PROJECT DIRECTOR
Extension of D-TALK & Insulin for Life

Bid Solicitation Documents (BSDs)

National Competitive Bidding

For

SELECTION AND RATE CONTRACTING OF DRUGS / MEDICINES AND INSULIN/BIOLOGICALS

FOR THE FINANCIAL YEARS 2024-25

Government of Khyber Pakhtunkhwa

Health Department

September- 2024

INVITATION FOR BIDS

PROJECT DIRECTOR, EXTENSION OF D-TALK & INSULIN FOR LIFE, HEALTH DEPARTMENT KHYBER PAKHTUNKHWA, PESHAWAR

SELECTION AND RATE CONTRACTING OF MEDICINES AND INSULIN FOR THE FY 2024-25

In compliance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Act, 2012 and KPPRA Rules, 2014, The Project Director, Extension of D-TALK & Insulin for Life, Health Department, Khyber Pakhtunkhwa, House#61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar invites sealed bids from:

1. Manufacturer/s and/or Importer/s of medicines / drugs/biologicals 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 underThe Drug Act 1976 & Rules framed thereunder.
2. Manufacturer/s and/or Importer/s of various items interested to enter in this bidding competition may obtain bidding documents from the websites i.e. **www.kppra.gov.pk, www.healthkp.gov.pk** or **www.dghskp.gov.pk** or visit to Project office, located at House#61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar for collecting bidding documents free of cost.
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 **'Project Director, Extension of D-TALK & Insulin for Life Technical Bid 2024-25'** and **'Project Director, Extension of D-TALK & Insulin for Life 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 Extension of D-TALK & Insulin for Life FY 2024-25**" along with the identification and contact details of the bidder.
4. A Pre-bid meeting is scheduled to be held on **18th September, at 10:30 AM,i**the Committee room of the **Project Office, Extension of D-TALK & Insulin for Life, Health Department, House#61-D, Syed Jamal-ud-Din Afghani Road, University Town,** Peshawar.
5. Bidders must submit sealed bids to the office of the **Project Director, Extension of D-TALK & Insulin for Life, Health Department, House#61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar** on **or 26th September 11:00 AM** and shall be open on the same day at **11:30 AM** in the presence of bidders or their authorized representatives (who choose to attend the bids opening process) Any bids presented / submitted / received later than this deadline shall not be considered and shall be rejected without any further processing.
6. Mandatory Bid Security / Earnest Money amounting to a flat rate of **Rupees Six Hundred Thousand only (Rs.600,000/-)** from each bidder in the shape of CDR/Bank Guarantee, 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. An affidavit stating the bid security is placed inside the sealed envelope of Technical Proposal. Ordinary crossed or open Cheques shall not be acceptable as Bid's security.

security is placed inside the sealed envelope of Technical Proposal. Ordinary crossed or open Cheques shall not be acceptable as Bid's security.

7. Quotation must be computer typed & printed; the Offered rate, 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.
8. The bidders are required to submit the unit prices of quoted items on the format as prescribed for financial bid in the Bid Solicitation Documents.
9. Quotations with cutting, erasing, and over-writing shall not be accepted to the extent of that particular quoted item.
10. The Selection & Rate Contracting Committee of the Project, Extension of D-TALK & Insulin for Life, Health Department, 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.

PROJECT DIRECTOR
EXTENSION OF D-TALK & INSULIN FOR LIFE
HEALTH DEPARTMENT
H#61-D, SYED JAMAL-UD-DIN AFGHANI ROAD
UNIVERSITY TOWN, PESHAWAR.
PHONE# 091-9216338-2601028 Email: pdedtifl@gmail.com

BID DATA SHEET

S.No	Introduction/Description	Detail
01	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Project Director, Extension of D-TALK & Insulin for Life, Health Department, Khyber Pakhtunkhwa, Peshawar.
02	Procuring agency's address, telephone, telex, and facsimile, numbers.	Extension of D-TALK & Insulin for Life, Health Department, Government of Khyber Pakhtunkhwa Tel No: 091-9216338-9201028 Email: pdedtifl@gmail.com
03	Language of the bid.	English
Bid Price and Currency		
04	Price quoted shall be:	Pakistani Rupees (Rs.)
05	The price shall be fixed	The price shall be fixed and valid till 30th June 2025.
Preparation and Submission of Bids		
06	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/biologicals 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.

