



# ISLAMIC REPUBLIC OF PAKISTAN

# COMMON MANAGEMENT UNIT (CMU) FOR THE GLOBAL FUND (GFATM) GRANTS,

FEDERAL MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION

BLOCK- C, EPI BUILDING, NEAR NIH, PM NATIONAL HEALTH COMPLEX, CHAK SHAHZAD, PARK ROAD, ISLAMABAD.

Standard Bidding Document for the

Procurement of Hiring of Courier Company for CMU-NTP

Procurement Reference Number: CMU-NTP/064/2024

Subject of Procurement:	Procurement of Hiring of Courier Company for CMU- NTP
Procurement Reference Number:	CMU-NTP/064/2024
Date of Bid Advertisement and Issue:	Friday, Nov 01, 2024
Date of Pre-Bid Meeting:	Thursday, Nov 07, 2024 at 11:30 AM
Last Date of Responding to Queries:	Friday, Nov 15, 2024 till COB
Last Date of Issue of Bidding Document:	Monday, Nov 18, 2024 till COB
Deadline for Submission of Bids:	Wednesday, Nov 20, 2024, at 11:00AM
Public Bid Opening:	Wednesday, Nov 20, 2024 at 11:30AM
Bid Announcement	Public announcement of bids shall be made after being opened by DPC- of CMU in presence of participating bidders or their deputed representatives, who wishes to be present at the designated date, time & venue.

### NATIONAL COMPETITIVE BIDDING

Queries/Questions shall be sent by email only to: CMU, National Tuberculosis Control Program Email Address: ahmad.zeb@cmu.gov.pk

Attention: Mr. Ahmad Zeb Khan

Subject of Procurement and tender reference number must be included in email subject title

# Standard Bidding Document

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# COMMON MANAGEMENT UNIT (CMU) FOR THE GLOBAL FUND (GFATM) GRANTS, FEDERAL MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION BLOCKS C, E & F, EPI BUILDING, NEAR NIH, PM NATIONAL HEALTH COMPLEX, CHAK SHAHZAD, PARK ROAD, ISLAMABAD.

# **INVITATION TO BID**

- The National Tuberculosis Control Program (NTP) under the Common Management Unit (CMU) for the Global Fund (GFATM) grants invites sealed bids for the Procurement of **Procurement of Hiring of Courier Company for** CMU-NTP, under procurement reference Number: CMU-NTP/064/2024.
- 2. Bidding shall be conducted under National Competitive Bidding through **Single Stage-Two Envelopes Procedure** Bidding Procedure detailed in the Public Procurement Rules (PPRA Rules) 2004 (as amended) and the GFATMapproved NTP Procurement Manual.
- 3. Eligible Courier Companies, registered with Income Tax and Sales Tax Departments and are on Active Taxpayers List of the Federal Board of Revenue (FBR) may collect / download from <u>www.cmu.gov.pk/tenders/</u>, the bidding documents in English, at free of cost, from the office of the undersigned during office working hours up to Monday, Nov 18, 2024 till (close of business). The Bidding Documents can also be secured through sending email at <u>ahmad.zeb@cmu.gov.pk</u> starting from Friday, Nov 01, 2024.
- 4. There shall be a pre-bid meeting at the office of the undersigned on Thursday, Nov 07, 2024 at 11:30 AM. Written questions and inquiries about the bids from potential bidders shall be emailed to <u>ahmad.zeb@cmu.gov.pk</u> not later than five (05) days to the deadline for bid submission.
- 5. The bid must be accompanied with a refundable Bid Security or Earnest money of PKR 150,000/- (Pak Rupees One Hundred and Fifty Thousand only) in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of National TB Control Program. Original Bid Security or Earnest money shall be attached with the original financial bid whereas a copy shall be attached in the technical bid.

### 6. Submission of bids through EPADS system of PPRA is mandatory (https://eprocure.gov.pk)

- 7. The sealed bids shall reach to the office of undersigned through registered Mail Services, Courier Services or by hand submission on or before Wednesday, Nov 20, 2024, at 11:00AM. Late bids shall be rejected. The bids shall be opened publicly on the same day by the Procurement committee in the presence of representatives of the bidders who choose to attend at 11:30 AM at the office of the undersigned.
- 8. Hard copies of Bids Submission address: PSCM-Head CMU unit, EPI Building, Blocks C, Near NIH, PM National Health Complex, Park Road Chak Shahzad, Islamabad.

Head - Procurement and Supply Chain Management PHONE NO. 051-8438084

### Part One: Section I.

### Instructions to Bidders (ITB)

### A. Introduction

- Name of Purchaser 1.1 and address and source of funding
   Common Management Unit (CMU) for the Global Fund (GFATM) Grants, National Tuberculosis Control Program. Federal Ministry of National Health Services, Regulations & Coordination, Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex,
  - Chak Shahzad, Park Road, Islamabad.
    1.2 The Global Fund to Fight AIDS, Tuberculosis and Malaria has awarded a grant to National TB Control Program under the Common Management Unit (CMU) for the Global Fund (GFATM) Grants and part of the funds shall be utilized for the Procurement of Hiring of Courier Company for CMU-NTP.
- 2. Eligible Bidders and 2.1 This Invitation for Bids is open to eligible / authorized Courier Companies registered with Income Tax and General Sales Tax Departments of Pakistan and are on Active Taxpayers List of the Federal Board of Revenue (FBR), with a National Tax Number
  - 2.2 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government of Pakistan (Federal, Provincial), a local body or a public sector / international organization in accordance with ITB Clause 32.

For evidence of blacklist by any public organization, the reference source of information shall be the public database of the respective Federal and Provincial Public Procurement Regulatory Authority.

The law mandates public entities to notify the Federal and Provincial Public Procurement Regulatory Authorities of any supplier blacklisted by a public entity; therefore, the Federal and Provincial Public Procurement Regulatory Authorities databases shall serve as the primary and the only reference point for any blacklisted supplier by any public organization.

CMU shall not verify blacklisting information with any individual public entities where such information is not published on the public database of the respective Federal and Provincial Public Procurement Regulatory Authority.

2.3 Bidders shall not be eligible to bid if their Directors, Managing Partners, Chief Executives Officer have any relative working in CMU or worked with CMU during the last seven (07) years.

