s constituted by the Technical and Evaluation (T&E) Committee and /or by the Selection and Rate Contracting Committee (S&RCC) of the Government MCC to:
   a. Undertake examination of the original documents as mentioned in the Bid Cover Sheet (Bid Form-1) of these BSDs, and the attested copies of which had been submitted by the bidder/s along with the technical bids; and
   b. Undertake the physical inspection of the relevant premises to verify the status of Current Good Manufacturing Practices (cGMP), and Good Storage Practices (GSP) Parameters for manufacturers and importers/indenters, as the case may be, for the quoted item/s as laid down in the Technical Evaluation Proformas (Section-V: Technical Specification of the Part-II of these BSDs); and
   c. Examine the original documents related to the fitness of the material of immediate container/s for storage and / or dispensing of the quoted drugs / medicines item/s, e.g., Certificate of Analysis, invoice, etc. of the material/s used in manufacturing of the immediate container of quoted drug / medicine item/s, including that of its stopper / lid / cap.
   d. The physical inspection of the manufacturers and importers/indenters, shall be intimated as a public notice on the official website of health department, Khyber Pakhtunkhwa and Authority, one week prior to the expected date of Physical inspection, and no individual notice/fixed date and time shall be served / communicated to the applicant bidders.
   e. The DTL and panel of experts / end users test analysis and/or evaluation of the quoted samples of medical devices, surgical disposables, cotton related items and non-drug items, as the case may be, shall be conducted under the supervision of the Technical & Evaluation committee/sub-committee).

ii. The bidder shall be disqualified for competition if Inspection Team/s declare that the bidder did not meet the mandatory requirements for qualification at the time of inspection as mentioned in the approved Technical Evaluation Proforma in these BSDs for various categories of Suppliers.

iii. The technical and financial bid shall be in conformity to rule 39 (1) & (3) of the KPPRA Rules, any deviation from it, the bid shall be treated as non-responsive.

iv. Medical Devices, Surgical Disposables and NDIs shall be examined and / or tested by MCC expert/s of the T&E Committee, and / or of the S&RCC of the Government MCC in a manner as deemed relevant and appropriate (including testing at Drug Testing Lab or elsewhere) for the purpose by the said expert/s, and as laid down, or otherwise, in the applicable laws and Rules, for submission of technical report to the relevant forum/quarter for the needful.

v. The samples of Medical Devices and Surgical Disposables shall be examined and tested for selected parameters by the Drug Testing Laboratory for submission of technical report/s to relevant forum/quarters for the needful.

vi. To fulfill the relevant clauses of the contract agreement (Bid Form-7 of these BSDs) for testing of supplied goods, all the successful bidders for Drugs/Medicine, Surgical Disposables, Medical Devices falling under the Drugs Act 1976, before signing the Contract Agreement (Bid Form-7) shall provide to the Procuring Agency, the Testing Method/s and Lab. protocols to test their quoted item/s in the Drugs Testing Laboratory.

vii. Any other appropriate method/arrangements may be adopted by the T&E Committee and / or S&RCC to assess and/or assure the quality of goods being purchased and / or supplied to the Procuring and / or Purchasing Agency/ies.

viii. The application fee charges @ Rs. 5000/bid are collected to carry out the purpose of soliciting the bidding documents as the same is considered as fee not only considering the cost of the documents but to achieve multiple steps relating to the procurement process including the product wise evaluation of the firms, technical & performance evaluation of the disposable items at their premises across the country by the panels of Pharmacists, consultants (physicians, surgeons, etc.) and other experts/end users and quality assurance parameters / specifications through chemical analysis in adherence to the standard specification of the offer bid as per provision of The Drug Act and rules frame their under.

GCC 8.2: The physical inspection and sampling for DTL testing / analysis of approved items, shall be conducted to conform to the laid down specifications before utilization, on the premises of purchasing entity, at the point of delivery, and/or at the Goods' final destination, for ascertaining the quality and quantity. Moreover, the cost/fee of the test analysis for samples of the item/s (approved by the Selection & Rate Contracting Committee), supplied in response to the purchase orders issued by different health facilities/purchasing entities shall be paid by the bidder(s). The Incharge Drug Testing Laboratory shall calculate the fee of the tests on the basis of time spent, reagents/chemicals, etc., used for the conduct of test/analysis performed for the quality assessment of samples of the said items.

GCC 8.3: Facilitation to the inspection team for the purpose of physical inspection shall be the responsibility of the firm/(s).

6. Packing (GCC Clause 9)

The successful bidder shall make supplies of quoted item/s in accordance with the following:

i. Provisions contained in the GCC Clause 9 of these BSDs; and

ii. Relevant clauses of contract agreement of Government MCC with the Supplier/s (Bid Form-7 of these BSDs – Rate Contract Agreement); and

iii. In case of item/s falling in the category of drugs / medicines, the immediate container of drug / medicine shall comply with the official monograph requirements, as submitted by the bidder to the DRAP with the dossier at the time of registration of the said quoted item/s with the DRAP in accordance with applicable provisions contained in the prevailing laws and rules.

7. Delivery and Documents (GCC Clause 10)

Applicable Delivery Mode*:* Delivered Duty Paid (DDP) as per contract agreement of the successful bidder with the Procuring Agency.

The Supplier shall provide the following documents to the Purchasing Agency:

i. Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount.

ii. Usual transport documents which the buyer may require to take the goods.

iii. Manufacturer's / Importer's/Indenter's prescribed warranty certificate.

The supplier shall be responsible to transport the item/s in a manner that the appropriate and required storage temperature is continuously and properly maintained during transportation from supplier till delivery to the Purchasing Agency/ies. In case of item/s requiring the maintenance of cold chain, the supplier shall be under obligation to provide valid and appropriate evidence to the Purchasing Agency to the effect that end

to end cold chain of the supplied item/s has adequately been maintained during transportation of the said item/s to the Purchasing Agency/ies.

8. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.

9. Incidental Services (GCC Clause 13) Not applicable.

10. Spare Parts (GCC Clause 14) Not Applicable.

11. Warranty (GCC Clause 15)

For goods belonging to the categories of Drugs/Medicines, Medical Devices, Surgical Disposables and Cotton related materials, and falling under the Drugs Act 1976 and / or the DRAP Act-2012 and Rules framed thereunder, the Supplier, in addition to the terms and conditions of the Rate Contract Agreement with Procuring Agency (Bid Form-7), shall provide warranty to the Purchasing Agency under all the relevant Section/s of applicable government laws and rules.

In case of goods belonging to the categories of NDIs, the Supplier as per GCC Clause 15 and the clauses of Contract Agreement with the Procuring Agency (Bid Form-7), shall provide warranty to the Purchasing Agency for the duration as mentioned in GCC Clause-15 or till the expiry date of goods supplied, whichever is later.

12. Payment (GCC Clause 16):

GCC Clause 16 as well as under the terms and condition in Rate Contract Agreement (Bid Form-7) with the Procuring Agency.

Payment shall be made in **Pak. Rupees** in accordance with the relevant government rules, regulations, and procedures.

13. Prices (GCC Clause 17)

i) The bidder shall not quote price/s of any item/s which is/are higher than the prices quoted by the bidder across the country to any entity procuring the quoted item/s through public funding.
ii) In case of Drugs/Medicines the bidder shall not quote the price more than the trade price of individual quoted item/s.
iii) In case of Medical Devices, Surgical Disposables and NDIs, the bidder shall not quote the prices more than the prevailing market trade price of the quoted item/s for bulk purchases.
iv) The procuring agency may extend the duration for the framework contract to another year, extendable up to a maximum of three years; provided that every extension shall be approved by a committee, notified by the Administrative Department, to determine competitiveness and assess value for money as per the KPPRA Rules (31A) of 2014.
v) In case of single complying bid, the procuring entity may conclude the procurement contract through negotiation on quality upgrades, mode and schedule of delivery or cost reduction. In case the bid price is above engineer estimates or market analysis report, conducted by the procuring entity, after due diligence, in such eventuality, the successful bidder shall be asked to match that price in order to protect public interest and to ensure general principle of timelines for procurement as enunciated in section 3 of the Act as per the KPPRA Rules (42A) of 2014.

14. Liquidated Damages (GCC Clause 23)

As in relevant clauses of the Rate Contract Agreement signed by the Supplier with the Procuring Agency.

15. Disputes Resolution (GCC Clause 28)

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Rate Contract Agreement (Bid Form-7) between the Supplier and the Procuring Agency.

If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

16. Governing Language (GCC Clause 29)

The Governing Language shall be: **English.**

For various item/s related to drug / medicine category, the language of official Monograph of the quoted drug / medicine item/s, as registered with the DRAP, shall be acceptable for the bidding process.

17. Applicable Law (GCC Clause 30)

The Contract shall be interpreted in accordance with all the relevant laws of Islamic Republic of Pakistan which include, but not limited to, the following legislations:

i. The KPPRA Act, 2012.
ii. The KPPRA Rules, 2014.
iii. The Drugs Act, 1976 and Rules framed thereunder.
iv. The DRAP Act, 2012 and Rules framed thereunder.
v. The General Financial Rules of the Government of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.
vi. The Employment of Children (ECA) Act, 1991.
vii. The Bonded Labor System (Abolition) Act, of 1992.
viii. The Factories Act, 1934
ix. The Contract Act, 1872
x. The Companies Ordinance, 1984 / amended Companies Act, 2017

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency address for notice purposes:

Office of the Director General Health Services Directorate General Health Services, Khyber Pakhtunkhwa, Warsak road, old FATA Secretariat Peshawar.
Tel: 091-9211702
091-9210269
Email **mccdgdcps@gmail.com**

Supplier's address for notice purposes: As mentioned in their bidding documents

19. Duties & Taxes (GCC clause 32)

The Unit price quoted by the bidder shall be: **inclusive** of all applicable duties and taxes.

Section IV. Schedule of Requirements (SOR)

GOVERNMENT MEDICINE CO-ORDINATION CELL

HEALTH DEPARTMENT GOVT. OF KHYBER PAKHTUNKHWA

MCC FORMULARY FOR THE YEAR 2024-25

NOTE:

1. All Powdered injectables shall be supplied with Sterile Water for Injection or any other required diluent packed in a single box (Combo-pack) (Specified volume / quantity sufficient as per the DRAP Guidelines).

2. In case a bidder has been awarded marks during the technical evaluation for different parameters, the successful bidder(s) shall supply the said item/s with the quoted specification(s), against which the marks have been awarded, to the Purchasing Agency/ies throughout the validity period of the contract agreement.

3. For Narcotic analgesic drugs, i.e., Morphine, proper procedure and protocol of Government shall be followed by the Purchasing Agency/ies and Supplier/s.

4. Pack and Pack Size means the number of Tablets, Capsules, Syrup, Injection (s) etc. packed in a unit carton with leaflet, along with spoon, dropper, and applicator etc. which so ever is required with the quoted item. The pack and pack size of the quoted item shall be the same as supplied in the commercial market.

5. Packaging and Packing material of the Drug / Medicine / Medical Devices etc. shall be of same quality / strength / size / gauge / glass type / grade / grammage / Artwork and Lamination as supplied in the commercial market.

6. Liquid preparations (Syrups, Suspensions, Solutions etc.) registered in multiple volumes, shall have a combined competition, **the comparison shall be based on per milliliter (ml), provided that the strength shall be in accordance with the advertised formulary.**

S.NO	Drug Name	Strength	Dosage form	Volume/ Pack size
1.	Metronidazole	500 mg	Inf.	100 ml, 1s
2.	Lignocaine HCl + Adrenaline	20mg/ml + 0.001% w/v	Inj.	10 ml
3.	Lignocaine HCl + Adrenaline	1:80,000	Dental Ctg.	2 ml
4.	Paracetamol	1000 mg	Inf.	100ml
5.	Atropine Sulphate	1mg/ml	Inj.	1ml
6.	Flumazenil	100 mcg/ml	Inj.	10 ml
7.	Amphotericin-B	50 mg/Vial	Inj.	
8.	Pheniramine Maleate	25 mg/ml	Inj.	2ml
9.	Ciprofloxacin	200 mg/100ml	Inf.	100 ml

10.	Levofloxacin	5 mg/ml	Inf.	100 ml
11.	Folic Acid	5 mg	Tab.	
12.	Adrenaline	1mg/ml	Inj.	1ml
13.	Digoxin	500 mcg (0.5mg)	Inj.	2ml
14.	Glyceryl Trinitrate	0.5 mg	SL. Tab.	
15.	Hydralazine	20 mg	Inj.	
16.	Labetalol	50 mg	Inj.	10 ml
17.	Methyldopa	250 mg	Inj.	
18.	Streptokinase	1.5 MIU/vial	Inj.	
19.	Verapamil	2.5 mg/ml	Inj.	2 ml
20.	Dimenhydrinate	50 mg/ml	Inj.	1 ml
21.	Lactulose	3.35gm/5ml	Syp.	120ml
22.	Rho (D) Immune globulin	300 mcg	Inj.	
23.	Typhoid Vaccine		Inj.	
24.	Calcium Chloride, Glucose, Potassium Chloride, Sodium Acetate	0.2g/L, 5%w/v, 1.5g/L, 3.13g/L	I/V Inf.	1000ml
25.	Dextrose	10%	I/V Inf.	500ml
26.	Dextrose	10%	I/V Inf.	1000ml
27.	Dextrose	5%	I/V Inf.	100ml
28.	Dextrose	5%	I/V Inf.	500ml
29.	Dextrose + Sodium Chloride	5% + 0.45%	I/V Inf.	500ml
30.	Dextrose + Sodium Chloride	5% + 0.9%	I/V Inf.	500ml
31.	Magnesium Sulphate	500 mg/ml	Inj.	2ml
32.	Magnesium Sulphate	500 mg/ml	Inj.	10 ml
33.	Mannitol	20%	I/V Inf.	500 ml
34.	Normal Saline	0.90%	I/V Inf.	100 ml
35.	Normal Saline	0.90%	I/V Inf.	500 ml
36.	Normal Saline	0.90%	I/V Inf.	1000 ml
37.	Potassium Chloride	7.46% w/v	Inj.	25ml
38.	Ringer's Lactate + Dextrose 5% Soln.		I/V Inf.	500 ml

39.	Ringer's Lactate + Dextrose 5% Soln.		I/V Inf.	1000 ml
40.	Ringer's Lactate Soln.		I/V Inf.	500 ml
41.	Ringer's Lactate Soln.		I/V Inf.	1000 ml
42.	Sodium Bicarbonate	8.40%	I/V Soln.	
43.	Sodium Chloride + Dextrose	0.18 % + 4.3%	I/V Inf.	500ml
44.	Sterile Water for Injection	5 ml	Inj.	
45.	Midazolam	1mg/ml	Inj.	5ml
46.	Phenytoin Sodium		Inj.	
47.	Valproate Sodium	500 mg/5ml	Inj.	
48.	Nebulizer mask with chamber and tubing	Pediatric		
49.	Nebulizer mask with chamber and tubing	Adult		
50.	Oxygen Mask	Adult		
51.	Oxygen Mask	Paediatric		
52.	Haemodialysis Concentrate		Part A- Solution, Part B- Powder	

* In case of similar strengths, the calculations will be made on ml basis.