07	Amount of bid security.	Rs. 600,000/- (PKR one Million only)
08	Bid validity period.	30th June, 2025.
09	Number of copies.	One (ORIGINAL BID)
10	Address for bid submission.	House#61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar. Phone# 091-9216338-2601028 Email: pdedtifl@gmail.com
11	IFB title and number.	Selection and Rate Contracting (Contract Framework Agreement) of Drugs / Medicines and Insulin/Biolgocials for the year 2024-25.
12	Deadline for bid submission.	On **or before 26th September, 2024 11:00 AM**
13	Time, Date and Place for bid opening.	**11:30 AM, 26th September, 2024, Office of the Project Director, Extension of D-TALK & Insulin for Life, H#61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar**
Bid Evaluation		
14	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.

15	Details on the evaluationmethod or reference to the TechnicalSpecifications	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, evaluation /using by the end user/s 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 surveyshall lead to disqualification of the firm/product (s). Physical Inspection of manufacturers and importers will be carried out through a uniform checklist/Performa. If required 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 In case the Supplier had been awarded marks in product evaluation parameter during the technical evaluation for API source accreditation for Drugs / Medicines/Biologicals, and for medical grade material certification for medical devices & Non-Drug Items, and for Pharmaceutical grade certification for immediate containers of Drugs/medicines/biologicals 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.
Contract Award		
16	Percentage for quantity increase or decrease.	The percentage for quantity increase or decrease will be subject to availability of fund as well as demands and necessity from centers located across the Province under the Project.

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.

1. Definitions

i. The Goods are: **Drugs / Medicines and Insulin/Biologicals**

ii. **The Procuring Entity / Agency is:** Project Director, Extension of D-TALK & Insulin for Life, Health Department, Khyber Pakhtunkhwa.

iii. The Supplier is: "the individual or firm supplying the Goods and Services under this Contract"and includes the following:

a. Manufacturer/s and / or Importer/s of drugs / medicines and insulin/biologicals authorized by the goods' Principal Manufacturer or producer for import / supply of the said quoted goods in Pakistan, registeredas such with the Drug Regulatory Authority of Pakistan (DRAP) for the quoted item/s fallingunder The Drug Act 1976 & Rules framed thereunder.

iv. The Project Site is: **House#61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar.**

2. Performance Security

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

However, the bid security of Rs. 600,000/- from the successful bidders as received at the time of bids submission under, 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 and relevant applicable laws governing the nature of goods, e.g., the Drug Act 1976, The DRAPAct 2012 and rules framed there under shall remain in force and valid despite the discharge of Performance Security.

3. Inspections and Tests (In accordance with the clauses of contract with the Procuring Agency)

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 samplesshall 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.

i. The Technical Evaluation shall be conducted by the Inspection Team/s of the Project so constituted by the Selection and Rate Contracting Committee (S&RCC) or by Technical and Evaluation (T&E) Committee of the Project to:

a. Undertake examination of the original documents and the attested copies of which had been submitted by the bidder/s along withthe technical bids; and
b. Undertake the physical inspection (if required) of the relevant premises to verify the status of Current Good Manufacturing Practices (cGMP), and Good Storage Practices (GSP) Parameters for manufacturers and importers, as the case may be, for the quoted item/s. 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/biologicals item/s, e.g., Certificate of Analysis, invoice, etc. of the material/s used in manufacturing of the immediate container of quoted drug / medicine/biologicals item/s, including that of its stopper / lid / cap.
d. The physical inspection (if required) of the manufacturers and importers, shall be intimated as a

public noticeon the official website of health department, Khyber Pakhtunkhwa and Authority, one week priorto the expected date of Physical inspection, and no individual notice/fixed date and time shall be served / communicated to the applicant bidders.