The interested bidders shall sign and submit an integrity pact (annexed to

this document) to disclose any relative working with CMU

- 2.4 Bidders shall not be eligible to bid if the bidder has poor market reputation and have previously defaulted on quality while supplying goods/services to CMU.
- 2.5 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.
- 2.6 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.
- 2.7 The origin of goods and services is distinct from the nationality of the Bidder.
- 3. Cost of Bidding
  3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser." 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

- 4.
   Content of Bidding Documents
   4.1
   The Goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation To Bid, the bidding documents include:
  - Instructions to Bidders (ITB)
  - Bid Data Sheet (BDS)
  - General Conditions of Contract (GCC)
  - Special Conditions of Contract (SCC)
  - Schedule of Requirements
  - Bid Form and Price Schedules

- Contract Form
- All clarifications and addendums issued during the bidding period
- 4.2 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.
- 5. Clarification of 5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the purchaser in writing at the purchaser's address indicated in Bid Data Sheet (BDS). The purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than five (05) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet.

Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents directly from the purchaser.

- 6. Amendment of 6.1 At any time prior to the deadline for submission of bids, the purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment, without substantially changing nature of procurement.
  - 6.2 All bidders those have obtained the bidding documents, from the Purchaser, will be notified of the amendment in writing which will be binding on them.
  - 6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### C. Preparation of Bids and Bidding Procedure

**Single stage – two** 7.1 **Single stage – two envelopes** bidding procedure shall be applied:

7

envelopes bidding

procedure

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.
- (ii) the envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.

- (iii) initially, only the envelope marked "TECHNICAL PROPOSAL" shall be publically opened in the presence of bidder's representatives who are able to attend the public technical bid opening ceremony.
- (iv) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Purchaser without being opened. During Technical Bid opening, the purchaser shall also examine the sealed financial proposal to make ensure that it is free of tempering. The purchaser shall initial/sign and stamp on the sealed financial proposal to ensuring that it cannot be opened and re-sealed without detection.
- (v) the Purchaser shall evaluate the technical proposal, without reference to the price and reject any proposal which does not conform to the specified preliminary and technical requirements.
- (vi) during the technical evaluation no amendments/modifications in the technical proposal shall be permitted, unless as provided for under ITB 22.
- (vii) the financial proposals of bids shall be opened publicly at a time, date and venue as announced and communicated to the Bidders. Bidders who fail preliminary and technical evaluation shall not be invited for the financial bid opening ceremony.
- (viii) After the evaluation and approval of the technical proposal, the Purchaser shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
- (ix) As per rules, the Purchaser is not mandated to share with bidders detailed results of preliminary and technical evaluation, prior to opening of financial proposals. The Purchaser shall issue an Evaluation Report to all participating suppliers after concluding the Financial Bid Evaluation, as stipulated by the procurement rules.
- (x) The financial proposal of bidders found technically non-responsive shall be returned un-opened to the respective Bidders; and
- (xi) the bid that passes preliminary and technical evaluation and found to be the lowest priced evaluated bid shall be accepted.
- (xii) Financial comparative analysis of technically qualified bids shall be made by comparing prices on a product by product basis, but not as a Lot or lump sum.
- (xiii) A bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public

			announcement of results of financial bid evaluation, unless the bidder is declared technically unqualified. All financial bids of technically qualified bidders shall be opened, irrespective of whether the bidder has withdrawn from the procurement process or not.			
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.			
8.	Documents	8.1	The bid prepared by the Bidder shall comprise the following components:			
	Comprising the Bid	•	<ul> <li>a Bid Form and a Price Schedule completed in accordance with ITB Clauses 9, 10 and 11.</li> </ul>			
			<ul> <li>b) documentary evidence established in accordance with ITB Clause 12 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.</li> </ul>			
			<ul> <li>c) documentary evidence established in accordance with ITB Clause 13 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and</li> </ul>			
			d) bid security furnished in accordance with ITB Clause 14.			
			<ul> <li>See under Part 1: Section III for Summary Evaluation Methodology and criteria and list of required documents.</li> </ul>			
9.	Bid Form	9.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule must be furnished in the bidding documents, indicating the			
			services to be provided, a brief description of quantity/ weight, and prices.			
10.	Bid Prices	10.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods/services it proposes to be provide/supply under the contract.			
		10.2	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.			

- 10.3 The Bidders' separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit Purchaser's right to contract on any of the terms offered.
- 10.4 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 two or more prices for a single item will be treated as nonresponsive.
- 11. **Bid Currencies** 11.1 Prices shall be guoted in Pakistan Rupees unless otherwise specified in the Bid Data Sheet.

12. Documents 12.1 Pursuant to ITB Clause 2 and 8, the Bidder shall furnish, as part of its bid, Establishing documents establishing the Bidder's eligibility to bid and its qualifications **Bidder's Eligibility** to perform the contract if its bid is accepted. and Qualification

- 12.2 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 2.
- 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 the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
  - c) See Part 1: Section III: Evaluation Methodology and Criteria for a summary of minimum documents required to establishing bidder's eligibility and gualification
- Bid Security 14.1 Pursuant to ITB Clause 8, the bid must be accompanied with a refundable 14. Bid Security or Earnest money of PKR 150,000/- (Pak Rupees One Hundred and Fifty Thousand only) in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of National TB Control Program (FTN Number 9010124-8).

Original Bid Security or Earnest money shall be attached with the original financial bid whereas a copy whereas a copy with readable

### amount shall be attached in the technical bid.

14.2 The bid security shall be valid for the entire bid validity period plus an additional twenty-eight (28) days. The additional twenty-eight (28) days shall be counted after the last day of the bid validity period.

For avoidance of doubt, if the bid validity period is 120 days counted from the date of the deadline for bid submission, the bid security shall be valid for at least 148 days (120 days plus 28 days).

- 14.3 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 14.7.
- 14.4 Any bid not secured in accordance with ITB clauses 14.1 and 14.2 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 23.
- 14.5 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 Purchaser pursuant to ITB Clause 15.
- 14.6 The successful Bidder's bid security will be discharged upon the Bidder's submission of the performance bond specified under the bid contract terms and conditions.
- 14.7 The bid security may be forfeited:
  - (a) if a Bidder withdraws its bid during the period of bid validity.; or
  - (b) in the case of a successful Bidder, if the Bidder fails:
    - (i) to sign the Contract in accordance with ITB Clause 31;
    - or
    - (ii) to complete the services in accordance with Clause 14 of the General Condition of Contract.

(c) Notwithstanding ITB clause 14.7 (a) above, a bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of financial bid evaluation, unless the bidder is declared technically unqualified.