List of Abbreviations

S.No	Words	Abbreviations	S.No	Words	Abbreviations
1.	Actuation	Actu.	48.	Stringent Regulatory Authority	SRA
2.	Aqueous	Aq.	49.	New Approach Notified Designated Organizations	NANDO
3.	Capsule	Cap.			
4.	Cartridges	Ctg.			
5.	Centimeter	Cm			
6.	Citrate Phosphate Dextrose Adenine-1	CPDA-1			
7.	Dispersible	Disper.			
8.	Emulsion	Emul.			
9.	Enteric Coated	EC.			
10	Extended-release Tablet	ER-Tab.			
11	French Gauge	F / Fr			
12	Gram	gm			
13	Gauge	G			
14	Infusion	Inf.			
15	Inhalation	Inh.			
16	Injection	Inj.			
17	Intramuscular	IM			
18	Intravenous	IV			
19	International Unit	IU			
20	Liquid	Liq.			
21	Liter	L			
22	Lotion	Lot.			
23	Meter	m			
24	Microgram	mcg			
25	Milligram	mg			
26	Milliliter	ml			
27	Millimeter	mm			
28	Million International Unit	MIU			
29	Millimole	mmol			
30	Ointment	Oint.			
31	Operation theatre Cap	OT Cap			
32	Operation theatre Drape	OT Drape			
33	Pakistan standard and quality control authority	PSQCA			
34	Quadruple	Quad.			
35	Solution	Soln.			
36	Sublingual Tablet	SL. Tab.			
37	Suppository	Supp.			
38	Suspension	Susp.			
39	Sustained Release	SR-Tab.			
40	Syrup	Syp.			
41	Tablet	Tab.			
42	United States Pharmacopeia	USP			
43	Vaginal Tablet	Vag. Tab.			
44	Weight/ Weight	w/w			
45	Weight/Volume	w/v			
46	Joint Commission International	JCI			
47	Japanese Ministry of Health, Labour and Welfare	JMHLW			

Section V. Technical Specifications

Technical Evaluation Criteria for Drugs / Medicines, Medical Devices, Surgical Disposables and Non-Drug Items (NDIs)

(Maximum Allocable Marks Score for Technical Evaluation = 70 Marks)

NOTE:

For further details of evaluation criteria and marking scheme, please see relevant proformas for technical evaluation of these BSDs.

1. SYSTEM BREAKING / DISQUALIFICATION POINTS IN TECHNICAL EVALUATION CRITERIA:

a. These system breaking / disqualification points mentioned in this section are in addition to the provision of mandatory documents, as elaborated in Bid Cover Sheet (**Bid Form-1**).

b. During technical evaluation of the quoted bids, bidders may stand disqualified if the Scrutiny Committee for bids evaluation and /or Inspection Team/s find and declare any of the shortcoming/s related to the documents and/or manufacturing units and / or the premises of the manufacturers and /or Importers/Indenters regardless of completion / fulfillment or otherwise of any terms and conditions, criteria and /or codal formalities.

c. The technical & financial evaluation system for Govt: MCC bids for the FY 2024-25 comprises Nine different evaluation proformas (Section V. Technical Specifications) each having system breaking points and non-compliance of any of these system breaking parameters on part of bidder shall lead to disqualification of firm and /or quoted item/s, whatever the case may be.

d. Further details of system breaking points / issues for various categories of items are as follows:

A. Manufacturer of General Drugs/Medicines, I/V Fluids, Powdered Injectable Drugs, and Biological Products:

i. Availability of calibrated equipment for analysis of quoted items along with validated methods of testing of the quoted items and adherence to good laboratory practices (GLP) in all labs + Functional Stability Chamber (Both Accelerated and Real Time)(as in Schedule B of DRAP) (Evaluated at the time of inspection by the MCC expert/s, as non-availability or non-functioning of stability chambers and/or non-adherence to GLP as per schedule-B shall lead to disqualification of the firm).

ii. Raw material, In-process and Finished good storage (as in Schedule B of DRAP) (as evaluated at the time of inspection by the MCC expert/s). Non-adherence to GSP shall lead to disqualification of the firm.

iii. Adherence to cGMP guidelines, (as in Schedule-B of DRAP), in area / section of the quoted product (s). Non-compliance to cGMP guidelines shall lead to disqualification of the section/s or firm).

iv. Adequate availability of qualified & relevant Human Resource as per the requirements mentioned in schedule-B of DRAP (Certified by the senior executive of the firm & evaluated by MCC expert/s at the time of

inspection, Non-availability shall lead to disqualification of the section/s or firm).

v. Availability of Functional and validated HVAC, with all relevant equipment, testing, logs. (As evaluated by the MCC expert/s at the time of inspection). Non-availability or non-functionality of the HVAC system and/or testing and/or logs, shall lead to Disqualification of the relevant section / firm.

B. <u>Importers of General Drugs/Medicines, I/V Fluids, Powdered Injectable Drugs and Biological products:</u>

i. Valid cGMP/ Certificate of Pharmaceutical Product (COPP)/ Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s, in case of CE Mark / Quality assurance certificate/Quality Control Certificate of the Principal Manufacturer for the quoted item/s, shall be issued by conformity assessment bodies enlisted in NANDO database under the relevant European Directive for medical devices of European Union (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin/ or certificate issuing country, in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin / or certificate issuing country of the quoted good/s). Certificate on company's own letter head shall not be acceptable. Non provision of the certificate shall lead to disqualification of the firm.

ii. Availability of minimum 20% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the MCC expert/s).
Non availability of the 20% stock at the warehouse at the time of inspection of the importer shall lead to disqualification of the quoted item/s / firm)

iii. Adherence to Good storage practices (GSP) for storage of finished goods. Functional and effective Air-conditioning & Ventilation System and effective cold chain (thermo-labile drugs). Nonadherence to GSP, as evaluated by the MCC expert/s at the time of inspection shall lead to Disqualification of the firm.

iv. Adequate availability of qualified, (Presence of Category-A Pharmacist/s is/are mandatory), & relevant Human Resource (Certified by the senior executive of the firm & evaluated / confirmed by MCC expert/s at the time of inspection as non-compliance to this parameter shall lead to disqualification of the firm).

v. Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s). Non provision of this document shall lead to disqualification of the firm.

vi. Valid cGMP (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin) in **<u>original</u>** and

Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origin in Pakistan in **original** shall be provided to the Inspection team at the time of inspection.

C. Manufacturer/s of Medical Devices, Surgical Disposables and Sutures (excluding Cardiac Stents):

i. Valid cGMP certificate issued by DRAP.
ii. Adherence to Good Storage practices (GSP) for Raw material, In-process and Finished Goods (as evaluated at the time of inspection by the MCC expert/s). Nonadherence to GSP shall lead to disqualification of the firm.
iii. Adherence to Current Good Manufacturing Practices (cGMP) in line with the DRAP regulations. (to be evaluated by the MCC expert/s at the time of inspection, Noncompliance to cGMP shall lead to disqualification of the relevant section or firm)
iv. Availability of, Functional and validated HVAC, with all relevant equipment, testing, and logs. (As evaluated by the MCC expert/s at the time of inspection). Non-availability or non-functionality of the HVAC system and/or testing, and logs shall lead to Disqualification of the relevant section / firm.
v. Adequate availability of qualified & relevant Human Resource as per the requirements laid down in DRAP regulations. (Certified by the senior executive of the firm & evaluated by MCC expert/s at the time of inspection, non-availability shall lead to disqualification of the section/s or firm).
vi. Samples of devices will be tested and evaluated by the Drugs Testing Laboratory (DTL) as well as by a panel of experts / end users and the quoted item/s may be disqualified for further competition on the report/s of these entities.

D. Importer(s)/Indenter(s) of Medical Devices, Surgical Disposables and Sutures (excluding Cardiac Stents):

i. Valid cGMP/ Certificate of Pharmaceutical Product (COPP)/ Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s, in case of CE Mark (or its supportive documents/confirmation letters that shall prove its validity)/ Quality assurance certificate/Quality Control Certificate of the Principal Manufacturer for the quoted item/s, shall be issued by conformity assessment bodies enlisted in NANDO database under the relevant European Directive for medical devices of European Union (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin/ or certificate issuing country, in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin / or certificate issuing country of the quoted good/s). Certificate on company's own letter head shall not be acceptable. Non provision of the certificate shall lead to disqualification of the firm.

(In case of non-applicability of the above-mentioned certificates for

Adhesive Tape (Non Sterile) only, provision of EC-Declaration of conformity from the principal manufacturer (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s is mandatory).

ii. Availability of minimum 20% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the MCC expert/s). Non availability of the 20% stock at the time of inspection at the warehouse at the time of inspection of the importer/indenter shall lead to disqualification of the quoted item/s / firm)
iii. Adherence to Good Storage Practices (GSP) for finished goods storage of the quoted item/s. Nonadherence to GSP, as evaluated by the MCC expert/s at the time of inspection shall lead to Disqualification of the firm
iv. Adequate availability of qualified, (Presence of Category-A Pharmacist/s is / are mandatory), & relevant Human Resource (Certified by the senior executive of the firm & evaluated / confirmed by MCC expert/s at the time of inspection as non-compliance to this parameter shall lead to disqualification of the firm).
v. Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s). Non provision of this document shall lead to disqualification of the firm.
vi. Samples of devices will be tested and evaluated by the Drugs Testing Laboratory as well as by a panel of experts / end users and the quoted item/s may be disqualified for further competition on the report/s of these entities.
vii. Valid cGMP /Quality Control /Quality Assurance Certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin) in **original** and Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origin in Pakistan in **original** shall be provided to the Inspection team at the time of inspection.

E. Manufacturer/s of Cotton & Related Goods:

i. Functional and effective Air-conditioning & Ventilation System as per the requirements laid down by DRAP (Evaluated by the MCC expert/s at the time of inspection, Non functionality of the Air Conditioning & Ventilation system in specified section shall lead to disqualification of the section or firm).
ii. Adequate availability of equipment / instruments in QC labs performing

relevant official tests as well as compliance to Good laboratory practices (GLP) in all Labs and Current Good Manufacturing Practices (cGMP) throughout the production facility. (Evaluated by the MCC expert/s at the time of inspection, Non availability of adequate and appropriate equipment / instruments and non-compliance to GLP, cGMP shall lead to disqualification of the relevant section or firm)

iii. Appropriate storage of raw material, in process and finished goods with compliance to Good storage practices (GSP) (To be evaluated by the MCC expert/s at the time of inspection, Noncompliance to GSP shall lead to disqualification of the relevant section or firm).

iv. Adequate availability of qualified & relevant Human Resource as per the requirements laid down in DRAP regulations. (Certified by the senior executive of the firm & evaluated by MCC expert/s at the time of inspection, Non-availability shall lead to disqualification of the section/s or firm).

v. Samples of devices will be tested and evaluated by the Drugs Testing Laboratory as well as by a panel of experts / end users and the quoted item/s may be disqualified for further competition on the report/s of these entities.

F. <u>Importer/s of Cotton & Related Goods:</u>

i. Valid cGMP/ Certificate of Pharmaceutical Product (COPP)/ Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s, in case of CE Mark / Quality assurance certificate/Quality Control Certificate of the Principal Manufacturer for the quoted item/s, shall be issued by conformity assessment bodies enlisted in NANDO database under the relevant European Directive for medical devices of European Union (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin/ or certificate issuing country, in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin / or certificate issuing country of the quoted good/s). Certificate on company's own letter head shall not be acceptable. Non provision of the certificate shall lead to disqualification of the firm.

ii. Availability of minimum 20% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the MCC expert/s). Non availability of the 20% stock at the warehouse at the time of inspection of the importer shall lead to disqualification of the quoted item/s / firm).

iii. Adherence to Good Storage Practices (GSP) for finished goods storage of the quoted item/s. Nonadherence to GSP, as evaluated by the MCC expert/s at the time of inspection shall lead to Disqualification of the firm.

iv. Adequate availability of qualified & relevant Human Resource (Presence of Category-A Pharmacist/s is/are mandatory) (Certified by the

senior executive of the firm & evaluated / confirmed by MCC expert/s at the time of inspection as non-compliance to this parameter shall lead to disqualification of the firm).

v. Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s). Non provision of this document shall lead to disqualification of the firm.

vi. Samples of devices will be tested and evaluated by the Drugs Testing Laboratory as well as by a panel of experts / end users and the quoted item/s may be disqualified for further competition on the report/s of these entities.

vii. Valid cGMP /Quality Control /CE Mark/Quality Assurance Certificate/COPP/COMP (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin) in **original** and Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origin in Pakistan in **original** shall be provided to the Inspection team at the time of inspection.

G. Manufacturers of Non-Drug Items:

i. Adherence to Good Storage practices (GSP) for Raw material, In-process and Finished Goods (as evaluated at the time of inspection by the MCC expert/s). Nonadherence to GSP shall lead to disqualification of the firm. Adherence to Good Manufacturing Practices (cGMP) in line with the DRAP regulations (to be evaluated by the MCC expert/s, Non-compliance to cGMP shall lead to disqualification of the relevant section/s or firm).

ii. Adherence to Current Good Manufacturing Practices in line with the DRAP regulations (to be evaluated by the MCC expert/s, Noncompliance to cGMP shall lead to disqualification of the relevant section or firm).

iii. Availability of, Functional and validated HVAC, with all relevant equipment, testing, and logs.(As evaluated by the MCC expert/s at the time of inspection). Non-availability or non-functionality of the HVAC system and/or testing, and logs shall lead to Disqualification of the relevant section (s) / firm.

iv. Adequate availability of qualified & relevant Human Resource as per the requirements laid down in DRAP regulations. (Certified by the senior executive of the firm & evaluated by MCC expert/s at the time of inspection, Non-availability shall lead to disqualification of the section/s or firm).

v. Samples of devices will be tested and evaluated by the Drugs Testing Laboratory as well as by a panel of experts / end users and the quoted item/s may be disqualified for further competition on the report/s of these entities.