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.

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. All the successful bidders for Drugs/Medicine and Insulin/Biologicals falling under the Drugs Act 1976, before signing the Contract Agreement shall provide to the Procuring Agency, the Testing Method/s, Lab. Protocols and lot release certificate (if applicable).

v. Any other appropriate method/arrangements may be adopted by the Committee or to assess and/or assure the quality of goods being purchased and / or supplied to the Procuring and / or Purchasing Agency.

vi. The physical inspection of supplied stock by the inspection team so constituted for the purpose at the level of purchasing entity and, sampling for DTL testing / analysis of approved items as per Drug Act 1976, 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.

4. Packing

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

i. The successful bidders must stamp the products both "inner and outer" with "Ext: of D-TALK & IFL Not for Sales".

ii. In case of item/s falling in the category of drugs / medicines/biologicals, the immediate container of drug / medicine/biologicals 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.

5. Delivery and Documents

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 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 designated destination of the Purchasing Agency. 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 tothe effect that end to end cold chain of the supplied item/s has adequately been maintained during transportation of the saiditem/s to the designated destinations of Purchasing Agency.

6. Insurance

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.

7. Warranty

For goods belonging to the categories of Drugs/Medicines and Insulin/Biologicals 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, shall provide warranty to the Purchasing Agency under all the relevant Section/s of applicable government laws and rules.

8. Payment:

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

9. Prices

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 and Insulin/Biologicals the bidder shall not quote the price more than the Trade Price of individual quoted item/s. i.e (MRP-15%)

10. Liquidated Damages

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

11. Disputes Resolution

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Rate Contract Agreement between the Supplier and the Procuring Agency.
If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

12. Governing Language

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

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

13. Applicable Law

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

14. Notices

Procuring Agency address for notice purposes:

Office of the Project Director, Extension of D-TALK & Insulin for Life
House# 61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar.
Telephone# 091-9216338-2601028 Email: pdedtifl@gmail.com

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

15. Duties & Taxes

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

Schedule of Requirements (SOR)

EXTENSION OF D-TALK & INSULIN FOR LIFE
HEALTH DEPARTMENT GOVT. OF KHYBER PAKHTUNKHWA
DRUGS/MEDICINES AND INSULIN FOR THE YEAR 2024-25
NOTE:
1. 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.
4. Pack and Pack Size means the number of Tablets and Injection (s) etc. packed in a unit carton with leaflet 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 / Insulin/ Biologicals etc. shall be of same quality / strength / size / grammage / Artwork and Lamination as supplied in the commercial market.

S.No	Item Name (Generic)	Strength	Unit	Category
1	Injection NPH (1000 iu-10 ml)	NPH	Vial	Insulin
2	Pre-Mix Human (1000 iu-10 ml)	70/30	Vial	
3	Human (Regular) (1000 iu-10 ml)	Regular	Vial	
4	Analog (Short Acting) (300 iu-3 ml)	Glulisine Aspart Lispro	Pen	
5	Analog (Long Acting) (300 iu-3 ml)	Glargine	Pen	
6	Inj: Liraglutide (18 mg- 3ml)	GLP 1	Pen	
7	Inj: Semaglutide (02 mg)	GLP 1	Pen	
8	Glimpride	01 mg 02 mg 03 mg 04 mg	Tablet	Medicines
9	Rosuvastatin	10 mg 20 mg		
10	Pregabalin	75 mg		
11	Valsartan+Amlodipine	05/80 mg		
12	Valsartan+Amlodipine	10/160 mg		
13	Clopidogrel	75 mg		
14	Sitagliptin+Metformin (XR)	50/500 mg 50/850 mg 50/1000 mg		
15	Sitagliptin+Metformin (Plain)	50/500 mg		
16	Empagliflozin	10 mg		
17	Metformin (XR)	500mg 750mg		
18	Valsartan+Amlodipine+Hydrochlrothiazide	05/160/12.5 mg 05/160/25 mg 10/160/25 mg		
19	Empagliflozin+Linagliptin	05/10 mg		
20	Vildagliptin+Metformin	50/500 mg		
21	Metformin (Plain)	250 mg 500 mg 850 mg 1000 mg		
22	Orlistat	60 mg, 120 mg		
23	Gliclazide	80 mg		
24	Glimpride+Metformin	1/500 mg 2/500 mg		

Technical Specifications

Technical Evaluation Criteria for Drugs / Medicines and Insulin/Biologicals

(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 SBDs.