14.7 A correction of non-material arithmetic errors in the bidder's bid price that results into an increase in the total bid price shall not invalidate an initially valid and sufficient bid security submitted based on the original total bid

			price. A bid shall not be rejected on the reason that the correction of non- material arithmetic errors has resulted into an increase in bid price; and therefore, the submitted bid security which was initially sufficient is now insufficient.
15.	Period of Validity of Bids	15.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
		15.2	In Exceptional circumstances, the Purchaser 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 14 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.
16.	Format and Signing of Bid	16.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each " <b>ORIGNAL BID</b> " and " <b>COPY OF BID</b> " as appropriate. In the event of any discrepancy between them, the original shall govern.
		16.2	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 or the contract.
			All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
		16.3	Any interlineations, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the bid. <b>The bid should be duly binded and each page signed/stamped by authorized person</b> .
			D. Submission of Bids
17.	Sealing and Marking of Bids	17.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, <b>duly marking the envelopes as "ORIGNAL" and "COPY."</b> The envelopes shall then be sealed in an outer envelope. The outer envelope should be clearly marked with Tender No and Tender title given on the title of this Document
		17.2	The inner and outer envelopes shall: Be addressed to the Purchaser at the address given in the Bid Data Sheet; and
			Bear the name indicated in the Bid Data Sheet, the invitation for Bids title (Subject of Procurement) and number (Procurement reference Number)

BEFORE: "Wednesday, Nov 20, 2024, at 11:30AM " to be completed with

indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN

the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 18.

- 17.3 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".
- 17.4 If the outer envelope is not sealed and marked as required by ITB Clause17.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 18.Deadline<br/>Submission of Bidsfor<br/>18.118.1Bids must be received by the Purchaser at the address specified in the Bid<br/>Data Sheet no later than the time and date specified in the Bid Data Sheet.
  - 18.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 19. Late Bids
   19.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 18 will be rejected and returned unopened to the Bidder.
- 20. Modification and Withdrawal of Bids
  20.1 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 Purchaser prior to the deadline prescribed for submission of bids in ITB 18.1.

A bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of financial bid evaluation, unless the bidder is declared technically unqualified. All financial bids of technically qualified bidders shall be opened, irrespective of whether the bidder has withdrawn from the procurement process or not.

- 20.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provision of ITB Clause 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 20.3 No bid may be modified after the deadline for submission of bids, except as provided for in ITB 22.
- 20.4 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 shall result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 14.7

### E. Opening and Evaluation of Bids

- 21 Opening of Bids by the Purchaser
  21.1 The Purchaser 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 in accordance the Single stage – two envelopes bidding procedure detailed in ITB 7. The bidders' representatives who are present shall sign a register/ attendance sheet evidencing their attendance.
  - 21.2 The bidders' names, bid modifications or withdrawals, total bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, 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 19.
  - 21.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bids withdrawn before the deadline for bid submission of bids shall be returned unopened to the bidders.
  - 21.4 A bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of financial bid evaluation, unless the bidder is declared technically unqualified. All financial bids of technically qualified bidders shall be opened, irrespective of whether the bidder has withdrawn from the procurement process or not.
  - 21.5 The Purchaser will prepare minutes of the bid opening.
- 22. Clarification of 22.1 To assist in evaluation and comparison of Bids the Procuring Entity may, at its discretion, ask the bidder for a clarification of its Bid and submission of additional supporting information. The request for clarification and the response shall be in writing and shall not change the unit prices or technical specifications of the Bid.
  - 22.2 For avoidance of doubt, the purchaser shall not ask for clarifications that result into amendment of the **unit prices**, material amendment of the **technical specifications**, as well as the **Bid Form**.
  - 22.3 The purchaser shall be at liberty to request for any historical documents from bidders during the bid evaluation process.

Historical documents are non-material and shall not constitute change in the technical nature of the bid.

For avoidance of doubt, historical documents are documents and information that **existed prior to the public announcement of the bid**, and may include and not limited to company registration documents; manufacturers and dealers authorization; firm and product quality certifications; bidder and staff practicing licenses and trading licenses and authorization; previous importation documents; previous contracts, contract performance certificates and purchase orders, work orders; product registration status; bidder's bank information, bank certificates and bank statement; tax registration certificates and status; and company's operating capacity;

- ary23.1The Purchaser will examine the bids to determine whether they are<br/>complete, whether any computational errors have been made, whether<br/>required sureties have been furnished, whether the documents have been<br/>properly signed, and whether the bids are generally in order.
  - 23.2 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.
  - 23.3 The Purchaser 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.
  - 23.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Purchaser 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 reservation to critical provisions, such as those concerning Bid Security and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence, unless as provided for under ITB 22.
  - 23.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

# 23. Preliminary examination

- 24.Evaluation<br/>comparison of Bidsand 24.1The Purchaser will evaluate and compare the bids which have been<br/>determined to be substantially responsive, pursuant to ITB Clause 23.
  - 24.2 The Purchaser's evaluation of a bid, further elaborated under Bid Data Sheet, will be on Delivered Duty Paid (DDP) price inclusive of prevailing duties, taxes and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
  - 24.3 See Part 1: Section III for the detailed Evaluation Methodology and Criteria
- 25. Contacting the 25.1 Subject to ITB Clause 22, no Bidder shall contact the Purchaser 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 Purchaser, it should do so in writing.
  - 25.2 Any effort by a Bidder to influence the Purchaser 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:

- **26. Post- qualification** 26.1 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 12.
  - 26.2 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 12, as well as such other information as the Procuring agency deems necessary and appropriate.
  - 26.3 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.
- 27. Award Criteria 27.1 Subject to ITB Clause 28, the Purchaser 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.
- 28. Purchaser's Right 28.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the

at Time of Award quantity of goods/ services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

- 29. Purchaser's Right to Accept any Bid and to Reject any or All Bids
  29.1 The Purchaser 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. The Purchaser will inform the affected Bidder or bidders of the grounds for the Purchaser's action, if so requested, by the Purchaser shall not be required to justify the grounds.
- Notification of 30.1 Prior to the expiration of the period of bid validity, the Purchaser 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.
  - 30.2 The notification of award under ITB 30.1 will constitute the formation of the Contract.
  - 30.3 The Purchaser shall announce to all participating bidders the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten (10) days prior to the award of contract.
  - 30.4 Within the period specified in ITB 30.3 above, a bidder may seek clarification or challenge the award decision. Prior to signing of a formal contract, the Purchaser shall endeavor to resolve all complaints, disputes, and issue clarifications thereof.