H. Importer(s)/Indenter(s) of Non-Drug Items:

i. Valid cGMP/ Certificate of Pharmaceutical Product (COPP)/ Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s, in case of CE Mark (or its supportive documents/confirmation letters that shall prove its validity)/ Quality assurance certificate/Quality Control Certificate of the Principal Manufacturer for the quoted item/s, shall be issued by conformity assessment bodies enlisted in NANDO database under the relevant European Directive for medical devices of European Union (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin/ or certificate issuing country, in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin / or certificate issuing country of the quoted good/s). Certificate on company's own letter head shall not be acceptable. Non provision of the certificate shall lead to disqualification of the firm.

   (In case of non-applicability of the above-mentioned certificates for Examination Gloves (Non-Sterile), Colostomy bag and colostomy paste only, provision of EC-Declaration of conformity from the principal manufacturer (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s is mandatory).

ii. Availability of minimum 20% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the MCC expert/s). Non availability of the 20% stock at the warehouse at the time of inspection of the importer/indenter shall lead to disqualification of the quoted item/s and/or firm)

iii. Adherence to Good Storage Practices (GSP) for finished goods storage of the quoted item/s. Nonadherence to GSP, as evaluated by the MCC expert/s at the time of inspection shall lead to Disqualification of the firm.

iv. Adequate availability of qualified & relevant Human Resource (presence of Category-A pharmacist/s is/are mandatory) as per the requirements laid down in DRAP regulations. (Certified by the senior executive of the firm & evaluated / confirmed by MCC expert/s at the time of inspection as non-compliance to this parameter shall lead to disqualification of the firm).

v. Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s). Non provision of this document shall lead to disqualification of the firm.

vi. Samples of devices will be tested by the panel of experts / end users and the quoted item/s may be disqualified for further competition on the report/s of these entities.

vii. Valid cGMP / Quality Control Certificate/Quality Assurance Certificate/ Certificate of Pharmaceutical Product (COPP)/ Certificate of Medicinal Product (COMP) of the Principal Manufacturer (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin) in **original** and Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origin in Pakistan in **original** shall be provided to the Inspection team at the time of inspection.

I. Importer/s of Medical Devices (Cardiac Stents)

i. Valid cGMP/ Certificate of Pharmaceutical Product (COPP)/ Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s, in case of CE Mark / Quality assurance certificate/Quality Control Certificate of the Principal Manufacturer for the quoted item/s, shall be issued by conformity assessment bodies enlisted in NANDO database under the relevant European Directive for medical devices of European Union (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin/ or certificate issuing country, in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin / or certificate issuing country of the quoted good/s). Certificate on company's own letter head shall not be acceptable. Non provision of the certificate shall lead to disqualification of the firm.

ii. Valid certification of US Food and Drug Administration (US FDA) of quoted item/s & Valid permission for sale/import of the quoted item/s in the US market (duly attested by senior executive of the firm). Non-provision of any of these certificates shall lead to disqualification of the quoted item/s.

iii. Availability of minimum 20% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the MCC expert/s). Non availability of the 20% stock at the warehouse at the time of inspection of the importer shall lead to disqualification of the quoted item/s / firm).

iv. Adherence to Good Storage Practices (GSP) for finished goods storage of the quoted item/s. Non adherence to GSP, as evaluated by the MCC expert/s at the time of inspection shall lead to Disqualification of the firm.

v. Adequate availability of qualified, (Presence of Category-A Pharmacist/s is/are mandatory), & relevant Human Resource (Certified

by the senior executive of the firm & evaluated / confirmed by MCC expert/s at the time of inspection as non-compliance to this parameter shall lead to disqualification of the firm).

vi. Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s). Non provision of this document shall lead to disqualification of the firm.

vii. Samples of devices will be tested and evaluated by the Drugs Testing Laboratory as well as by a panel of experts / end users and the quoted item/s may be disqualified for further competition on the report/s of these entities.

viii. Valid cGMP / CE Mark / Quality Control / Quality Assurance Certificate of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s) **in original** and Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origin in Pakistan **in original,** and Valid permission of sale or import of quoted item/s for sale in the US open market **in original** shall be provided to the Inspection team at the time of inspection.

Financial Evaluation and Scoring System for Bids

(Maximum Allocable Marks Score = 30 marks)

The financial bids of technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

Total Allocable marks for Technical Proposal = 70

Total Allocable marks in Financial Proposal = 30

Total Combined Allocable Score for individual bids = Marks obtained in Technical Evaluation + Marks obtained in Financial Evaluation = 100

Scoring Methodology:

Contract will be awarded to the best evaluated firm whose product ranks highest in the Combined Evaluation scoring calculated through the Marks awarded to Technical Proposal and Financial Proposal as stated in the Bid Data Sheet of these BSDs.

The Evaluation Methodology is a combination of non-price factors (in Technical Criteria) and price factor (in Financial Criteria); and each having points as elaborated in the evaluation proformas provided in these BSDs.

As evident from allocable score above and because of the importance and complexities/sensitivities in the field of procurement and use of Drugs and other products related to human lives and health, this Methodology puts greater emphasis on non-price factors like high quality of the product derived from excellent-grade raw material, stringent product certifications, international best pharmaceutical quality control practices in laboratories, Pharmaco-vigilance systems for Drug safety reporting and monitoring; and the most efficient industrial processes in the manufacturing premises.

Procedure for the Marks Scoring: Marks will be awarded or otherwise for various technical parameters to each quoted product based on the prescribed Technical and Financial criteria. The total combined marks will determine the highest-ranking product in each product category for contract award.

The formula to calculate the marks for the price by the bidders other than lowest bidder is given below:

Financial Evaluation Score of individual quoted Product:

= [Lowest quoted Price of the item ÷ Next higher proposed Price of the competing item] **x** Total allocable financial score

Solved Example of Financial Scoring:

- If the lowest quoted price of an item is Rs. 86/-, the same lowest bidder will obtain score as below:
  = [86 ÷ 86] x 30
  = 30 marks, being the lowest bidder for the quoted item.
- If the next higher quoted price of the same item is Rs. 105/-, the marks obtained will be:
  = [86 ÷ 105] x 30 = 24.57 Marks
- If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be:
- = [86 ÷ 130] x 30 = 19.84 Marks and so on.

ALL TECHNICAL EVALAUTION PROFORMAS IN MS-EXCEL FORMAT ARE AVAILABLE ON OFFICAL WEBSITE OF KPPRA (www.kppra.gov.pk) and HEALTH DEPARTMENT. (www.healthkp.gov.pk, www.dghskp.gov.pk)

Evaluation Criteria for Importers of General Medicines, Drugs, Powder Injectable Products, Biologicals and IV Fluids for Government MCC 2024-25

Name of Firm

S. No.	Product General Information				Technical Evaluation Matrix																		
					Principal's and Importer's Evaluation Parameters								Suppliers Technical Score	Product Technical Evaluation								Product Evaluated Score	Total Technical Score
					Principal Manufacturer Evaluation					Importer's Evaluation				Product Technical Parameters							Product Availability		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
					Valid ISO 18001/45001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). **Online verification link shall be provided**	Valid ISO 14001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). **Online verification link shall be provided**	Valid ISO 9001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). **Online verification link shall be provided**	Valid accreditation of manufacturing unit or its relevant section/s by the US-FDA or WHO or official accreditation body/ies /regulatory body in the case of SRA countries (duly attested by senior executive of the firm)	Valid calibration certificates for equipment / instruments used in the factory for Measuring, weighing, Assay/ Analysis of raw material, in-process material and finished products for the manufacturing of the quoted products. **(Valid Calibration Certificates attested by Quality head of the firm).**	Availability of minimum 20% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the MCC expert/s). **Non availability of the 20% stock at the ware house at the time of inspection of the importer shall lead to disqualification of the quoteditem/s / firm)**	Adherence to Good storage practices (GSP) for storage of finished goods. Functional and effective Air-conditioning & Ventilation System and effective cold chain (thermo-labile drugs). **Nonadherence to GSP, as evaluated by the MCC expert/s at the time of inspection shall lead to Disqualification of the firm.**	Adequate availability of qualified, (Presence of Category-A Pharmacist/s is/are mandatory), & relevant Human Resource **(Certified by the senior executive of the firm & evaluated / confirmed by MCC expert/s at the time of inspection as non-compliance to this parameter shall lead to disqualification of the firm).**		Bioavailability/ Bioequivalence study conducted by WHO Audited Labs must be attached along with the bid and study must be available on WHO Website) and/or For biologicals, bio-similarity studies shall be provided for award of marks in this parameter. and/or In case of Large volume parenteral (>100ml to SL) product validation report shall be submitted. and/or Proof of inventor / innovator products from relevant body shall be provided where the firm claims that the bioequivalence / biosimilarity is not applicable. Proof on company's own letter head shall not be acceptable.	Goods Declaration certificate of imported finished quoted item/s from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than 24 months on the cutoff date for submission of bids.	Certificate of Analysis of finished quoted item/s from the Principal Manufacturer as mentioned in the goods declaration (GD) provided in column 15, duly attested by the senior executive of the firm. **In case of Non-provision of matching GD the marks for CoA will not be awarded.**	API's source accredited by WHO, US-FDA, EMA, MHRA, TGA, PMDA, Swiss Medic or Health Canada or by regulatory authority of SRAs countries. Tail of principal manufacturer shall be established from the respective GD, CoA and other supporting documents.	Valid WHO prequalification and / or Valid product registration in SRA country(ies) / Valid free sale certificate issued by regulatory body of any SRA country(ies) and / or Valid certificate of the availability of the quoted item in the US market. 2 mark for each certification, up to a maximum of 06 marks. **Certificates on company's own letter heads shall not be acceptable.** **(copies of relevant certificates duly attested by the senior**	Valid Certificate of Analysis of the Type / class of material used for the immediate container of the quoted item/s, as issued by the manufacturer of the material coupled with invoice/proof of purchase: For award of marks, the certificate of analysis must clearly mention: 1. Materials e.g., Aluminium Foil, PVC, Capsule Shells, Plastic (HDPE, LDPE) or any other material used for the immediate container of the quoted item complying with US, European, British, Japanese pharmacopoeial standards, or must clearly mention that the material is of a Pharmaceutical grade. 2. Type of Glass material for Liquid ampoules must be USP class 1 (Non-compliance shall lead to disqualification of the quoted product). 3. Type of Glass material for Oral Syrups/ Suspensions must be USP Type 3 or better (Non-compliance or non-provision of CoA of glass material shall lead to disqualification of the quoted product). 4. For Dry Powder Injectables, a. For USP Type 1 glass 4 marks will be awarded. b. For USP Type 2 Glass 2 marks will be awarded. c. For products whose USP Type 3 glass is used or where the CoA of Glass material is not provided shall lead to disqualification of the item (s). **(Documents duly attested by the Senior executive of the firm).**	Stability studies of quoted item's duly attested by the Q.C incharge of the firm).	Availability of quoted item/s in Pakistani market as per recent most data of IMS/IQVIA Health. Less than 5 % market share = 0 mark 5-10% market share = 01 mark 11-30% market share = 02 marks 31-50% market share = 03 marks 50% and above market share = 05 marks For items specifically used in institutions where IMS/IQVIA data is not applicable the bidder shall provide Tender Approvals (not older than 2 years) from other Secondary & Tertiary Govt. Hospitals outside Khyber Pakhtunkhwa or JCI accredited private entities/hospitals of other provinces of Pakistan. Marks shall be awarded in the following manner: 02 Tender approvals- 01 mark 04 Tender approvals- 02 marks 06 Tender approvals- 03 marks 08 Tender approvals- 04 marks 10 or more Tender approvals- 05 marks **Note.** **Tender approval means award of contract(s) for the quoted product(s) with the same brand name and specifications / strength / dosage form.** **Moreover, the approval(s) shall be duly attested by the concerned procuring entity/purchasing agency/ies, etc. Copies of the supply orders/purchase orders shall not considered as tender approval.**		
	Ref. No. of item in MCC formulary	Generic Name of Item	Dosage Form with Strength	Trade Name	2	2	2	5	5	4	5	5	30	5	5	5	5	6	4	5	5	40	70
													0									0	0
													0									0	0
													0									0	0
													0									0	0
													0									0	0
													0									0	0
													0									0	0

S.No	Proforma Description (Click on the hyperlink for access to the relevant proforma's)
1	Importer of General Medicine_ Drugs, IV Fluids, Powder Injectable Drugs and Biological Products (FY2024-25)

Evaluation Criteria for Manufacturers of General Medicine, Drugs, Powder Injetable Drugs, Biologicals and IV Fluids for Government MCC 2024-25