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.

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 regardless of completion / fulfillment or otherwise of any terms and conditions, criteria and /or codal formalities.

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

A. Manufacturer of General Drugs/Medicines & Insulin/Biologicals

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 by the committee on documentary proofs, as non- availability or non-functioning of stability chambers and/or non- adherence to GLP as per schedule-B shall lead to disqualification of thefirm).

ii. Raw material, In-process and Finished good storage (as in Schedule B of DRAP) (as evaluated by the committee on documentary proofs).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 the 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 the committee on documentary proofs, 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 committee on documentary proofs). Non-availability or non-functionality of the HVAC system and/or testing and/or logs, shall lead to Disqualification of the firm.

B. Importers of General Drugs/Medicines & Insulin

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, (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.

ii. 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). Documentary proofs must be provided.

iii. Documentary proofs of adequate availability of qualified, (Presence of Category-A Pharmacist/s is/are mandatory), relevant Human Resource (Certified by the senior executive of the firm) & Drugs Sales License must be provided. Non-availability of documentary proofs to this parameter shall lead to disqualification of the firm.

iv. 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.

v. An attested copy of Valid cGMP (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin) 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 shall be attached with the bid.

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.

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.

MANUFACTURER OF GENERAL MEDICINES

FIRM/COMPANY NAME:

S.No	Product General Information	Scoring
1	Generic Name of Item	---
2	Dosage Form with Strength	---
3	Trade Name	---
	Factory Technical Evaluation Parameters (Documents Based Factory Score)	
4	Valid ISO 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	04
5	Valid ISO 17025 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	04
6	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	04
7	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	04
8	Latest IMS/IQVIA ranking of the leading manufacturer firm (by value) in Pakistan . (12 months to date ranking will be considered). 1. Firm having (12-Month) Ranking in top-10 positions shall be awarded 5 marks. 2. Firms having (12-Month) Ranking between 11-20th positions 4 marks. 3. Firms having (12-Month) ranking between 21st to 40th position shall be awarded 3 marks. 4. Firms having (12-Month) ranking between 41st to 50th position shall be awarded 2 marks. 5. Firms having (12-Month) ranking between 51st to onward shall be awarded 1 mark.	05
9	Valid calibration certificates issued by a firm accredited with PNAC 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).	05
10	Valid documents of the Federal Board of Revenue (FBR) showing the total financial turnover of the firm of the last year. Maximum 08 marks shall be awarded in the following manner: 1. Financial turnover of PKR 500 to 700 million - 02 marks. 2. Financial turnover of PKR 701 million to 1000 million - 04 marks. 3. Financial turnover of PKR 1001 million to 2000 million - 06 marks.	08

	4. Financial turnover of more than PKR 2000 million - 08 marks (The document shall be attested by a Senior executive of the firm)	
11	Certificate of Good Storage Practices for the items that don't require cold chain/Facility of Cold Storage Chain at Factory/Site along with Distribution (Documentary Proof will be required)	04
Total Factory Evaluated Score		**38**
	Product Evaluation Parameters **(Product Technical Parameters)**	
12	Bioavailability/ Bioequivalence study of the quoted product 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.	04
13	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 24 months from the cutoff date for submission of bids. In cases where Raw materials are acquired from Registered 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	04
14	Certificate of Analysis of API from the Principal Manufacturer as mentioned in the goods declaration (GD) provided, 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.	04
15	API/s 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).	04
16	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) 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.	03
17	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:	04