In case the Purchaser establishes that the complaint or request for clarification submitted by the bidders to be truthful and/or of material nature, the Purchaser shall recall the notification of award, at no liability and costs to the Purchaser from the notified successful bidder(s). The Purchaser shall review the award decision and issue a new notification of award.

Lodging of a compliant or seeking clarification on an award decision by a bidder may not stop the Purchaser from proceeding with the contracting process and issue a purchase order or sign a contract to some or all successful bidders, provided that the bidder's query is considered to be non-material or of no consequence to the resulting contract or affects only limited bidders.

**31.** Signing of 31.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract form provided in the bidding documents, incorporation all agreements between the parties.

- 31.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
- 31.3 The resulting contract shall be as specified in the Bid Data Sheet, for the specified period or renewable as specified in the Bid Data Sheet. The quantities ordered under the contract and price shall be as specified in the Bid Data Sheet.
- 32. Performance Security
  32.1 The successful bidder shall furnish to the purchaser a Performance Security in the form, validity period, and the amount stipulated in the Bid Data Sheet within a period of twenty-eight (28) days after submission of the bidder's Letter of Acceptance.
  - 32.2 Failures of the successful bidder to comply with the requirements of Sub-Clause 31.2 or Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 33. Corrupt Practices 33.1 The Purchaser observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of its policy, the purchaser:
  - 33.2 defines, for the purposes of this provision, the terms set forth below as follows:
    - "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non- competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty
    - 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.
    - Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
    - Will declare a firm ineligible if the firm is Blacklisted by any government and non-government organization. And a certificate to this effect by bidder must be attached with the bid.

## Part One: Section II

# Bid Data Sheet (BDS)

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

		A. Introduction			
ITB 3.1	The purchasers name and address	Common Management Unit (CMU) for the Global Fund (GFATM) Grants, National Tuberculosis Control Program Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.			
		B. The Bidding Documents			
ITB 5.1	Purchaser's address	Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad. Queries/Questions can also be sent by email only to: CMU National Tuberculosis Control Program at email Address <u>ahmad.zeb@cmu.gov.pk</u> Attention : Mr. Ahmad Zeb Khan			
		Subject of Procurement and tender reference number must be included in email subject title			
		C. Preparation of Bids and Bidding Procedure			
ITB 8.1	Language of the Bid	Language of the Bid and communications shall be English			
ITB 10.2	The price quoted shall be:	DDP Incoterm in Pakistan Rupees i.e., inclusive of all applicable taxes & transportation charges			
ITB 10.4	The price shall be:	Fixed and must include the Income Tax, other taxes, and duties, where applicable as per law and exclusive of General Sales Tax (GST). If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all prevailing taxes / duties. The procuring agency being exempt from the GST, will deduct the amount involved and process the payment excluding GST. However, the successful bidder may secure GST exemption certificate from the procuring agency to claim for the same while submitting its tax return(s).			

ITB 11.1	Bid Currencies	Pakistan Rupees			
ITB 13.3	Qualification requirements	(i) A Bidder may bid for all or some of the listed products provided in the Schedule of Requirements. However, for each selected product, the bidder shall be bid for the entire quantity.			
		<li>(ii) Alternative quotations for a single product shall not be accepted.</li>			
		<ul> <li>(iii) A bidder is free to modify the unit pack, provided the total quantity equals to the total quantity indicated in the Schedule of Requirements. Bidders should ensure that the unit price quoted is for the pack size offered by the bidder. Changes in unit prices or pack sizes shall not be accepted after the deadline for bid submission.</li> </ul>			
		(iv) For a Summary of the Evaluation methodology and criteria, and documents, see Part 1: Section III of this biding document.			
ITB 14.1	Amount of bid security	Earnest money of PKR 150,000/- (Pak Rupees One Hundred and Fifty Thousand only)			
ITB 14.1	Form of Bid Security	The tenders found deficient of the amount as bid security compared to total bid price will not be considered.			
		1-A correction of an arithmetic error that changes the total bid price shall not invalidate a valid bid security that was correctly calculated and submitted based on the original bid price. An originally valid bid security shall remain valid even when after the correction of an arithmetic error that results into an increase in the total bid price.			
		2- The Bid security should be in the form of Pay Order/Demand Draft in favor of National TB Control Program, Islamabad (FTN No. 9010124-8). No personal cheques will be acceptable at any cost.			
		3-The previous bid security will not be considered or carried forward.			
ITB 15.1	Period of Validity of Bids	The bid validity shall be <b>One Hundred and Twenty (120) days</b> counted from the date of the deadline for bid submission			
ITB 16.1	Number of copies of the bid	One original and One Additional Copy;			

		The Original and the additional copy;
		The original and the additional copy shall be prepared in accordance with the one stage- two envelope bid submission.
		Original Bid Security or Earnest money shall be attached with the original financial bid whereas a copy with readable amount shall be attached in the technical bid.
		D. Submission of Bids
ITB 17.2	Purchaser at the address	Same as ITB 3.1
ITB 17.2	Bids title (Subject of Procurement) and number	Bid title: Procurement of Hiring of Courier Company for CMU- NTP
	(Procurement reference Number)	Number: CMU-NTP/064/2024
	,	Do not open before: Wednesday, Nov 20, 2024 at 11:30AM
ITB 18.1	Address for Bid submission	All the documents as required in the bidding document must be submitted Online at EPADS website (Mandatory) while hard copies must be submitted before deadline to the address given below: PSM Head, Common Management Unit (CMU) for the Global Fund Grants. Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.
	Deadline for submission of bids	Before and on Wednesday, Nov 20, 2024, at 11:00AM
		E. Opening and Evaluation of Bids
ITB 21.1	Time and date of bid opening	Thursday, June 27, 2024 at 11:30AM
	Address for bid opening	CMU Conference Room, Common Management Unit for the Global Fund Grants. Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.
ITB 24.1	Evaluation and comparison of Bids	Additional Evaluation methodology and criteria is given under Part 1: Section III
		F. Award of Contract:

ITB 28.1	Percentage increase or decrease in quantities at the award stage	Not Applicable
ITB 31.3	Type, duration of the resulting contract	The resulting contract shall be a framework contract valid for twelve (12) months from the date of signing the contract. Within the contract validity period, the Purchaser may order additional quantities of goods/services under the contract provided the prices remain unchanged.
ITB 32.1	Form of performance bond	The performance bond shall be in form of a Bank Guarantee using the Form in this bid, in Pakistan Rupees, valid for a period of not less than twelve (12) months.
	Amount of performance bond	10% of the total awarded contract price, released after completion of delivery and acceptance of goods/services by the purchaser or expiry of the contract as per ITB 31.3.