Name of Firm

Technical Evaluation Matrix

S. No.	Product General Information				Factory Technical Evaluation Parameters											Total Factory Evaluated Score	Product Evaluation Parameters								Total Product Evaluated Score	Total Technical Score
					Documents Based Factory Score						Factory Evaluation Visit Score						Product Technical Parameters									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
					Valid ISO 18001/45001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (duly attested by senior executive of the firm) **Online verification link shall be provided**	Valid ISO 14001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (duly attested by senior executive of the firm) **Online verification link shall be provided**	Valid ISO 9001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (duly attested by senior executive of the firm) **Online verification link shall be provided**	Latest IMS/IQVIA ranking of the loading manufacturer firm (by value) in Pakistan . **(12 months to date ranking will be considered).** Marks shall be awarded to top 100 firms of Pakistan as ranked by value by IMS/IQVIA, in the following manner: **1. Firms having (12-Month) Ranking in top-20 positions shall be awarded 5 marks.** **2. Firms having (12-Month) Ranking between 21-40th positions 4 marks.** **3. Firms having (12-Month) ranking between 41st to 60th position shall be awarded 3 marks.** **4. Firms having (12-Month) ranking between 61st to 80th position shall be awarded 2 marks.** **5. Firms having (12-Month) ranking between 81st to 100th position shall be awarded 1 mark.**	Valid calibration certificates for equipment / instruments used in the factory for Measuring, weighing, Assay/ Analysis of raw material, in-process material and finished products for the manufacturing of the quoted products. **(Valid Calibration Certificates attested by Quality head of the firm).**	Valid documents of the Federal Board of Revenue (FBR) showing the total financial turnover of the firm for the last year. Maximum 6 marks shall be awarded in the following manner: Financial turnover of PKR 100 to 500 million - 2 marks. Financial turnover of more than PKR 500 million and upto 1000 million - 4 marks. Financial turnover of more than PKR 1000 million - 6 marks. **(The document shall be attested by a Senior executive of the firm)**	Availability of calibrated equipment for analysis of quoted items along with validated methods of testing of the quoted items and adherence to good laboratory practices (GLP) in all labs + Functional Stability Chamber (Both Accelerated and Real Time)(as in Schedule B of DRAP) **(Evaluated at the time of inspection by the MCC expert/s, as non-availability or non-functioning of stability chambers and/or non-adherence to GLP as per schedule-B shall lead to disqualification of the firm).**	Raw material, In-process and Finished good storage (as in Schedule B of DRAP), in area / section of the quoted product (s). **Non-compliance to cGMP guidelines shall lead to disqualification of the sections/ or firm).**	Adherence to cGMP guidelines, (as in Schedule-B of DRAP), in area / section of the quoted product (s). **Non-compliance to cGMP guidelines shall lead to disqualification of the sections/ or firm).**	Adequate availability of qualified & relevant Human Resource as per the requirements mentioned in schedule-B of DRAP **(Certified by the senior executive of the firm & evaluated by MCC expert/s at the time of inspection, Non-availability shall lead to disqualification of the section/s or firm).**	Availability of Functional and validated HVAC, with all relevant equipment, testing, logs. **(As evaluated by the MCC expert/s at the time of inspection).** **Non-availability or non-functionality of the HVAC system and/or testing and/or logs, shall lead to Disqualification of the relevant section / firm.**		Bioavailability/ Bioequivalence study conducted by WHO Audited Labs must be attached along with the bid and study must be available on WHO Website) and / or For biologicals, bio-similarity studies shall be provided for award of marks in this parameter. and / or In case of Large volume (>100ml to 5L) parenteral product validation report shall be submitted. and / or Proof of inventor / innovator products from relevant body shall be provided where the firm claims that the bioequivalence / biosimilarity is not applicable. Proof on company's own letter head shall not be acceptable.	Goods Declaration certificate of imported API of the quoted item/s from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than 18 months from the cutoff date for submission of bids. In cases where Raw materials are acquired from Local sources valid invoice (s) not older than 24 months shall be considered. **In case of purchases through third party importers a valid trail/link between the principal manufacturer and the importer firm shall be established with the firm offering the products to Govt. MCC**	Certificate of Analysis of API from the Principal Manufacturer as mentioned in the goods declaration (GD) provided in column 18, duly attested by the senior executive of the firm. **In case of Non-provision of matching GD the marks for CoA will not be awarded.**	APIs source accreditation by WHO, US-FDA, EMA, MHRA, TGA, PMDA, Swiss Medic or Health Canada or by regulatory authority/body of SRAs country (ies) coupled with Form 3 (form of undertaking to accompany an application for License to Import Drugs).	Valid WHO prequalification and / or Valid product registration in SRA country(ies) and / or Valid free sale certificate issued by regulatory body of any SRA country(ies) 1 mark for each certification, up to a maximum of 03 marks. Certificates on company's own letter heads shall not be acceptable. (copies of relevant certificates duly attested by the senior executive of the firm) **Note: Valid Certificates for the same brand shall be provided. Certificate on company's own letter head shall not be acceptable.**	Valid Certificate of Analysis of the Type / class of material used for the immediate container of the quoted item/s, as issued by the manufacturer of the material coupled with Invoice/proof of purchase: For award of marks, the certificate of analysis must clearly mention: 1. Materials e.g., Aluminium Foil, PVC, Capsule Shells, Plastic (HDPE, LDPE) or any other material used for the immediate container of the quoted item complying with US, European, British, Japanese pharmacopoeial standards, or must clearly mention that the material is of a Pharmaceutical grade. 2. Type of Glass material for Liquid ampoules must be USP class 1 (Non-compliance shall lead to disqualification of the quoted product). **3. Type of Glass material for Oral Syrups/ Suspensions must be USP Type 3 or better (Non-compliance or non-provision of CoA of glass material shall lead to disqualification of the quoted product).** 4. For Dry Powder Injectables, a. For USP Type 1 glass 4 marks will be awarded. b. For USP Type 2 Glass 2 marks will be awarded. **c. For products where USP Type 3 glass is used or where the CoA of Glass material is not provided shall lead to disqualification of the item (s).** (Documents duly attested by the Senior executive of the firm).	Stability studies of quoted item/s duly attested by the Q.C incharge of the firm).	Availability of quoted item/s in Pakistani market as per recent most data of IMS/IQVIA Health. Less than 5 % market share = 0 mark 5-10% market share = 1 mark 11-30% market share = 2 marks 31-50% market share = 3 marks 50% and above market share = 5 marks For items specifically used in institutions where IMS/IQVIA data is not applicable the bidder shall provide Tender Approvals (not older than 2 years) from other Secondary & Tertiary Govt. Hospitals outside Khyber Pakhtunkhwa or JCI accredited private entities/hospitals of other provinces of Pakistan. Marks shall be awarded in the following manner: 02 Tender approvals- 01 mark 04 Tender approvals- 02 marks 06 Tender approvals- 03 marks 08 Tender approvals- 04 marks 10 or more Tender approvals- 05 marks **Note.** **Tender approval means award of contract(s) for the quoted product(s) with the same brand name and specifications / strength / dosage form. Moreover, the approval(s) shall be duly attested by the concerned procuring entity/purchasing agency/ies, etc. Copies of the supply**		
	Ref. No. of Item	Generic Name of Item	Dosage Form with Strength	Trade Name	2	2	3	5	5	6	2	2	2	2	2	**85**	5	5	5	5	3	4	5	5	**87**	**70**
																0									**0**	**0**
																0									**0**	**0**
																0									**0**	**0**
																0									**0**	**0**
																0									**0**	**0**
																0									**0**	**0**
																0									**0**	**0**

S.No	Proforma Description (Click on the hyperlink for access to the relevant proforma's)
2	Manufacturer of General Medicine, Drugs, IV Fluids, Powder Injectable Drugs and Biological Products (FY2024-25)

Evaluation Criteria for Importers of Medical Devices, Surgical Disposables and Sutures for Government MCC 2024-25																			
Name of the firm																			
S. No.	Product General Parameter				Technical Evaluation Matrix													Product Evaluated Score	Total Technical Score
					Principal's and Importer's Evaluation Parameters							Product Technical Evaluation							
					Principal Manufacturer Evaluation			Importer's Evaluation			Suppliers Technical Score								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	20
					Valid ISO 14001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid ISO 13485 certificate of the facility where the quoted product is manufactured, issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF) for the country of origin (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid accreditation of manufacturing unit or its relevant section/s by the US-FDA or WHO or official accreditation body/regulatory bodies in the case of SRA countries (duly attested by senior executive of the firm)	Availability of minimum 20% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the MCC expert/s). **Non availability of the 20% stock at the time of inspection at the warehouse at the tim eof inspection of the importer shall lead to disqualification of the quoted item/s / firm)**	Adherence to Good Storage Practices (GSP) for finished goods storage of the quoted item/s. **Non adherence to GSP, as evaluated by the MCC expert/s at the time of inspection shall lead to Disqualification of the firm.**	Adequate availability of qualified, (Presence of Category-A Pharmacist/s is / are mandatory), & relevant Human Resource **(Certified by the senior executive of the firm & evaluated / confirmed by MCC expert/s at the time of inspection as non-compliance to this parameter shall lead to disqualification of the firm).**		Goods Declaration certificate of imported finished quoted item/s from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than 24 months on the cutoff date for submission of bids. **(Certificate duly attaested by senior executive of the firm)**	Certificate of Analysis of finished quoted item/s from the Principal Manufacturer as mentioned in the goods declaration (GD) provided in column 12, duly attested by the senior executive of the firm. **In case of Non-provision of matching GD the marks for CoA will not be awarded.**	Tender Approvals (not older than 2 years) from other Secondary & Tertiary Govt. Hospitals outside Khyber Pakhtunkhwa or JCI accredited private entities/hospitals of other provinces of Pakistan. Marks shall be awarded in the following manner: 02 Tender approvals- 01 mark 04 Tender approvals- 02 marks 06 Tender approvals- 03 marks 08 Tender approvals- 04 marks 10 or more Tender approvals- 05 marks **Note.** **Tender approval means award of contract(s) for the quoted product(s) with the same brand name and specifications / strength / dosage form. Moreover, the approval(s) shall be duly attested by the concerned procuring entity/purchasing agency/ies, etc. Copies of the supply orders/purchase orders shall not considered as tender approval.**	CE mark/ Quality Assurance / Quality Control certificate issued by conformity assessment bodies (CABs) enlisted in NANDO database under the relevant European directive for medical devices of European Union shall be accepted only.(verification Link shall be provided) and/or Japanese Ministry of Health, Labour and Welfare (JMHLW) certificate and/or US FDA (510 K) / US free sale certificate of the quoted products, The document submitted in the technical bid of the quoted items for award of marks shall have the same brand name mentioned in the certificate/s. **02 marks for each certification, up to a maximum of 06 marks.** **Certificates on company's own letter heads shall not be acceptable.** **Online verification link shall be provided.**	Samples evaluation by DTL (Failure to comply with relevant standards shall lead to Disqualification of the quoted products)	Physical examination of the quoted item/s by the MCC expert/s. Rejection of the quoted item/s by the MCC expert/s shall lead to disqualification of the said item/s.		
	Ref. No. of item in MCC Formulary	Generic Name of Item	Size, Gauge, etc. of Device	Trade Name	3	5	5	5	5	6	**29**	5	5	5	6	10	10	**41**	**70**
																		0	**0**
																		0	**0**
																		0	**0**
																		0	**0**
																		0	**0**
																		0	**0**

S.No	Proforma Description (Click on the hyperlink for access to the relevant proforma's)
3	Importer/Indenter of Medical Devices, Surgical Disposables and Sutures (FY2024-25)

Evaluation Criteria for Manufacturers of Medical Devices, Surgical Disposibles and Sutures for Government MCC 2024-25																					
Name of the firm																					
	Technical Evaluation Matrix																				
	Product General Information				Factory Technical Evaluation Parameter								Factory Evaluated Score	Product technical Evaluation Parameters							Product Evaluated Score	Total Technical Score
					Documents Based Factory Score				Evaluation Visit Score													
S.No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
					Valid ISO 14001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid ISO 13485 certificate of the facility where the quoted product is manufactured, (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid calibration certificates for equipment / instruments used in the factory for Measuring, weighing, Assay/ Analysis of raw material, in-process material and finished products for the manufacturing of the quoted products. **(Valid Calibration Certificates attested by Quality head of the firm).**	Valid documents of the Federal Board of Revenue (FBR) showing the total financial turnover of the firm for the last year. Maximum 6 marks shall be awarded in the following manner: Financial turnover of PKR 100 to 500 million - 2 marks. Financial turnover of more than PKR 500 million and upto 1000 million - 4 marks. Financial turnover of more than PKR 1000 million - 6 marks (The document shall be attested by a Senior executive of the firm)	Adherence to Good Storage practices (GSP) for Raw material, In-process and Finished Goods. **(as evaluated at the time of inspection by the MCC expert/s). Non adherence to GSP shall lead to disqualification of the firm.**	Adherence to Current Good Manufacturing Practices (cGMP) in line with the DRAP regulations. **(to be evaluated by the MCC expert/s at the time of inspection, Noncompliance to cGMP shall lead to disqualification of the relevant section or firm)**	Availability of, Functional and validated HVAC, with all relevant equipment, testing, and logs. **(As evaluated by the MCC expert/s at the time of inspection).** **Non-availability or non-functionality of the HVAC system and/or testing, and logs shall lead to Disqualification of the relevant section / firm.**	Adequate availability of qualified & relevant Human Resource as per the requirements laid down in DRAP regulations. **(Certified by the senior executive of the firm & evaluated by MCC expert/s at the time of inspection, Non-availability shall lead to disqualification of the section/s or firm).**		Goods Declaration certificate of imported raw material of the quoted item/s from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than 24 months on the cutoff date for submission of bids. **(Certificate Duly attested by Senior Executive of the firm)**	Certificate of Analysis of raw material from the Principal Manufacturer as mentioned in the goods declaration (GD) provided in column 14, duly attested by the senior executive of the firm. **In case of Non-provision of matching GD the marks for CoA will not be awarded.**	Tender Approvals (not older than 2 years) from other Secondary & Tertiary Govt. Hospitals outside Khyber Pakhtunkhwa or JCI accredited private entities/hospitals of other provinces of Pakistan. Marks shall be awarded in the following manner: 02 Tender approvals- 01 mark 04 Tender approvals- 02 marks 06 Tender approvals- 03 marks 08 Tender approvals- 04 marks 10 or more Tender approvals- 05 marks **Note.** **Tender approval means award of contract(s) for the quoted product(s) with the same brand name and specifications / strength / dosage form. Moreover, the approval(s) shall be duly attested by the concerned procuring entity/purchasing agency/ies, etc. Copies of the supply orders/purchase orders shall not considered as tender approval.**	Valid WHO prequalification and / or valid product registration in SRA country(ies) / and / or valid free sale certificate issued by regulatory body of any SRA country(ies) **2 marks for each certification, up to a maximum of 06 marks.** **Certificates on company's own letter heads shall not be acceptable.** **(copies of relevant certificates duly attested by the senior executive of the firm)**	Samples evaluation by DTL (Failure to comply with relevant standards shall lead to Disqualification of the quoted products)	Physical examination of the quoted item/s by the MCC expert/s. Rejection of the quoted item/s by the MCC expert/s shall lead to disqualification of the said item/s.		
	Ref. No. of Item	Generic Name of Item	Size & Guage of Medical Device	Trade Name	3	5	5	6	3	3	2	2	29	5	5	5	6	10	10	41	70
													0							0	0
													0							0	0
													0							0	0