	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)	
18	Stability studies of quoted item/s duly attested by the Q.C incharge of the firm).	04
19	Availability of quoted item/s in Pakistani market as per **"Most Recent Data"** of IMS/IQVIA Health Less than 5 % market share = 0 mark 5-20% market share = 2 mark 21-40% market share = 3 marks 41-50% market share = 4 marks 51% and above market share = 5 marks	05
	Total Product Evaluated Score	**32**
Total Technical Score		**70**

IMPORTER OF GENERAL MEDICINES

S.No	Product General Information	Scoring
01	Generic Name of Item	---
02	Dosage Form with Strength	---
03	Trade Name	---
	Principal's and Importer's Evaluation Parameters **(Principal Manufacturer Evaluation)**	
04	Valid ISO 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	03
05	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	03
06	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	03
07	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)	05
08	Valid calibration certificates awarded by a recognized firm of country of origin, 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)	05
	(Importer's Evaluation)	
09	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). Documents for existence of “Cold Storage Chain” must be required Nonadherence to GSP, as evaluated by the committee at the time of inspection shall lead to Disqualification of the firm.	04
10	Valid documents of the Federal Board of Revenue (FBR) showing the total financial turnover of the firm for the last year. (also to submit in technical bid) Maximum 7 marks shall be awarded in the following manner: Financial turnover of PKR 100 to 500 million - 3 marks. Financial turnover PKR 500 million to 1000 million - 5 marks. Financial turnover of more than PKR 1000 million - 7 marks (The document shall be attested by a Senior executive of the firm)	07
11	Drugs Sales License	04
	Suppliers Technical Score	**34**
	Product Technical Evaluation	

	(Product Technical Parameters)	
12	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 5L) 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.	04
13	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.	04
14	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.	04
15	API/s source accredited by WHO, US-FDA, EMA, MHRA, TGA, PMDA, Swiss Medic or Health Canada or by regulatory authority of SRAs countries. Trail of principal manufacturer shall be established from the respective GD. CoA and other supporting documents.	05
16	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 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.	06
17	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.	04

	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).	
18	Stability studies of quoted item/s duly attested by the Q.C incharge of the firm).	04
	(Product Availability)	
19	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	05
Product Evaluated Score		**36**
	Total Technical Score	**70**

Sample Forms

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, or iii. Both; Manufacturer as well as Importer For various formulary items offered for this bidding competition.	
2.	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)	
3.	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.	

4.	**i.**	Please provide, in original, the bids security instrument amounting to **Rupees Six Hundred Thousand only (Rs.600,000/-)** in the shape of written Guarantee from a Schedule Bank, excluding Microfinance and Financial Institutions in the name of the Project Director, Extension of D-TALK & Insulin for Life, Health Department, 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:** An affidavit stating the bid security shall be placed inside 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.**
5.	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.
6.	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)
	iv.	Valid **DRAP Approved Price List** of the quoted item/s.
7.	In case of being Importers, 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 / 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 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. Valid **DRAP Approved Price List** of the quoted item/s

	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. 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.
8.	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 SBDs), 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 and/or insulin 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 Project, Extension of D-TALK & Insulin for Life, 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 otherarea 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, 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 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. **vii.** 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.
09.	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:

10.	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 that: **a.** The Project, Extension of D-TALK & Insulin for Life purchase committee has approved a total of _____ item/s of our firm for the FY 2023-24. **b.** We have successfully executed all supply order/s issued by the Project, Extension of D-TALK & Insulin for Life for Financial Year 2023-24 as per contract agreement with the Project. **c.** No pendency whatsoever regarding any of our approved item(s) existed in the Project for the year 2023-24. **Note: In case of no approval by the Project for FY 2023-24 only mention that no item was approved by the Project for the financial year 2023-24**. 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 DRAP approved Trade Price (TP) 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 BSDs 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 orposition]***
Duly authorized to sign this bid for and on behalf of *[insert: **name of Bidder]***

Bid Form-3

AFFIDAVIT *(on Judicial Stamp Paper Rs.100)*

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 BSDs.
4) The undersigned are also eligible Bidders within the meaning of the Bid Solicitation Document.
5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
8) The undersigned has not manufactured / supplied any batch of Medicine(s)/Insulin being declared as **Spurious / Adulterated** by DTL of Khyber Pakhtunkhwa or any other Public Drug Testing Laboratory in Pakistan.
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 for the year 2024-25

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

S.No.	Serial No. of quoted Drug / Medicine/Insulin	Generic Name with Strength and Dosage Form of quoted Item	Trade/Brand Name of quoted Item	Maximum Retail Price (MRP) of the quoted items	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/.