# Part 1. Section III

# Summary Evaluation Methodology and Criteria

		Preliminary (bidder) and Technical (Product) Evaluation Methodology					
1.	Meth	odology Used					
		The evaluation methodology to be used for the technical proposals evaluation of bids received shall be the Quality Based Selection.					
2.	Sum	mary of Methodology					
2.1	subs	The Quality Based Selection methodology recommends the lowest priced bid, which is eligible, compliant, and <b>substantially responsive to the technical and commercial requirements of the Bidding Document</b> , provided that the Bidder is determined to be qualified to perform the contract satisfactorily.					
2.2	The e	evaluation shall be conducted in three sequential stages –					
	(a)	a preliminary evaluation shall determine the eligibility of bidders and the administrative compliance of bids received;					
	(b)	Technical evaluation to determine the technical responsiveness of the eligible and compliant bids; and					
	(c)	a financial and commercial evaluation compare costs of the eligible, compliant, technically qualified bids received and determine the best evaluated bid.					
2.3		re of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. stantial responsiveness shall be considered a pass.					
<mark>Eva</mark> l	uation cri	teria <u>STEP-1: Minimum Eligibility Criteria (Knock Out Criteria)</u>					
3.	Prelimi	nary Examination Criteria to be evaluated based on the technical proposal					
3.1	recei	ninary evaluation shall determine the eligibility of bidders and the administrative compliance of bids ved to the requirements of the bid as listed below, and shall be evaluated on a <b>pass or fail basis</b> . The naser may request for clarifications and additional historical documents pursuant to ITB 22.					
	comp	<b>bid is sealed</b> and submitted in line with the single stage-two envelope bidding procedure; that is, a bid prises a single package containing two <b>separate envelopes</b> . Each envelope shall contain and marked rately the financial proposal and the technical proposal.					
	. ,	bidder has submitted a copy of the <b>company registration</b> or incorporation certificate or current trading se; any other legal registration document whenever applicable.					
	( )	er is <b>registered with Income Tax</b> and General Sales Tax (GST) Departments and are on <b>Active ayers List</b> of the Federal Board of Revenue (FBR), with a National Tax Number (NTN). Bidder to submit					

copies of certificates and a printed copy of proof of Active Taxpayer List (ATL).

- (d) Bidder prepared and submitted the Bid Submission Sheet (**Bid Form**), duly filled, signed, and sealed/stamped, in accordance with ITB. No alteration is to be made in the Bid Submission Sheet (Bid Form) except in filling up the blank space as directed.
- (e) Bidder prepared and submitted a detailed Specification and Compliance Sheet, signed, and stamped the SOW & TOR', showing the extent of compliance to the Purchasers specifications (SOW & TOR') mentioned at PART 2: Section I. Bidder shall submit product/ Service catalogues and printed literature.
- (f) Bid is valid for a period of 120 calendar days counted from the date of the deadline for submission of bids.
- (g) The bidder has submitted valid copy of the Bid Security or Earnest money in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of National TB Control Program, valid for at least 148 days (120 days of bid validity plus 28 days). Original Bid Security or Earnest money should be submitted to the CMU and a scan & readable copy must be uploaded on EPADS.
  - (h) The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices in ITB 33 and should not be blacklisted by any Government or non-government organization. An affidavit duly attested by notary public shall be attached with the bidding document as evidence. The text in the body should state, "Bidder by the names of...... declares not to have been barred, blacklisted, suspended by any procuring entity with regard to their professional conduct, making of false statement, misrepresentation, corruption during any procurement process or contract performance. The company is not in a procurement or contract dispute or legal proceeding with any procurement entity over the poor performance of its contract, delivery of poor -quality products, failure to meet delivery schedules, failure to meet warranty claims, failure to provide timely defect replacements, failure to declare the origin and source of products. The company declares that the company no conflict of interest in participating in this procurement process and has not colluded with another vendor participating in this bid". The content of the text in the affidavit shall be examined for completeness. For the conformation of blacklisting of any firm, the procuring agency will solely rely on the list available on PPRA website or Provincial PPRA websites and shall not approach any public or private organization for clarifications.
  - (i) Bidders' Directors, Managing Partners, Chief Executives Officer have no relationship with any staff working in CMU or worked with CMU and Ministry of National Health Services, Regulations & Coordination during the last seven (07) years. This statement should be submitted on company letter head dully stamped and signed by the authorized person.
  - (j) Bidder has signed and attached the Integrity Pact statement as provided under the section for sample forms,
  - (k) There are no claims against the bidder of poor market reputation or previous default on quality while supplying goods/services to CMU.
  - (I) Although bidders can download/collect the standard bidding document "free of cost" from the PPRA and NTP website, Bidding Documents can also be secured through sending email at <u>ahmad.zeb@cmu.gov.pk</u> Bidder are required to provide a hardcopy of the SBD, dully signed and stamped and must be attached with their respective technical proposal. Bidders who fail to submit the official standard bidding document shall have their bids rejected. the reason behind this is that the vendor has read it and agreed all the terms

of	SBD.
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- (m) The bidder shall submit proper documentary evidence for financial soundness of the firm since as Bank statement for the last twelve (12) months and bank certificates or Alternatively, Audited Books of Accounts for at least the last two financial years from 2021-2022; 2022-2023.
- (n) EPADS documents must be same as submitted to CMU, If a document is missed to upload at EPADS, it will not be considered even if available in hard copies submitted to CMU. For regular updates on tender, keep visiting the EPADS website which will be uploaded real time for compliance
- (o) The whistle blowing policy (Anti fraud & Corruption policy) exists and applicable in CMU, if you identify any type of abnormalities mentioned in the policy, please notify it immediately to National Coordinator (NC-CMU) and Chief Audit Officer at given landline number/email (051-9255388, <u>omar.zia@cmu.gov.pk</u>). The detailed policy is attached as Annex-A as an information which must be signed by the vendor.
- NOTE: Bidders qualifying the aforementioned minimum eligibility criteria will be qualified for Technical Evaluation in STEP-2

### 4. STEP 02: Technical Evaluation Criteria based on documents and samples in the technical bid

**Technical responsiveness** shall be evaluated through merit point systems by award of marks based on the bidder's demonstrated experience, knowledge, skills as shown in contents of documents and sample, with a pass mark of 70%. The criteria below shall be applied to each product offered for and not to the entire bid.