S.No	Proforma Description (Click on the hyperlink for access to the relevant proforma's)
4	Manufacturer of Medical Devices, Surgical Disposables and Sutures (FY2024-25)

Evaluation Criteria for Importers of Cotton & Related Goods for Government MCC 2024-25																		
	Name of the Firm																	
S. No.					Principal's and Importer's Evaluation Parameters						Suppliers Technical Score	Product Technical Parameters					Product Evaluated Score	Total Technical Score
					Principal Manufacturer Evaluation			Importer's Evaluation										
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
					Valid ISO 14001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid ISO 13485 certificate of the facility where the quoted product is manufactured, issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF) (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid accreditation of manufacturing unit or its relevant section/s by the US FDA or WHO or official accreditation body/regulatory bodies in the case of SRA countries (duly attested by senior executive of the firm)	Availability of minimum 20% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the MCC expert/s). **Non availability of the 20% stock at the warehouse at the time of inspection of the importer shall lead to disqualification of the quoted item/s / firm)**	Adherence to Good Storage Practices (GSP) for finished goods storage of the quoted item/s. **Non adherence to GSP, as evaluated by the MCC expert/s at the time of inspection shall lead to Disqualification of the firm.**	Adequate availability of qualified & relevant Human Resource (Presence of Category-A Pharmacist/s is/are mandatory) **(Certified by the senior executive of the firm & evaluated / confirmed by MCC expert/s at the time of inspection as non-compliance to this parameter shall lead to disqualification of the firm).**		Goods Declaration certificate of imported finished quoted item/s from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than 24 months on the cutoff date for submission of bids. **(Duly attested by the senior executive of the firm).**	Certificate of Analysis of finished quoted item/s from the Principal Manufacturer as mentioned in the goods declaration (GD) certificate provided in column 12. (Duly attested by the senior executive of the firm). **In case of Non-provision of matching GD the marks for CoA will not be awarded.**	Tender Approvals (not older than 2 years) from other Secondary & Tertiary Govt. Hospitals outside Khyber Pakhtunkhwa or JCI accredited private entities/hospitals of other provinces of Pakistan. Marks shall be awarded in the following manner: 02 Tender approvals- 01 mark 04 Tender approvals- 02 marks 06 Tender approvals- 03 marks 08 Tender approvals- 04 marks 10 or more Tender approvals- 05 marks **Note.** **Tender approval means award of contract(s) for the quoted product(s) with the same brand name and specifications / strength / dosage form. Moreover, the approval(s) shall be duly attested by the concerned procuring entity/purchasing agency/ies, etc. Copies of the supply**	Samples evaluation by DTL (Failure to comply with relevant standards shall lead to Disqualification of the quoted products)	Physical examination and / or evaluation of the quoted item/s by the MCC expert/s. Rejection of the quoted item/s by the MCC expert/s shall lead to disqualification of the said quoted item/s.		
	Ref. No. of item in MCC Formulary	Generic Name of Item	Size, Gauge, etc. of Device	Trade Name	4	5	5	7	7	7	**35**	5	5	5	10	10	**35**	**70**
											0						**0**	**0**
											0						**0**	**0**
											0						**0**	**0**
											0						**0**	**0**
											0						**0**	**0**

S.No	Proforma Description (Click on the hyperlink for access to the relevant proforma's)
5	Importers of Cotton and Related Goods (FY2024-25)

Evaluation Criteria for Manufacturers of Cotton & Related Goods for Government MCC 2024-25																				
	Name of Firm																			
S. No.	General Product Information				Technical Evaluation Matrix															
					Factory Technical Evaluation Parameters															
					Documents Based Factory Score					Evaluation visit Score				Factory Evaluated Score	Product Evaluation Parameters			Product Evaluated Score	Total Technical Score
	1	2	3	4	5	6	7	8	9	10	11	12	13	16	17	18	19	20	
					Valid ISO 14001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid ISO 9001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body. (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid ISO 13485 certificate of the facility where the quoted product is manufactured, (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid calibration certificates for equipment / instruments used in the factory for Measuring, weighing, Assay/ Analysis of raw material, in-process material and finished products for the manufacturing of the quoted products. **(Valid Calibration Certificates attested by Quality head of the firm).**	Valid documents of the Federal Board of Revenue (FBR) showing the total financial turnover of the firm for the last year. A minimum turnover of PKR 100 million is required for award of marks in this parameter. (The document shall be attested by a Senior executive of the firm)	Functional and effective Airconditioning & Ventilation System as per the requirements laid down by DRAP **(Evaluated by the MCC expert/s at the time of inspection, Non functionality of the Air Conditioning & Ventilation system in specified section shall lead to disqualification of the section or firm)**	Adequate availability of equipment / instruments in QC labs performing relevant official tests as well as compliance to Good laboratory practices (GLP) in all Labs and Current Good Manufacturing Practices (cGMP) throughout the production facility. **(Evaluated by the MCC expert/s at the time of inspection, Non availability of adequate and appropriate equipment / instruments and non-compliance to GLP , cGMP shall lead to disqualification of the relevant section or firm)**	Appropriate storage of raw material, in process and finished goods with compliance to Good storage practices (GSP) **(To be evaluated by the MCC expert/s at the time of inspection, Non compliance to GSP shall lead to disqualification of the relevant section or firm)**	Adequate availability of qualified & relevant Human Resource as per the requirements laid down in DRAP regulations. **(Certified by the senior executive of the firm & evaluated by MCC expert/s at the time of inspection, Non-availability shall lead to disqualification of the section/s or firm).**		Tender Approvals (not older than 2 years) from other Secondary & Tertiary Govt. Hospitals outside Khyber Pakhtunkhwa or JCI accredited private entities/hospitals of other provinces of Pakistan. Marks shall be awarded in the following manner: 02 Tender approvals- 01 mark 04 Tender approvals- 02 marks 06 Tender approvals- 03 marks 08 Tender approvals- 04 marks 10 or more Tender approvals- 05 marks **Note.** **Tender approval means award of contract(s) for the quoted product(s) with the same brand name and specifications / strength / dosage form. Moreover, the approval(s) shall be duly attested by the concerned procuring entity/purchasing agency/ies, etc. Copies of the supply orders/purchase orders shall not considered as tender approval.**	Physical examination of the quoted item/s by the MCC expert/s. Rejection of the quoted item/s by the MCC expert/s shall lead to disqualification of the said item/s.	Samples evaluation by DTL (Failure to comply with relevant standards shall lead to Disqualification of the quoted products)		
	Ref. No. of item in MCC Formulary	Generic Name of Item	Sizes and specifications	Trade Name	4	4	**5**	5	3	6	6	6	6	**45**	5	10	10	**25**	**70**
														0				**0**	**0**
														0				**0**	**0**
														0				**0**	**0**
														0				**0**	**0**
														0				**0**	**0**
														0				**0**	**0**
														0				**0**	**0**

S.No	Proforma Description (Click on the hyperlink for access to the relevant proforma's)
6	Manufacturers of Cotton & Related Goods (FY2024-25)

Evaluation Criteria for Importers of Non-Drug Items for Government MCC 2024-25																				
Name of the firm																				
					Technical Evaluation Matrix															
					Principal's and Importer's Evaluation Parameters															
					Principal Manufacturer Evaluation			Importer's Evaluation							Product Technical Evaluation					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
					Valid ISO 14001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid ISO 13485 certificate of the facility where the quoted product is manufactured, issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF) for the country of origin (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid accreditation of manufacturing unit or its relevant section/s by the US-FDA or WHO or official accreditation body/ies/regulatory body/ies in the case of SRA countries (duly attested by senior executive of the firm)	Availability of minimum 20% inventory of the total import of the quoted item's during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the MCC expert/s). **Non availability of the 20% stock at the warehouse at the time of inspection of the importer shall lead to disqualification of the quoted item/s and/or firm)**	Adherence to Good Storage Practices (GSP) for finished goods storage of the quoted item/s. **Non adherence to GSP, as evaluated by the MCC expert/s at the time of inspection shall lead to Disqualification of the firm.**	Adequate availability of qualified & relevant Human Resource (presence of Category-A pharmacist/s is/are mandatory) as per the requirements laid down in DRAP regulations. **(Certified by the senior executive of the firm & evaluated / confirmed by MCC expert/s at the time of inspection as non-compliance to this parameter shall lead to disqualification of the firm).**	**Suppliers Technical Score**	Goods Declaration certificate of imported finished quoted item/s from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than 24 months on the cutoff date for submission of bids. Duly attested by the senior executive of the firm.	Certificate of Analysis of finished quoted item/s from the Principal Manufacturer, as mentioned in the goods declaration (GD) provided in column 12, duly attested by the senior executive of the firm. **(In case of non-provision of matching GD the marks for GD will not be awarded).**	Tender Approvals (not older than 2 years) from other Secondary & Tertiary Govt. Hospitals outside Khyber Pakhtunkhwa or JCI accredited private entities/hospitals of other provinces of Pakistan. Marks shall be awarded in the following manner: 02 Tender approvals- 01 mark 04 Tender approvals- 02 marks 06 Tender approvals- 03 marks 08 Tender approvals- 04 marks 10 or more Tender approvals- 05 marks **Note.** **Tender approval means award of contract(s) for the quoted product(s) with the same brand name and specifications / strength / dosage form. Moreover, the approval(s) shall be duly attested by the concerned procuring entity/purchasing agency/ies, etc. Copies of the supply orders/purchase orders shall not considered as tender approval.**	Valid WHO prequalification and/or valid product registration in SRA country(ies) / and/or valid free sale certificate issued by regulatory body of any SRA country(ies) 01 mark for each certification, up to a maximum of 03 marks. **Certificates on company's own letter heads shall not be acceptable.** **(copies of relevent certificates duly attested by the senior executive of the firm)**	CE mark/Quality assurance certificate/Quality control certificate issued by conformity assessment bodies (CABs) enlisted in NANDO database under the relevant European directive for medical devices of European Union **(Verification link shall be provided),** and/or Japanese Ministry of Health, Labour and Welfare (JMHLW) certificate, and/or US FDA (510 K) / US free sale certificate of the quoted products certificates with same brand name shall be considered. **02 marks for each certification, up to a maximum of 06 marks.** **Certificates on company's own letter heads shall not be acceptable.**	Physical examination of the quoted item/s by the MCC expert/s. Rejection of the quoted item/s by the MCC expert/s shall lead to disqualification of the said item/s.	**Product Evaluated Score**	**Total Technical Score**
S. No.	Ref. No. of item in MCC Formulary	Generic Name of Item	Size, Gauge, etc. of Device	Trade Name	3	5	5	5	6	6	**30**	5	5	5	3	6	16	**40**	**70**
											0							**0**	**0**
											0							**0**	**0**
											0							**0**	**0**
											0							**0**	**0**

S.No	Proforma Description (Click on the hyperlink for access to the relevant proforma's)
7	Importers/Indenters of Non-Drug Items (FY2024-25)

Evaluation Criteria for Manufacturers of Non Drugs Items for Govt MCC 2024-25																				
Name of the firm																				
	Product General Information				Technical Evaluation Matrix															
					Factory Technical Evaluation Parameter								Factory Evaluated Score						Product Evaluated Score	Total Technical Score
					Documents Based Factory Score				Evaluation Visit Score											
S.No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
					Valid ISO 14001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid ISO 13485 certificate of the facility where the quoted product is manufactured, (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid calibration certificates for equipment / instruments used in the factory for Measuring, weighing, Assay/ Analysis of raw material, in-process material and finished products for the manufacturing of the quoted products. **(Valid Calibration Certificates attested by Quality head of the firm).**	Valid documents of the Federal Board of Revenue (FBR) showing the total financial turnover of the firm for the last year. Maximum 6 marks shall be awarded in the following manner: Financial turnover of PKR 100 to 500 million - 2 marks. Financial turnover of more than PKR 500 million and upto 1000 million - 4 marks. Financial turnover of more than PKR 1000 million - 6 marks (The document shall be attested by a Senior executive of the firm)	Adherence to Good Storage practices (GSP) for Raw material, In-process and Finished Goods. **(as evaluated at the time of inspection by the MCC expert/s). Non adherence to GSP shall lead to disqualification of the firm.**	Adherence to Current Good Manufacturing Practices in line with the DRAP regulations. **(to be evaluated by the MCC expert/s, Non compliance to cGMP shall lead to disqualification of the relevant section or firm)**	Availability of, Functional and validated HVAC, with all relevant equipment, testing, and logs. **(As evaluated by the MCC expert/s at the time of inspection).** **Non-availability or non-functionality of the HVAC system and/or testing, and logs shall lead to Disqualification of the relevant section (s) / firm.**	Adequate availability of qualified & relevant Human Resource as per the requirements laid down in DRAP regulations. **(Certified by the senior executive of the firm & evaluated by MCC expert/s at the time of inspection, Non-availability shall lead to disqualification of the section/s or firm).**		Goods Declaration certificate of imported raw material of the quoted item/s from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than 02Year on the cutoff date for submission of bids. **(Certificates duly attested by Senior Executive of the firm)**	Certificate of Analysis of raw material from the Principal Manufacturer as mentioned in the goods declaration (GD) provided in column 14, duly attested by the senior executive of the firm. **In case of Non-provision of matching GD the marks for CoA will not be awarded.**	Tender Approvals (not older than 2 years) from other Secondary & Tertiary Govt. Hospitals outside Khyber Pakhtunkhwa or JCI accredited private entities/hospitals of other provinces of Pakistan. Marks shall be awarded in the following manner: 02 Tender approvals- 01 mark 04 Tender approvals- 02 marks 06 Tender approvals- 03 marks 08 Tender approvals- 04 marks 10 or more Tender approvals- 05 marks **Note.** **Tender approval means award of contract(s) for the quoted product(s) with the same brand name and specifications / strength / dosage form. Moreover, the approval(s) shall be duly attested by the concerned procuring entity/purchasing agency/ies, etc. Copies of the supply**	Valid WHO prequalification and/or valid product registration in SRA country(ies) / and/or valid free sale certificate issued by regulatory body of any SRA country(ies) **02 marks for each certification, up to a maximum of 06 marks.** **Certificates on company's own letter heads shall not be acceptable.** **(copies of relevant certificates duly attested by the senior executive of the firm)**	Physical examination of the quoted item/s by the MCC expert/s. Rejection of the quoted item/s by the MCC expert/s shall lead to disqualification of the said item/s.		
	Ref. No. of item in MCC Formulary	Generic Name of Item	Size, Gauge, etc. of	Trade Name	3	5	5	6	5	5	5	5	**39**	5	5	5	6	10	**31**	**70**
													0						**0**	**0**
													0						**0**	**0**
													0						**0**	**0**
													0						**0**	**0**
													0						**0**	**0**
													0						**0**	**0**