Bid Form-5

INTEGRITY PACT *(on Judicial Stamp Paper Rs. 100/-)*

Declaration of Fees, Commission and Brokerage Etc. Payable by Suppliers of Drugs/Medicines/Insulin/Biologicals for Extension of D-TALK & Insulin for Life 2024-25

In response to advertisement related to the bidding process / competition regarding purchase and supply of drugs, Medicines/Insulin for 2024-25 for the Insulin Banks/Centers through Extension of D-TALK & Insulin for Life, 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
EXTENSION OF D-TALK & INSULIN FOR LIFE

In performing the operations as a member/s of the procurement committees of the bidding process/competition regarding purchase and supply of Drugs, Medicines and Insulin/Biologicals for 2024-25 for the Insulin Banks/Centers through Extension of D-TALK & Insulin for Life, Khyber Pakhtunkhwa, Peshawar, I/We do hereby solemnly affirm, declareand 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 Project 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.

Committee members

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

EXTENSION OF D-TALK & INSULIN FOR LIFE

CONTRACT AGREEMENT

(for successful bidders)

THIS RATE CONTRACT AGREEMENT is made and agreed today on the____ day of ____month**,** 2024 between the Project Director, Extension of D-TALK & Insulin for Life, Health Department, Government of Khyber Pakhtunkhwa *(hereinafter referred to as the Procuring Agency / Entity shall be called as* ***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 shall be called as* ***second party*** *or he orhis or him, which expression, unless repugnant to the context, means and includes theirlegal heir/s, successors-in-interest, assignee/s and legal representative/s.*

WHEREAS the Procuring Agency has made a bidding competition under the approved Bid Solicitation Documents (BSDs) for the year 2024-25 *(hereinafter referred to as the BSDs)* approved for the selection and rate contracting of drugs/medicine/Insulin *(hereinafter referred to as goods)* for actualpurchases of the selected and rate contracted goods to be made by this Project of Health Department, Government of Khyber Pakhtunkhwa *(hereinafter called thePurchasing Agency or Purchasing Agencies, where the contextso admits).*

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 of the goods for which he has won the bidding competition for supply of the same to the Purchasing Agency, as defined in the SBDs.

AND WHEREAS both the parties have agreed that the Project 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 Project 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 Project to the latter in the quantity as mentioned in the supply order tobe issued by the Project within the timeframe as mentioned in clause-22 of thiscontract 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 SBDs along with his bid; and also that in case of any kind of breachof 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 Project designated insulin banks/centers 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 Project within Khyber Pakhtunkhwa.

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 Bid Solicitation Documents (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/insulin, through the notified Drug Inspector/s concerned for sending the same to the concerned Drug Testing Laboratory for Test / Analysis as provided in the DrugsAct 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 Documents 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 replaced 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 Project, and / or the Drug Inspector, and / or Project. The firm willalso produce batch wise cold chain data from the source of origin & thermos Log data fromfactory 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 Project or Drug Inspector or Insulin Center/Bank.

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/Insulin Bank/Center in a lawful manner.

8. Supplier shall supply to the Project 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, Invoice No., warranty & date, Registration No., Batch No., quantity, unit price and expiry date of the supplied goods along with the name of the Project.