Description	Marks	Criteria	
Year of Establishment Proven experience in provision of	15	5 Years experience	05 Marks
courier services. Experience will be		10 Years experience	10 Marks
counted from the date of registration of the company. Minimum Experience Required: 5 Years		15 Years experience	15 Marks
No. of Employees (Minimum 1000).	15	1000 Employees	5 Marks
Availability of human resources that will ensure due quality and timely delivery of		2000 Employees	10 Marks
courier services.		3000 Employees	15 Marks
Geographical Presence: Courier Service Centers in almost all districts of Pakistan/Express	15	Courier Service Centers at 300 locations with online tracking access and visibility	5 Marks
Centers/ Online Locations (minimum 300 centers over the country) Number of offices in		Courier Service Centers at 400 locations with online tracking access and visibility	10 Marks
<sup>2</sup> akistan.		Courier Service Centers at 400 locations online tracking access and visibility	15 Marks
Total Number of Clients successfully served over 250,000 PKR/ billing monthly:	20	Total Number of Clients 100 Clients or above: 20 marks	
Firm's experience for the provision of Courier services to corporate firms,	20	≤ 80 : 10 marks	
Local/INGO's, UN and Government organizations in Pakistan. For evidence		≤ 50 : 05 marks	
attach copies of contracts, service agreements and certificates of performance. No marks will be awarded if evidence would not be attached.		≤ 20 : 0 marks	
SMS/ Online Tracking System	10	Yes : 10 marks	
		No : 0/Nil	
	15		
Service Provider Owned Fleet : Total number of vehicles including Refrigerator truck fully sealed van used to transport temperature			

sensitive drugs and supplies or a special vehicle equipped with refrigeration unit device and polyurethane thermal insulation box to maintain temperature between 2° and 8°C.		500 Vehicles including 25 Refrigerator vehicles 1000 Vehicles including 50 Refrigerator vehicles 1500 Vehicles including 75 Refrigerator vehicles	5 marks 10 marks 15 Marks
ISO Certified Company		Yes : 10 marks	
		No: 0/Nil	
Total	100	Total Marks 100 (Pass mark 7	70% and above)

# Delivery Time of Consignment (Documents & Goods)

a.	National (Intra City)	-24 hours Overnight
b.	National (Intra Provincial)	-24 hours Overnight
c.	National (Intra Country)	-48 hours

- Supporting documents must be attached with Technical Proposal for each evaluation parameter.
- Minimum threshold for qualifying is 70% i.e., bidders obtaining 70% marks shall be qualified for opening of financial proposals.

# 5. Financial and Commercial Comparison Criteria based on contents of the financial bid

Bids that pass technical evaluation shall be opened in the presence of bidders at a time and date to be communicated to bidders, and bids shall be assessed for financial and commercial responsiveness as below:

- 5.1. The supplier's bid shall be reviewed to confirm that the bidder has accepted to meet all the general and special conditions of the contracts without any material deviation or reservations.
- 5.2. Bidder prepared and submitted a **Price Schedule** and **Delivery Schedule** duly filled, signed, and sealed/stamped, in accordance with ITB, with prices quoted as Delivered Duty Paid (DDP) price inclusive of prevailing duties, taxes and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 5.3. The bidder has submitted in the financial bid **an original valid Bid Security or Earnest money** in Pakistan Rupees in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of **National TB Control Program, valid for at least 148 days (120 days of bid validity plus 28 days)**. A correction of non-material arithmetic errors in the suppliers bid that may increase the total bid price shall not invalidate a valid bid security submitted based on an original bid price.
- 5.4. Bidders passing financial criteria 6.1 to 6.3, and have the lowest evaluated price, from among those which are eligible, compliant and technically qualified shall be the best evaluated bid for each product under the tender.
- 5.5. Preference in awarding shall be given to original manufacturers or producers; followed with Primary authorized dealers, Stationary suppliers; and lastly General Order Suppliers.

# Annex-B Financial Bid Pattern

# Domestic/National Rates

Service		National Shipment Flat Rates Inclusive of All Charges (Rupees)		<b>Cold Chain (If required)</b> Flat Rates Inclusive of All Charges			
Overnight	Weight	Intra/Within City	Intra provincial Same Zone	Intra Country Different Zones	Intra City	Intra provincial Same Zone	Intra Country Different Zones
		PKR without GST	PKR without GST	PKR without GST	PKR without GST	PKR without GST	PKR without GST
	0.0 KG to 0.5 KG						
	0.6 to 1 KG						
	Additional 0.5 KG						
	Additional KG						
	Special Handling Charges in case of any SHS Shipments						
	Fuel Adjustment Charges in case of high fluctuation in fuel prices						
	estic Bid Price ithout GST						
Insurance Coverage For CMU Shipments		To ensure all future shipments moved through courier services have transportation insurance coverage. Movement from one place to another place/destination through hired currier firm.				CostofPremiumagainstvalueofconsignment.	

# International (If Required)

Shipment Flat Rates Worldwide Inclusive of All Charges (Rupees)			
Weight	PKR without GST	Remarks	
Up to 0.5 KG			
0.6 to 1 KG			
Each Add 0.5 KG			
Each Add 1 KG			
Total International Bid Price			

Signature & Stamp	
Name	

# PART 2: Section I.

### Schedule of Requirements/ Compliance sheet

### **Special Conditions of contract (SCC)**

The Schedule of requirements provides a summary list of requirements under the tender as shown below, see the below Specifications and Compliance sheet for SOW and TOR's.

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

### Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain:

(i) insurance against all risks in respect of its property and any equipment used for the execution of the Contract;

(ii) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract; and

(iii) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the performance of the work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees, partners or sub-contractors performing work in connection with the Contract.

Except for the workmen's compensation insurance, the insurance policies under this section shall:

a) Name CMU as additional insured;

b) Include a waiver of subrogation to the insurance carrier of the Contractor's rights against CMU;

c) Provide that CMU shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

The Contractor shall, upon request, provide CMU with satisfactory evidence of the insurance required under this section.