S.No	Proforma Description (Click on the hyperlink for access to the relevant proforma's)
8	Manufacturers of Non-Drug Items (FY2024-25)

Evaluation Criteria for Importers of Cardiac Stents for Government MCC 2024-25																				
S.No	Name of the firm																			
	Product General Parameters				Technical Evaluation Matrix															
					Principal's & Importer's Evaluation Parameters															
					Principal's Evaluation					Importer's Evaluation				Product Technical Parameters					
	1	2	3	4	5	6	7	8	9	10	11	12		13	14	15	16	17	18
					Valid cGMP / CE Mark / Quality Assurance Certificate/ Quality Control. Certificate/COPP/COMP (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin). **In case of CE Mark / Quality assurance certificate the certificate shall be issued by conformity assessment bodies enlisted in NANDO database under the relevant European Directive for medical devices of European Union Shall be accepted only. Certificate on company's own letter head shall not be acceptable. (duly attested by senior executive of the firm).** **Non provision of the certificate shall lead to disqualification of firm**	Valid certification of US Food and Drug Administration (US FDA) of quoted item/s & Valid permission for sale/import of the quoted item/s in the US market (duly attested by senior executive of the firm). **Non-provision of any of these certificates shall lead to disqualification of the quoted item/s.**	Valid JIS certification of quoted item/s from Japanese Ministry of Health, Labour & Welfare (JMHLW) (duly attested by senior executive of the firm).	Valid ISO 14001 certificate of the facility where the quoted products are manufactured, issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Valid ISO 13485 certificate of the facility where the quoted products are manufactured, issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). **Online verification link shall be provided.**	Availability of minimum 20% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the MCC expert/s). **Non availability of the 20% stock at the warehouse at the time of inspection of the importer shall lead to disqualification of the quoted item/s / firm)**	Adherence to Good Storage Practices (GSP) for finished goods storage of the quoted item/s. **Non adherence to GSP, as evaluated by the MCC expert/s at the time of inspection shall lead to Disqualification of the firm.**	Adequate availability of qualified, (Presence of Category-A Pharmacist/s is/are mandatory), & relevant Human Resource **(Certified by the senior executive of the firm & evaluated / confirmed by MCC expert/s at the time of inspection as non-compliance to this parameter shall lead to disqualification of the firm).**	**Total Score of Principal's & Importer's Evaluation**	Goods Declaration certificate of imported finished quoted item/s from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than **24 months** on the cutoff date for submission of bids. **(Duly attested by the senior executive of the firm).**	Certificate of Analysis of finished quoted item/s from the Principal Manufacturer as mentioned in the goods declaration (GD) provided in column 13. (Duly attested by the senior executive of the firm). **In case of Non-provision of matching GD the marks for CoA will not be awarded.**	Tender Approvals (not older than 2 years) from other Secondary & Tertiary Govt. Hospitals outside Khyber Pakhtunkhwa or JCI accredited private entities/hospitals of other provinces of Pakistan. Marks shall be awarded in the following manner: 02 Tender approvals- 01 mark 04 Tender approvals- 02 marks 06 Tender approvals- 03 marks 08 Tender approvals- 04 marks 10 or more Tender approvals- 05 marks **Note.** **Tender approval means award of contract(s) for the quoted product(s) with the same brand name and specifications / strength / dosage form. Moreover, the approval(s) shall be duly attested by the concerned procuring entity/purchasing agency/ies, etc. Copies of the supply orders/purchase orders shall not considered as tender approval.**	Physical examination of the quoted item/s by the MCC expert/s. **Rejection of the quoted item/s by the MCC expert/s shall lead to disqualification of the said item/s.**	**Product Evaluated Score**	**Total Technical Score**
	Ref. No. of item in MCC Formulary	Generic Name of Item	Size, Gauge, etc. of Device	Trade Name	5	5	5	5	5	5	5	5	40	5	5	5	15	30	70
																	0		
																	0		
																	0		
																	0		
																	0		
																	0		
																	0		
																	0		

S.No	Proforma Description (Click on the hyperlink for access to the relevant proforma's)
9	Importers of Cardiac Stents (FY2024-25)

MANDATORY STANDARD FORMS (1 to 5)

BID FORM 1: BID COVER SHEET
BID FORM 2: LETTER OF INTENTION
BID FORM 3: AFFIDAVIT
BID FORM 4: PRICE SCHEDULE FORMAT FOR FINANCIAL BID
(To be submitted in separate sealed envelope)

BID FORM 5: INTEGRITY PACT

BID FORM 6: CODE OF ETHICS

BID FORM 7: CONTRACT AGREEMENT
(for information only, shall be signed by the successful bidders only)

BID FORM 8: BANK GUARANTEE (SPECIMEN)

Bid Form-1

BID COVER SHEET

Mandatory General Information of Applicant Firm

NOTE: Complete filling of this form along with the provision of all requisite information is mandatory. Missing or not providing any of the requisite information may lead to disqualification of the bidder/s from the bidding competition without any correspondence. Any appeal from bidder/s, for whatsoever reasons, shall not be entertained in such a case.

S.No.	**Name of the Bidding Firm**:	
1.	Please indicate whether the firm is: i. Manufacturer, or ii. Importer/Indenter, or iii. Both; Manufacturer as well as Importer/Indenter For various MCC formulary items offered for this bidding competition.	
2.	Please indicate out of the following category/ies, under which the Firm is applying for bidding: i. General medicines ii. I/V Fluids iii. Biological drugs iv. Medical devices including Surgical Disposables, Cotton & related goods, gauze, adhesive tapes, bandages, etc., but excluding cardiac stents v. Cardiac Stents vi. Non drug items (NDIs).	
3.	Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all working landline, mobile phone numbers and valid email address of the following: i. Owner/Proprietor of the Firm; and ii. Managing Director / CEO of the Firm; and iii. Focal person shall be an employee of the firm/bidder officially authorized for day to day official correspondence/communication if required with the procuring agency along with valid mobile number. 2. Please provide clear, legible and visible attested photocopies of all the valid requisite items mentioned items)	
4.	Please provide the following valid information regarding applicant Firm: i. Complete street address of the: a. Head Office b. Main warehouse; and ii. Valid & working official Landline Phone and Fax Numbers; and iii. Valid Mobile phone number/s of the Focal Person registered which should be registered his/her CNIC No. and name; and iv. Valid and functional Email address of the firm for all correspondence; and v. Official Website address/es.	

5.	**i.**	Please provide, in original, the bids security instrument amounting to Rupees Ten Hundred Thousands only (Rs.10,00,000/-) in the shape of Call Deposit Receipt (CDR)/Bank Guarantee in the name of the Director General Health Services, Khyber Pakhtunkhwa, along with the Financial Proposal in the sealed envelope, from a scheduled Bank of Pakistan. Ordinary crossed or open Cheques shall not be acceptable as Bids security.
	ii.	**Note:** Please also provide an attested photocopy of the same bids security document in the sealed envelope of technical proposal. **In case of provision of wrong contact information (address, email, phone etc) by the bidder, leading to any miscommunication or delay in the timely/ effective information/correspondence between the bidder and the procuring entity in the bidding process particularly and procurement cycle in general shall have no responsibility on the procuring entity.**
6.	Please provide attested copies of the following Tax related valid documents:	
	iii.	National Tax Number (NTN) of the Firm for Income Tax, and
	iv.	Last year Income Tax Return of the Firm; and
	v.	Sale Tax Registration Certificate of the Firm; and
	vi.	Certificate of Professional Tax of the Firm.
7.	In case of being a Manufacturer, the Firm should provide attested copies of the following documents also:	
	i.	Valid Drugs Manufacturing License issued by the Drugs Regulatory Authority of Pakistan (DRAP); and
	ii.	Valid Product Registration Certificate issued by the DRAP for the item/s quoted by the Firm for this bidding competition.
	iii.	Valid cGMP certificate issued by DRAP or cGMP inspection report by the DRAP (only quoted products of the Section (s) shall be considered whose GMP Inspection Report is declared satisfactory and/or which are mentioned in the GMP Certificate). Satisfactory inspection report of the area Federal Inspector of Drugs (FID) duly signed by him/her on the original inspection book of the manufacturer. Copies of the cGMP inspection report shall not be considered moreover routine inspections carried out by the FID shall not fulfill this requirement and only the inspections carried out for issuance of cGMP certificate shall be considered (Application of Renewal of cGMP along with copy of the fee challan shall be submitted with the cGMP inspection report and the same shall be verified by the MCC experts during physical inspection of the firm).
	iv.	Valid **DRAP Approved Price List** of the quoted item/s.
8.	In case of being Importers/Indenters, the Firm should provide attested copies of the following documents also:	
	i.	Valid Drugs Sales License for the importer; and
	ii.	Valid Product Registration Certificate issued by the DRAP for the imported item/s quoted by the Firm for this bidding competition; and
	iii.	Valid Agency Agreement with the Foreign Principal Manufacturer entity/ies; and
	iv.	Valid cGMP/ Certificate of Pharmaceutical Product (COPP)/ Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s, in case of CE Mark (or its supportive documents/confirmation letters that shall prove its validity) / Quality assurance certificate/Quality Control Certificate of the Principal Manufacturer for the quoted item/s, shall be issued by conformity assessment bodies enlisted in NANDO database under the relevant European Directive for medical devices of European Union (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin/ or certificate issuing country, in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin / or certificate issuing country of the quoted good/s). Certificate on company's own letter head shall not be acceptable. **Non provision of the certificate shall lead to disqualification of the firm**. (In case of Non-applicability of the above mentioned certificates for items such as Examination Gloves (Non Sterile), Adhesive Tapes (Non Sterile), Colostomy bag and colostomy paste only, provision of EC-Declaration of conformity from the principal manufacturer (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s is mandatory) and
	v.	Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s). Non provision of this document shall lead to disqualification of the firm; and
	vi.	Valid Price List of the quoted items.
	vii.	Establishment of Medical Device License issued by DRAP for the item/s quoted by the firm for bidding competition.
	viii.	For cardiac stents, provision of the following documents is mandatory apart from those mentioned in clause a

	& b above: i. Valid US-FDA certificate of the quoted item/s; and ii. Valid permission of sale or import of quoted item/s for sale in the US open market. Note: Valid cGMP/Quality Control Certificate/CE Mark/Quality Assurance Certificate/COPP/COMP certificate/s of the principal manufacturer of the quoted item/s and Valid Free Sale Certificate/s for the quoted item/s, as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s), as elaborated in the relevant section of these BSDs, shall be presented **in original** by the bidder to the inspection team of MCC expert/s at the time of inspection. Failure to comply with this instruction shall lead to disqualification of the firm for the quoted item/s and/or firm. Photocopy or scanned copy or any receipt claiming constructive possession of the same shall not be considered in lieu of the original.
9.	The bidding Firm shall also provide an Affidavit on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) for the following undertaking: **i.** I / We have carefully read the whole set of Bid Solicitation Documents for this bidding competition and that I / We have fully understood and agree to all the provisions (including, but not limited to, those provided under ITB 11.5, 16.1 and 29.1 of the Bid Data Sheet), terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and **ii.** I / We fully understand and agree that the bidding competition for which I / We have applied to enter in, shall be based on merit-based scoring system for the evaluation of technical bids which has inverse relationship with
	the rates quoted by the bidders in their financial bids submitted; and that in this situation, the lowest financial bid/s may or may not win the bidding competition; and **iii.** I / we guarantee that the quoted drug / medicine, surgical disposables, medical devices and non-drug items are, and shall be, freely available in the market of Pakistan; and particularly in the market of Khyber Pakhtunkhwa province and/or available in public and private sector health facility (ies); and **iv.** I / We shall provide to the inspection team/s of expert/s authorized for the purpose by the Directorate General Health Services Khyber Pakhtunkhwa; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities / unit, storage and warehousing facilities as well as any other area relevant, as deemed appropriate by the above-mentioned team for their purpose of visit/s. **v.** In case of any collusive, coercive, corrupt, obstructive, fraudulent practices and/or any act of misconduct by the bidding firm/focal person, in this bidding competition in relation to the decision making by the procuring entity (Selection & Rate Contracting Committee notified for FY 2024-25), shall be liable to be proceeded under KPPRA Act 2012, Rules framed thereunder, Departmental Debarment/Blacklisting Guidelines Notified vide Letter No. 2440-2500/Proc. Cell, Dated: 30-08-2018, and/or forfeiture of the bid security/performance guarantee of the bidding firm, and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken up with the DRAP or any other body / entity of the Federal Government; and **vi.** I / We have fully understood that the medical devices and items in the categories of cotton, bandages, adhesive tapes, etc. including other non-drug items shall be evaluated / examined by expert/s nominated by the Technical Evaluation Committee / Selection & Rate Contracting Committee of the Government MCC of the Health Department, Khyber Pakhtunkhwa at its sole discretion; and that the Firm shall fully agree and abide by the decision / opinion, whatsoever, of the said expert/s regarding the selection, or otherwise, of the quoted item/s for purchase / rate contracting. **vii.** I / We also undertake that submission of any false/bogus/fake/forged/ fabricated/tampered document shall lead to disqualification of our firm from this bidding competition as well as to other lawful action/s to be taken by the concerned authorities. **viii.** I / We have fully understood that no such documents shall be entertained by the Procuring Agency, which is issued after due date of Bid opening.

10.	I certify and affirm that I have attached /provided all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive. Signatures: Name: CNIC No. Designation: Address:

Bid Form-2

Letter of Intention

Bid Ref No.
Date of the Opening of Bids

Name of the Contract :{ Add name, e.g, Supply of Dugs and Medicines, etc.}

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

Dear Sir/Madam

Having examined the bidding documents, including Addenda Nos. *[insert **numbers& Date of individual Addendum]***, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the financial bid are not more than the trade price of quoted item/s in the market.

We undertake, if our bid is accepted, to deliver the Goods in accordance with terms and condition of contract agreement.