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 Project Office may take any 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 such like 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 commercial packing and packaging unit as approved and registered by the DRAP. The supplier shall supply all the unit items bearing the words **"EXTENSION OF D-TALK & IFL"** and **"NOT FOR SALE"** *in block letters and clearly visible manner* with indelible ink, 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 Insulin Banks/Centers in accordance with the provisions contained in the Bid Solicitation Documents (BSDs).

d. The items 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 Project. If anything found in contravention of cGMP, clauses of Drugs Act 1976 or of this Contract Agreement the Project 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 Project 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, 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. 600,000/- from the Supplier as already received by the Project at the time of bids submission, shall be retained by the Project 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 Project 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. In case the Supplier had been awarded marks during the technical evaluation for API source accreditation for Drugs / Medicines/Insulin, shall warranty the supply of all such goods with the same certified quality, material and specification to the Project throughout the validity period of this contract agreement.

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

20. 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, 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

21. In case of situation related to Force Majeure, the Supplier may immediately without delay inform the Project 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 Project office for the grant of extension in the supply period.

a. The Project Office, 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 Project office shall, in no case, be responsible or held responsible for any complications in making payments to Supplier 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 Project.

c. After the expiry of extended period as in clause-21(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 shall be forfeited in favor of the Project office.

22. The Supplier agrees that the supply of the ordered goods under this agreement shall be completed by the Supplier i.e., Local Manufacturer within forty-five (45) days and Importer Supplier within seventy five (75) days after the receipt of supply order/s from the Project office, except in situation/s covered under clause-21 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 45 and 75 days for local manufacturer and importer suppliers respectively a lump sum penalty of 1% per week shall be deducted upto 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 above, the penalty pattern as mentioned above in clause-22 (a) of this agreement will become double for each week to the maximum extend of further seven weeks, the Project office shall also have the right, duty and authority to impose any or all of the below mentioned penalties in case of non-compliance of the purchase order; 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, 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.

23. 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 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.

24. 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 Project with regard tothe 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.

25. 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 Project.

26. 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 Guarantee in shape of CDR etc from a Schedule Bank and Financial Institutions of the supplier shall not be released till the provision of the said data.

27. The Project 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 Project & 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 Director

General Health Services as members.

28. Both the parties agree that the Project office 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 Project to full fill the demand, rationalize and / or control the useand / or misuse of such item/s.

29. The Project office may extend the duration for the framework contract to another year, extendable up to a maximum of three years as per the KPPRA Rules (31A) of 2014, subject to the mutual consent.

_____ Project Director, Extension of D-TALK & Insulin for Life **For and on behalf of Government of KhyberPakhtunkhwa,** **Health Department, Peshawar**	_____ Signature: Name: Designation CNIC No. Stamp: **For and on behalf of Manufacturers / Importer**
WITNESS NO. 1	**WITNESS NO. 2** Signature: Name: Father's Name: Address: CNIC No.

Schedule -1

EXTENSION OF D-TALK & INSULIN FOR LIFE.

Name and Address of Supplier:

List of Selected/Approved Item/s from the Supplier along with quoted unitprice/s:

S.No.	Formulary No	Approved Product/s Generic Name	Strength, Dosage form	Brand Name	Volume / Pack Size	Approved Rate/Unit
1.						
2.						
3.						
4.						
5.						
6.						
7.						

BANK GUARANTEE *(Specimen)*

Guarantee No. _____
Initial Date of Issue: _____
Amount of Guarantee PKR: **Rs. 600,000/- (PKR One Million 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: Project Director, Extension of D-TALK & Insulin for Life, 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 Standard Bidding Documents (SBDs) for FY 2024-25, required to furnish a Bank Guarantee in respect of said SBDs for an amount of **Rs. 600,000/- (PKR Six 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. 600,000/- (PKR Six Hundred Thousand Only)** in the event that Customer/Bidder fail to perform or fulfill any of the terms andconditions of the SBDs 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 thisguarantee 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 anyother 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. 600,000/- (PKR Six Hundred Thousand Only).** This guarantee shall remain valid up to **31.07.2025 (or Later as may be decided by the Project, Extension of D-TALK & Insulin for Life)**. 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 originalis returned to us for cancellation. This agreement shall be governed by and construed in accordance with thelaws of Pakistan.

For and on behalf of (Bank Name)

Authorized Person Signature with Stamp/Seal