### SCOPE OF SERVICES

- 1. The firm will be responsible for Postal of official documents / goods for Intra-city, Intra-provincial (ICT), Intra-country (Pakistan) from Monday to Saturday & in case of Emergency Call at any time in a day / week / weekend.
- 2. Official documents / goods must be delivered within 24 hours at the destination in case of Intra-city.
- 3. Official documents / goods must be delivered within 24 hours at the destination in case of Intra Provincial (ICT).
- 4. Official documents / goods must be delivered within 48 hours at the destination in case of intra country (Pakistan).
- 5. The consignment must be tracked online after dispatch.
- 6. The Service Provider will deliver the documents / goods to Intra-city, Intra-provincial (ICT) and Intra-country (Pakistan) as per agreed rates.
- 7. Un-received postages/consignments must be delivered back to the CMU Office with comments about the reasons of non-delivery. Upon refusal/rejected/address changes CMU Warehouse shall be informed immediately, nearby location will be communicated which would be the responsibility of the firm to deliver the goods.

- 8. The CMU Office reserves the right to randomly check the postages for their timely delivery to the destination.
- 9. Minimum postage collection time & dispatch interval shall be more than one time per day.
- 10. The firm will submit monthly delivery report of Intra-city, Intra-provincial (ICT) and Intra country (Pakistan) to CMU Office along with monthly invoice. Delivery alert on SMS should be received upon delivery of goods.
- 11. The Service Provider shall be liable to pay compensation for any loss and damage.

# Terms of References (TORs) for Courier Company

# Terms of Reference for Courier Company

- 1. The courier firm will be responsible for delivering official documents and goods within the city (ICT), within the province, and across the country (Pakistan) from Monday to Saturday.
- 2. In case of an emergency, the firm should be available at any time during the day, week, or weekend.
- 3. The company should nominate a focal person and share their credentials with our organization. The focal person must be available during working hours and respond promptly to any queries for pickups during or after working hours.
- 4. The pickups will take place at the CMU office, warehouse, and National Reference Laboratory, and the pickup time will be from 9:00 AM to 3:30:00 PM on a routine basis. However, CMU should be informed at least 12 hours before the pickup.
- 5. Official documents and goods must be delivered within 24 hours within the city (ICT and Rawalpindi), within the provincial zone, and 48 hours to a different provincial zone. For intra-country (Pakistan) border areas, delivery must be completed within 72 hours.
- 6. General mail pickups from the CMU main office will be made daily, including on Saturdays, with delivery only taking place during working days.
- 7. The service provider is responsible for delivering consignments across Pakistan, and no additional charges will be paid for delivery in the "No Service Area."
- 8. The service provider should contact the consignee or shipper in case of any difficulty in delivering the goods and parcels, such as a change of address or non-availability of the consignee.
- The CMU office reserves the right to check the postages for timely delivery to the destination, and the service provider must ensure that shipments booked from the CMU warehouse for delivery are covered with transit insurance.
- 10. Undelivered shipments must be returned to the shipper without any additional costs, and the courier must provide the receiving signature and name of the consignee or receiving person daily or upon delivery. Additionally, the service provider needs to provide CNs and QSR with the invoice.
- 11. An online application/portal must be provided to the shipper, with routine updates of consignment status.
- 12. Regarding penalties, if a consignment is lost and not traced, a penalty will be proposed, and if traced, it will be delivered to the consignee without any additional charges. Similarly, a penalty will be proposed for damaged consignments. Additionally, a 10% deduction of courier charges will occur for any delays in consignment delivery.

- 13. The service provider will provide cold chain services as needed. The officer making the request should provide all the necessary information to the service provider, either through email or other forms of communication. The relevant CMU officer must ensure that the packaging is suitable for the nature and needs of the supply. The service provider must guarantee expedited delivery of all cold chain shipments. The CMU office will oversee the temperature using a data logger, and the recipient must share the data report from the logger along with a receipt acknowledgment upon delivery of the shipment.
- 14. The CMU Warehouse will prepare packages and make the shipment ready for pickup. They will include the Stock Issuance Voucher (SIV) and an address tag for the delivery destination. The CMU warehouse officer in charge will ensure the pickup and record all shipment details, including the number of packages, on the SIV. The service provider is responsible for picking up the shipment during office hours and in the presence of the concerned officer. They should weight the shipment and record the weight on the SIV along with the consignment number (CN). The service provider should also sign the SIV during pickup and provide a copy to the warehouse officer.
- 15. The CMU warehouse and admin team will submit a quarterly report on the performance of the courier service provider. This review will cover the following indicators:
  - a. Delivery lead time
  - b. 2. Number of shipments delivered and complaints recorded/received
  - c. 3. Communication lead time response to issues regarding shipments
  - d. 4. Quality of reports submitted by service provider every month
  - e. 5. Variations in weight in the monthly invoices
  - f. 6. Quality of services, including time management of pickup from the CMU warehouse, safety of supplies during transit, and safe delivery at sites.

If the performance is unsatisfactory and there is a breach of the contract, the case will be referred to management with the recommendations for remedial actions. This may include a penalty or the recovery of losses.

### 8. TERMS OF AGREEMENT

- a. Agreement will be for one year. Extension of contract with service provider shall be based on performance appraisal by CMU Warehouse/Admin. Upon satisfactory services by the service provider, needs, requirements and approved budgetary provisions the service contract would be extended.
- b. Terms of renewal of the services will be regulated as per NTP/CMU rules.

### 9. TERMINATION OF CONTRACT

- a. In case of any violation of the agreement, aggrieved party will inform the other party in writing about complain / violation to solve the matter.
- b. In case of failure / un-satisfactory response, the aggrieved party will issue 30 days termination notice and will issue the certificate of nonperformance of the work assigned.

### 10. TRANSFER

Neither party shall assign or transfer this agreement and /or any right or obligation of the service to a third party without prior written consent from the other.

### 11. GENERAL INSTRUCTIONS

- a. In case of change in government fiscal / monetary policies affecting the national & local courier business both the parties will mutually discuss and agree to mutually satisfying decision.
- b. Rates quoted by the firm will be final and inclusive of all taxes levied by the govt. of Pakistan at the time of signing of the agreement and will be effective for the whole agreement period.
- c. Firm will be binding to complete the assigned job within stipulated time.

Both parties shall consult each other and try to resolve in good faith and dispute arising out of this agreement or concerning any matter.