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

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

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

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

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

Signed:

In the capacity of *[insert: **title or position]***
Duly authorized to sign this bid for and on behalf of *[insert: **name of Bidder]***

Bid Form-3

AFFIDAVIT *(on Judicial Stamp Paper)*

I/We, the undersigned **[Name of the Supplier]** hereby solemnly declare and undertake that:

1) I / We, the undersigned, have read the contents of the Bidding Document and have fully understood it.
2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3) The Goods that I / We, the undersigned, propose to supply under this contract are eligible goods within the meaning of this BSD.
4) The undersigned are also eligible Bidders within the meaning of the Bid Solicitation Documents.
5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7) The undersigned are not blacklisted or facing debarment from Health Department, or its organization or project in Khyber Pakhtunkhwa.
8) The undersigned has not manufactured /import /supplied any batch of Medicine(s), Drugs, Medical Device(s), Surgical Disposables, Cotton and related goods etc., being declared as **Spurious / Adulterated /Counterfeit/ Substandard**, by DTL of Khyber Pakhtunkhwa or any other Public Drug Testing Laboratory in Pakistan, and found guilty of manufacturing/ import/supplied of spurious/adulterated/counterfeit/ substandard medicines, and convicted/ delisted/ de-registered for the quoted item(s) by any court of law or Drug Regulatory Authority of Pakistan in last three years which attained finality.
9) That undersigned has not employed any child labor in the organization/unit.
10) We understand that the Procuring Agency or any of its committees are not bound to accept the lowest or any other bid they may receive.

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

Signatures with stamp

Name:_____

Designation: _____

CNIC No._____

For Messrs. [***Name of Supplier***]

Bid Form-4

Note: ***This form is to be submitted in a separate sealed envelope to be kept within the main sealed envelope of the bid.***

Price Schedule format for Financial Bid of Government MCC for the year 2024-25

1. In case of Drugs/Medicines, the unit price of each item shall be quoted and submitted in the following format:

S.No.	Serial No. of quoted Drug / Medicine in the MCC Formulary 2024-25	Generic Name with Strength and Dosage Form of quoted Drug / Medicine	Trade/Brand Name of quoted Drug / Medicine	Maximum Retail Price (MRP) of the quoted items	Trade Price of quoted Drug / Medicine (Unit price)	Rate Offered per unit in Pak. Rupees (Rs) for quoted Drugs / Medicines.
1						

Note: Quoted price of the items shall be rounded up to two decimal points. For Example, Rs. 16.34/.

2. In case of Surgical Disposables, Medical Devices (Type 1 and 2) (NDIs), the unit price of each item shall be quoted and submitted in the following format:

S.No.	Serial No. of quoted item in the MCC Formulary 2024-25	Generic Name with sizes/measurements of quoted item	Trade / Brand Name of quoted item	Maximum Retail Price (MRP) of the quoted item	Trade Price of quoted item (Unit price)	Rate Offered per unit in Pak. Rupees (Rs) for the quoted item
1						

Note: Quoted price of the items shall be rounded up to two decimal points. For Example, Rs. 16.34/-

Bid Form-5

INTEGRITY PACT *(on Judicial Stamp Paper)*

Declaration of Fees, Commission and Brokerage Etc. Payable by Suppliers of Drugs/Medicines, Surgical Disposables, Medical Devices & Non Drugs Items for Govt: MCC 2024-25

In response to advertisement related to the bidding process / competition regarding purchase and supply of drugs, non-drugs and surgical disposable items for 2024-25 for the health facilities / institutions through Directorate General Health Services, Khyber Pakhtunkhwa, Peshawar, I, Mr. / Ms._____ _____ s/o, d/o_____bearing CNIC No. _____, and having the Designation of_____in Messrs. (M/S) [***Name of Supplier***] do hereby solemnly affirm, declare and certify on behalf of M/S [***Name of Supplier***] that:

1. [***Name of Supplier***] has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice; and
2. That without limiting the generality of the foregoing, [***Name of Supplier***] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto; and
3. That [***Name of Supplier***] has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty; and
4. That ***[Name of Supplier]*** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP; and
5. That notwithstanding any rights and remedies exercised by GoKP in this regard, [***Name of Supplier***] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Signatures with stamp
Name:_____
Designation:_____
CNIC No. _____
For Messrs. [*Name of Supplier*]

Witness No. 1 **Witness No. 2**

(Signatures, name, father's name, CNIC & address of each Witness)

Bid Form-6

DECLARATION/CODE OF ETHICS
FOR THE MEMBERS OF THE PROCUREMENT COMMITTEES
GOVT. MCC, KHYBER PAKHTUNKHWA

In performing the operations as a member/s of the procurement committees of the bidding process/competition regarding purchase and supply of drugs, non-drugs and surgical disposable items for the year 2024-25 for the health facilities / institutions through Directorate General Health Services, Khyber Pakhtunkhwa, Peshawar, I/We do hereby solemnly affirm, declare and certify that:

(1) I/We shall perform my/our official duties in compliance with the approved BSDs, and the prevailing laws. When performing the operations of this procurement, the member shall act exclusively in the public interest and shall ensure equal treatment of the bidders/products.

(2) I/We shall perform my/our activities with full diligence, honesty and to a high professional level, which shall be continuously upgraded.

(3) I/We shall not be engaged in any activities that are contrary to the legitimate performance of my/our official duties, and I/We shall do everything to avoid situations and conduct that could impair the interest or the reputation of the Govt. MCC in which I/We am/are nominated/employed.

(4) When performing my/our official duties, as member/s of the procurement committees, I/We shall not be influenced by partiality for achieving certain results.

(5) While performing specific tasks and deciding about the rights, the duties and the interests of the citizens and the legal entities, I/We being member/s of the procurement committees shall not be led by incorrect, unjustified or unreasonable assessment of the factual situation due to prejudice, realization of ambitions for conflict of interests, intimidation or threats by the superior member of the procurement committees, the official managing the body in which the civil servant is employed or by the persons affected by the respective act or decision and shall provide equal treatment to the bidders to ensure the realization of the rights and the legitimate interests of the bidders and the other entities.

(6) I/We shall independently reach to the decisions and shall decide objectively on the basis of the facts of the case, taking into consideration only the legally relevant facts and acting without unnecessary delay.

(7) I/We shall adhere to the appropriate procedure when performing the official duties within my/our competence, especially rejecting any pressure, even the one from my/our superiors.

(8) I/We shall not use advantages arising from my/our status as member/s of the procurement committees nor shall I/We use the information acquired due to my/our position for my/our personal benefit. My/our duty shall be to avoid any conflict of interests, as well as situations that could lead to suspicion for conflict of interests.

(9) I/We shall not consciously mislead the public or the other member/s of the procurement committees within the body.

(10) I/We shall treat the information I/We acquired due to my/our position in the procurement process with the all necessary secrecy and shall provide appropriate information protection.

(11) I/We shall not represent or express my/our political view in performing the official duties.

(12) I/We shall not let my/our personal financial interest, or my/our family, relatives, and friends to be in conflict with my/our position and the status of authorization as member/s.

(13) I/We shall not ask for nor accept, for myself/ourselves or for others, gifts, services, assistance or any other benefit that could affect or that could seem to affect my/our decision/s for certain issues, or that could corrupt my/our professional approach towards certain issues in this bidding process.

(14) I/We shall not accept gifts or gratitude that could be deemed as reward for those activities, the performance of which is my/our responsibility.

1. Dr. /Mr./Ms. _____ Designation _____

2. Dr. /Mr./Ms. _____ Designation _____

3. Dr. /Mr./Ms. _____ Designation _____

4. Dr. /Mr./Ms. _____ Designation _____

5. Dr. /Mr./Ms. _____ Designation _____

6. Dr. /Mr./Ms. _____ Designation _____

7. Dr. /Mr./Ms. _____ Designation _____

8. Dr. /Mr./Ms. _____ Designation _____

9. Dr. /Mr./Ms. _____ Designation _____

10. Dr. /Mr./Ms. _____ Designation _____

Bid Form-7

GOVERNMENT MCC RATE CONTRACT AGREEMENT

(for successful bidders)

THIS RATE CONTRACT AGREEMENT is made and agreed today on the ___ day of **[Month],** 2024 between the Director General Health Services, Health Department, Government of Khyber Pakhtunkhwa *(hereinafter referred to as the Procuring Agency or first party, which expression shall, where the context admits, be deemed to include the successors and / or assignee/s of the Provincial Government of Khyber Pakhtunkhwa)*; and Messrs. [***Name of Supplier***] through Mr._____ Designation_____CNIC No. _____, *(hereinafter referred to as the Supplier or second party or he or his or him, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s)* that:

WHEREAS the Procuring Agency has made a bidding competition under the approved Bid Solicitation Documents for the year 2024-25 *(hereinafter referred to as the BSDs)* approved for the selection and rate contracting of drugs/medicine, medical devices, surgical disposables and other non-drug items *(hereinafter referred to as goods)* for actual purchases of the selected and rate contracted goods to be made by the offices / officers of the Health Department, Government of Khyber Pakhtunkhwa *(hereinafter called the Purchasing Agency or Purchasing Agencies or Purchasing Agency/ies, where the context so admits);* and

WHEREAS the Supplier has won the bidding competition for selected goods, as listed in the Schedule-1 of this contract agreement; and

WHEREAS the Supplier declares that he is not a broker, middle-man, distributor or authorized dealer of, or acting on behalf of any entity or person, but himself a genuine Manufacturer and / or direct Importer/Indenter of the goods for which he has won the bidding competition for supply of the same to the Purchasing Agency/ies, as defined in the BSDs, throughout the province of Khyber Pakhtunkhwa *(hereinafter referred to as the Province)*; and

WHEREAS both the parties have agreed that the Purchasing Agencies in the Province shall purchase all, or some, or none of the goods, as of details given in the Schedule-1 of this Contract Agreement, from the Supplier at the sole discretion of the individual Purchasing Agency/ies in subordination to laws and matters ancillary to the terms and conditions of the BSDs; and **WHEREAS** the Supplier shall supply all the goods ordered by the Purchasing Agency/ies to the latter in the quantity as mentioned in the supply order to be issued by the Purchasing Agency within the timeframe as mentioned in clause-22 of this contract agreement;

Now, therefore, both the parties hereby mutually agreed to enter into this contract agreement as under:

1. The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration as submitted by him through an affidavit on judicial stamp paper along with the Bid Form-1 of the BSDs along with his bid; and also that in case of any kind of breach of the said declaration, the Supplier shall be liable to be proceeded against by the Procuring Agency and / or Purchasing Agency concerned, as the case may be, in accordance with the clauses of this rate contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern the situation/s.
2. The Supplier shall supply the ordered goods to the concerned Purchasing Agency exactly at the address of the official premises situated within the district of the official jurisdiction of the latter as provided in the supply order issued to the former.
3. The Supplier shall be solely responsible for the safe and appropriate method and mode of transportation, loading, unloading and staking of the supplied items till, and at the time of delivery to the destination address indicated by the Purchasing Agency in the district of its jurisdiction.
4. The Supplier shall be solely responsible for any damage, untoward incidence, maintenance of

required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied goods till the time of delivery and the consequences arising therefrom, if any.

5. The Supplier shall not claim or charge any transportation, loading / unloading, labour or any other charges, whatsoever, related to or in the name of logistics, accidents, insurance, freight, toll tax, etc.

6. The Supplier shall supply all the goods in full conformity to the specifications as laid down in the BSDs.

7. The Purchasing Agency shall arrange to obtain randomized sample/s for each formulary item of the supplied goods, as in the BSDs and belonging to the categories of drug/medicine, medical devices and surgical disposables through the notified Drug Inspector/s concerned for sending the same to the concerned Drug Testing Laboratory for Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder as well as provisions of the BSDs, further subject to the following condition/s:

a. The supplied goods declared in contravention to any provision of the Drugs Act 1976, DRAP Act 2012 and rules made thereunder, shall be re-supplied by the Supplier at his sole risk and cost and at no cost to the Purchasing Agency, within 07 days from the date of intimation to the Supplier or his focal person, as nominated by the Supplier in the Bid Form-1 of his bid submitted under the BSDs, at such place as the Purchasing Agency may direct in accordance with clause-2 of this contract agreement.

b. The Purchasing Agency shall arrange to obtain sample/s of the re-supplied goods as in clause- 7 (a) above, for the purpose of Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules made thereunder.

c. In case of non-supply or delayed supply or partial supply of replacement items, as in clause-7 (a) above, the Supplier shall be liable for imposition of one or more penalties as provided in clause-22 of this contract agreement.

d. All the contravened stock of goods, as in clause-7(a) above, if seized by the authorities shall be the case property under the provisions contained in the Drugs Act, 1976 and the rules made thereunder.

e. The supplier shall be responsible to make arrangements for appropriate storage and the matters ancillary to the safe custody of the seized case property as in clause-7(d) above at his sole risk, cost and responsibility with no claim, whatsoever, from the concerned Purchasing Agency, and / or the Drug Inspector, and / or Procuring Agency. The firm will also produce batch wise cold chain data from the source of origin & thermoLog data from factory to ware house for temperature sensitive drugs.

f. In case the destruction of the seized stock, as in clause-7(d),(e) above, is required to be undertaken under the applicable laws and rules, all the costs involved in the execution of the decision and destruction, whatsoever, shall be solely borne by the supplier without any claim of any nature, whatsoever, from the concerned Purchasing Agency or Drug Inspector or Procuring Agency.

g. Any of the item, as per clause-7 above, if initially declared to be in contravention with any provision of Drugs Act 1976, but later on declared as of standard quality by the concerned Appellate Drugs Testing Laboratory, shall be returned to the supplier by the concerned Drug Inspector in a lawful manner.

h. The cost/fee of the test analysis for samples of the item/s (approved by the selection & rate contracting committee), supplied in response to the purchase orders issued by different health facilities/purchasing entities shall be paid by the bidder(s), The Incharge Drug Testing Laboratory shall calculate the fee of the tests on the basis of time spent, reagents/chemicals, etc., used for the conduct of test/analysis performed for the quality assessment of samples of the said items.

8. Supplier shall supply to the Purchasing Agency the freshly manufactured goods having maximum possible long expiry dates with the minimum remaining shelf life of at least 65% in case of imported goods and at least 85% in case of locally manufactured goods within Pakistan.

9. The Supplier shall hoist the list of supplied goods on his official website, while indicating name

of items, name of manufacturer / importer/indenter, Invoice No., warranty & date, Registration No., Batch No., quantity, unit price and expiry date of the supplied goods along with the name of the Purchasing Agency.

10. In case of taking any action in contravention to any provision of the applicable law and rules, the Supplier shall render himself liable to such lawful action/s as deemed appropriate and taken against him under any or all the applicable law/s, rule/s of the Government of Khyber Pakhtunkhwa, terms and conditions of the BSDs and the clauses of this contract agreement.

11. The Purchasing Agency shall recommend to the Procuring Agency for taking legal / lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Supplier, pertaining to the Drugs Act 1976 or in the execution of this contract agreement.

12. The Procuring Agency shall take lawful / legal action against the Supplier in accordance with the clauses of this contract agreement as well as relevant and applicable laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern suchlike situation/s, which may, inter alia, include but not limited to blacklisting, forfeiture of earnest money and performance guarantee, if any.

13. The Supplier agrees to the following conditions related to packing, packaging and labelling of the goods to be supplied to Purchasing Agencies under this contract agreement:

- **a.** Each item shall be supplied to Purchasing Agency in the packing and packaging unit as approved and registered by the DRAP. The supplier shall supply all the unit items bearing the words **"GOVERNMENT OF KHYBER PAKHTUNKHWA MCC SUPPLY"** and **"NOT FOR SALE"** *in block letters and clearly visible manner* with indelible ink, **along with the name of the Purchasing Agency concerned** on the label, outer packing of each individual unit item as well as on its outer carton/s.
- **b.** The labels shall comply with all the requirements as laid down under the Drugs Labelling and Packing Rules 1986. The strip / blister shall clearly indicate expiry date of the same medicine in a clear and legible manner.
- **c.** The goods shall be packed and transported to the Purchasing Agency in accordance with the provisions contained in the Bid Solicitation Documents.
- **d.** The items related to the category of Absorbent Cotton / Surgical Gauze / Cotton Bandages / Crepe bandage, etc. shall be supplied in strict compliance with the instructions contained in Notification No. F.6-6/2005-Reg-II (south) dated 13/9/2006 of the then Federal Ministry of Health, Pakistan.

14. The Procuring Agency or its representative shall have the right to inspect the manufacturing facilities, premises, warehouses, godowns, laboratories etc. at any time during the financial year 2024-25 /or till the execution of supply orders given under this contract agreement by the Purchasing Agency of the Province. If anything found in contravention of cGMP, clauses of Drugs Act 1976 or of this Contract Agreement the Procuring Agency shall have the sole right and authority to take any lawful action as deemed appropriate, against the Supplier which may include, but not limited to cancellation of supply order/ orders given to the Supplier by the Purchasing Agency as well as imposition of penalties, forfeiture of supplied stock, forfeiture of performance guarantee or earnest money as the case may be, stoppage or recovery of payment made to the supplier as well as taking any other lawful action.

15. The Supplier agrees that the approved price of all individual items in Schedule-1 of this contract agreement, as quoted by him in the financial bid, shall remain valid till and up to 30th June 2025.

16. As mentioned in Special Conditions of Contract, the bid security of Rs. 10,00,000/- from the Supplier as already received by the Procuring Agency at the time of bids submission under GCC Clause 15, shall be retained by the Procuring Agency as Performance Security till the end of contract period and will be released back to supplier in response to applying for the same by him to the Procuring Agency after successful completion of all the contractual obligations of this contract agreement and the BSDs.

17. The Supplier shall provide legal and valid warranty to the Purchasing Agency for all the goods supplied under this contract agreement, which fall under the provisions of Drugs Act 1976,

DRAP Act 2012 and the rules framed thereunder, on prescribed Form-2A in accordance with the mechanism prescribed for the purpose.

18. For Non-Drug Items, the Supplier shall provide appropriate warranty to the Purchasing Agency in accordance with Special Conditions of Contract of the BSDs for this bidding competition, for each item supplied in response to supply orders.

19. In case the Supplier had been awarded marks during the technical evaluation for API source accreditation for Drugs / Medicines, and for medical grade material certification for medical devices & Non-Drug Items, and for Pharmaceutical grade certification for immediate containers of Drugs/medicines shall warranty the supply of all such goods with the same certified quality, material and specification to the Purchasing Agency throughout the validity period of this contract agreement.

20. Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Supplier to the Purchasing Agency immediately after completion of supply of ordered stock. The Supplier shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.

21. In case of any collusive, coercive, corrupt, obstructive, fraudulent practices and/or any act of misconduct by the approved firm and/or its focal person, during the contract period in relation to the decision making by the procuring entity (Selection & Rate Contracting Committee notified for FY 2024-25), shall be liable to be proceeded under Departmental Debarment/Blacklisting Guidelines Notified vide Letter No. 2440-2500/Proc. Cell, Dated: 30-08-2018, and/or forfeiture of the bid security/performance guarantee of the bidding firm, and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken up with the DRAP or any other body / entity of the Federal Government; and

22. In case of situation related to Force Majeure, the Supplier may immediately without delay inform the Procuring Agency as well as the Purchasing Agency in writing about the situation along with solid proof of the situation through the fastest, lawful and available means of communication, but not through the electronic mail, and request the Procuring Agency for the grant of extension in the supply period.

a. The Procuring Agency, in case of being fully satisfied with the genuineness of situation arising from the claimed Force Majeure by the Supplier, may extend the period of supply of goods up to a maximum of not more than thirty days.

b. The Procuring Agency and / or Purchasing Agency shall, in no case, be responsible or held responsible for any complications in making payments to Supplier by the Purchasing Agency that may arise from the closure of financial year, and / or lapse, and / or surrender of public funds, vis-à-vis, the standard and normal public sector financial management laws, rules, regulations, procedures and practices governing the Procuring Agency, and / or Purchasing agency/ies.

c. After the expiry of extended period as in clause-22(a) above, the supply order shall stand cancelled to the extent of non-supplied goods and the performance security in the form of retained bids security, as in clause-16 of this contract agreement shall be forfeited in favour of the Procuring Agency.

23. The Supplier agrees that the supply of the ordered goods under this agreement shall be completed by the Supplier i.e., Local Manufacturer within thirty (30) days and Importer/Indenter Supplier within sixty (60) days after the receipt of supply order/s from the Purchasing Agency/ies, except in situation/s covered under clause-22 above regarding Force Majeure. In case of delay in supplies reaching to the Purchasing Agency, the following penalties shall be imposed by the Purchasing Agency upon the Supplier:

a. Upon delay in supply beyond 30 and 60 days for local manufacturer supplier and for importer/indenter supplier respectively a lump sum penalty of 1% per week shall be deducted up to a maximum of 7% penalty for 7 weeks, of the total quoted price of such goods,

whose supply was delayed out of the same supply order as issued to the supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency.

b. In case of delay in supply beyond 7 weeks after the cutoff days, as mentioned in clause-23(a) above, the supply order issued by the Purchasing Agency shall stand cancelled to the extent of non-supplied items and in such a case, the Procuring Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is

i. Forfeiting the bids security and / or performance guarantee of the Supplier as related to this contract agreement; and / or

ii. Immediately debarring the selected item/s and/or Supplier/firm from future participation and business not less than one year and up to next three (03) calendar years with the Government of Khyber Pakhtunkhwa through MCC or any other health institution, project and / or Program directly or indirectly run or implemented by or through the provincial Health Department or Purchasing Agencies in the Province, as defined in the BSDs, and District Governments in the Province; and / or

iii. Initiating the process for and recommending for permanent blacklisting of the Supplier with the Purchasing Agencies under Debarment/Blacklisting Guidelines Notified vide Letter No. 2440-2500/Proc. Cell, Dated: 30-08-2018.

iv. The applicant bidder shall be debarred/blacklisted from the process of contract framework agreement 2024-25 either for its quoted item/s and/or firm from the bidding competition at any stage where the bidder has been declared defaulter firm/non-supplier firm in the Govt. MCC contract agreement period of FY 2023-24 (**30th June 2024**) and/or current FY 2024-25 reported by purchasing agencies as a non-supplier firm and proceeded by procuring entity as per Debarment/Blacklisting Guidelines of Health Department.

24. The Supplier agrees that the supply order/s of the goods which are issued till the last day of the financial year (30th June, 2025) by the purchasing entity/ies under this agreement shall be completed, in case of failure the supplier shall be liable to all the penalties enunciated in clause 23(a) & (b) of this agreement.

25. Notwithstanding any rights, duties and / or remedial measures and / or managerial actions taken and / or to be taken and / or any powers exercised and / or to be exercised by the Procuring Agency and / or Purchasing Agency and / or Purchasing Officer/s with regard to the execution of this contract agreement, the Supplier agrees to indemnify all of them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and / or practices and / or otherwise.

26. The Supplier further agrees to pay compensation to the Government of Khyber Pakhtunkhwa of an amount equivalent to ten times the sum of any commission, gratification, bribe or kickback and / or finder's fee given by the Supplier for the purpose of obtaining and / or inducing the procurement of any contract, right, interest, privilege or other obligation/s or benefit/s in whatsoever form, from the Procuring Agency or any of the Purchasing Agencies.

27. The supplier further agrees that all the data related to supplies throughout the financial year shall be provided to the procuring entity by the end of financial year. The CDR/Bank Guarantee of the supplier shall not be released till the provision of the said data.

28. The Procuring Agency and / or Purchasing Agency, as the case may be, and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract / supplies. However, despite such negotiation if the Purchasing Agency & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary to Government of Khyber Pakhtunkhwa, Health Department, Peshawar for decision through a Dispute Resolution Committee under the chairmanship of Special Secretary Health with Additional Secretary Health (Development) or Additional Secretary Health (Establishment) and Deputy Secretary Drugs as members.

29. Both the parties agree that the Procuring Agency in the capacity of being the overall head of the Government Medicine Coordination Cell, or otherwise, has the authority to regulate, if

deemed appropriate, under the provisions in the BSDs, through imposing restrictions and / or classifying and / or grouping any selected quoted item/s for stopping, increasing or decreasing the purchase of such item/s by the Purchasing Agency/ies to rationalize and / or control the use and / or misuse of such item/s.

30. The procuring agency may extend the duration for the framework contract to another year, extendable up to a maximum of three years; provided that every extension shall be approved by a committee, notified by the Administrative Department, to determine competitiveness and assess value for money as per the KPPRA Rules (31A) of 2014.

31. In case of single complying bid, the procuring entity may conclude the procurement contract through negotiation on quality upgrades, mode and schedule of delivery or cost reduction. In case the bid price is above engineer estimates or market analysis report, conducted by the procuring entity, after due diligence, in such eventuality, the successful bidder shall be asked to match that price in order to protect public interest and to ensure general principle of timelines for procurement as enunciated in section 3 of the Act as per the KPPRA Rules (42A) of 2014.

_____ **Director General Health Services** **Khyber Pakhtunkhwa** **For and on behalf of Government of Khyber Pakhtunkhwa,** **Health Department, Peshawar**	_____ Signature: Name: Designation CNIC No. Stamp: **For and on behalf of** **Manufacturers /Importer/Indenter**
WITNESS NO. 1 **Director Govt. MCC, DGDC&PS,** **Health Department, Khyber Pakhtunkhwa,** **Peshawar**	**WITNESS NO. 2** Signature: Name: Father's Name: Address: CNIC No.

Schedule -1

Directorate General Health Services, Khyber Pakhtunkhwa

Government MCC 2024-25

1. **Name and Address of Supplier:**

2. **List of Selected/Approved Item/s from the Supplier along with quoted unit price/s:**

S.No.	MCC Formulary No.	Approved Product/s Generic Name	Strength, Dosage form	Brand Name	Volume / Pack Size	Approved Rate/Unit
1						
2						
3						
4						
5						
6						

BID FORM-8

BANK GUARANTEE *(Specimen)*

Guarantee No. **_____**
Initial Date of Issue: **_____**
Amount of Guarantee PKR: **Rs: 10,00,000/-Rupees Ten Hundred Thousand Only)**
Date of expire of Guarantee: **31.07.2025 (Extendable)**
Claim Lodgment Date: **31.07.2025 or Later as decided by the procuring entity.**

From: ***(Bank Name and complete address)***

To: Director General Health Services
Khyber Pakhtunkhwa Peshawar.

We "***(Bank Name)***" having its place of business at ***(Address of the Bank)*** and Head office ***(Address of the head office)*** (Hereinafter referred to as the Guarantor), understand that ***Name and Address of the Bidder*** (hereinafter referred to as the Customer/Bidder) as per requirement of Bid Solicitation Documents (BSDs) for FY 2024-25, required to furnish a Bank Guarantee in respect of said BSDs for an amount of **Rs. 10,00,000/- (PKR Ten Hundred Thousand Only) for (*Name of the Customer/Bidder*).**

Now therefore in consideration of the above, we the Guarantor, guarantee unconditionally the due payment to you unconditionally upon demand of such sum or sums not exceeding **Rs. 10,00,000/- (PKR Ten Hundred Thousand Only)** in the event that Customer/Bidder fail to perform or fulfill any of the terms and conditions of the BSDs at the time or during the period specified in the guarantee, provided that any such demand here under is received in writing at this office within the validity of this Guarantee period accompanied by your written declaration to us that the Customer/Bidder has failed to comply with the terms of the conditions/Regulations and such declaration shall be accepted by us as conclusive proof that the amount claimed is due to you and we shall pay you the amount under this Guarantee. Our liability under this guarantee shall not be affected by any dispute or difference between you and the Customer/Bidder or by forbearance or indulgence granted by you to the Customer/Bidder or by any other security held by you from the Customer/Bidder relating to the above-mentioned Regulations or any violation in the Regulations or any other manner or thing which might affect our liability hereunder.

Notwithstanding anything contrary contained herein above, our maximum liability under this guarantee shall not in any case exceed **Rs. 10,00,000/- (PKR Ten Hundred Thousand Only).** This guarantee shall remain valid up to **31.07.2025 (or Later as may be decided by the procuring entity)**. Any claims under this guarantee must be received in writing along with the original bank guarantee and all the amendments if any, on or before expiry of this guarantee i.e., **31.07.2025**. After which date this guarantee will become automatically void and bank will be absolved of its liability under this guarantee whether or not the original is returned to us for cancellation. This agreement shall be governed by and construed in accordance with the laws of Pakistan.

For and on behalf of (Bank Name)

Authorized Person Signature with Stamp/Seal