12. EPADS documents must be same as submitted to CMU, If a document is missed to upload at EPADS, it will not be considered even if available in hard copies submitted to CMU. For regular updates on tender, keep visiting the EPADS website which will be uploaded real time for compliance

#### Schedule of requirements Authorised by:

Signature:	Name:	
Position: Authorized for and on behalf of:	Date:	(DD/MM/YY)
Company:	Stamp or seal:	

#### Detailed Anti-Fraud and Corruption Policy

i. The purpose of this policy is to combat against fraudulent activities outlining the responsibilities of all the involved parties. The scope of this policy is to take actions if fraud or any such attempt is suspected as per the prescribed mechanism for reporting a fraudulent activity, verification or investigation of such allegation and the recovery action plan.

ii. CMU has zero tolerance for fraud and corruption, meaning thereby that CMU staff members and other individuals or parties not directly connected with CMU should not to engage in fraud or corruption related activities.

iii. For the purpose of this policy, fraudulent and corrupt practices shall be defined as under:

<u>Fraudulent Practices:</u> "Any illegal acts or any attempt to commit an act characterized by intentional deception, concealment, or violation of trust. Fraud covers acts or omissions involve the element of deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, manipulation or concealment of material facts and collusion. It usually involves depriving or attempt to deprive someone of something by deceit or obtaining or attempt to obtain something by deceit, which might either be straight theft, misuse of funds or other resources, or more complicated crimes such as false accounting and the supply of false information. Fraud is not restricted to monetary or material benefits but includes intangibles such as status and information."

<u>Corrupt Practices:</u> A corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party. Corrupt practices include, but are not limited to, bribery, kickbacks and facilitation payments in connection with CMU activities or programmes.

iv. In connection with fraudulent and corrupt practices as defined above, CMU specifically forbids all employees and other individuals not directly connected with CMU from each of the following acts:

- Bribery: Engaging in any form of bribery, including offering, promising, giving, accepting or soliciting payments designed to gain any improper business advantage;
- Political Contributions: Promising, giving or soliciting contributions to political parties or to organizations or individuals engaged in politics as a subterfuge for bribery;
- Charitable Contributions: Promising, giving or soliciting charitable contributions or engaging in charitable sponsorships as a subterfuge for bribery;
- Gifts, Entertainment and Hospitality: Offering or accepting gifts, entertainment, or hospitality as a subterfuge for bribery;
- Facilitation Payments: Facilitation payments are prohibited in CMU; and
- Fiscal Impropriations: CMU does not allow unauthorized or unethical use of funds;
- Fraudulent accounting or reporting; aiding or involving in inappropriate directly or indirectly gaining unauthorized or illegal financial benefits.

v. The Anti-Fraud and Corruption Policy recognizes that CMU is at risk of loss due to fraud and corruption from within and outside. In meeting our responsibilities relating to fraud and corruption, whether attempted internally or externally, we're committed to an effective anti-fraud and corruption policy designed to:

• Encourage prevention;

- Promote detection;
- Ensure effective investigation where suspected fraud or corruption has occurred; and
- Prosecute offenders where appropriate.

vi. There is an expectation and requirement that all members, employees, consultants, contractors and service users be fair and honest and if able to do so, provide help, information and support to assist the investigation of fraud and corruption. It is responsibility of the management as well as all employees of CMU to facilitate in prevention and detection of fraud and corrupt practices and reporting the same as per prescribed criteria in the whistle-blowing policy or any other channels as may be appropriate.

vii. Where an individual makes a report under this policy in good faith, reasonably believing it to be true, no retaliation against the individual will be tolerated should the disclosure turn out to be misguided or false. The same policies shall apply to such individual as provided in this manual for whistle-blower protection.

viii. Any employee found to have been involved in fraudulent or corrupt practices shall be subject to disciplinary action as per CMU policies and if proven shall be terminated on account of gross misconduct.

ix. CMU's management as well as Internal Audit Department shall periodically review the contents of the Anti-Corruption and Anti-Fraud Policy from time to time to ensure that it reflects the best practices and shall propose to the Audit Committee/NC, those amendments and updates that contribute to the development and ongoing improvement thereof, taking into account any suggestions or proposals made by the Internal Audit or other professionals of the CMU.

x. CMU shall maintain the record of all fraud incidents (reported and suspected) along with actions taken as per prescribed fraud report register.

xi. Fraud risk assessment shall be carried out by CMU management at periodic intervals at operational and programme level to identify areas vulnerable to fraud/ corruption and to devise and implement appropriate fraud risk mitigation strategies.

Complaint or Whistle blowing of all kinds will be kept confidential.

Signature of Vendor:	
Name:	
Firm/Company Name:	
Contact no. with Address:	

### PART 2: Section II.

### **Procurement of Courier Service Agreement**

This agreement is entered into and executed on this day ...... for hiring of courier services between the (CMU) Common Management Unit the Global Fund (GFATM) under the Ministry of National Health Services, Coordination and Regulations Islamabad (CMU), BLOCK- C, EPI BUILDING, NEAR NIH, PM NATIONAL HEALTH COMPLEX, CHAK SHAHZAD, PARK ROAD, ISLAMABAD. And

successor in interest) of the second part, and both to be collectively referred to as the parties.

### 1. TERMS OF AGREEMENT:

a. **PERIOD:** This agreement will remain enforced from ...... 2025 to ......2026 for total period of one year from the date of execution, renewable/extendable on yearly basis by CMU subject to mutual consent and satisfactory performance of the Courier Company.

b. **EXECUTION:** The Courier Company will be bound to execute the terms of contract and instructions/directives of CMU.

### 2. <u>PERFORMANCE GUARANTEE:</u>

The courier company is required to deposit a "performance/ bank guarantee" equivalent to two (2) months service charges of the first year, through a Pay Order/ bank draft in favor of CMU within one week of award of agreement. The bid security of the successful contractor will be adjusted against the performance guarantee. If the bidder fails to deposit performance/ bank guarantee within one week of the receipt of the letter awarding the job, the same shall be treated as cancelled and the earnest money shall be forfeited.

### 3. PAYMENT OF SERVICES CHARGES:

CMU hereby covenants to pay the Courier Company, in consideration of the provision of courier services charges upon receipt of monthly invoice, for the services provided at national level on the terms and conditions, charges / rates and time given below:

I.		Rates for Overnight Serv			
	Weight	Shipment Flat Rates Inclusive of All Charges (Rupees)			
		Intra City Rate	Intra provincial Same Zone Rate	Intra Country Different Zones Rate	
Service		PKR without GST	PKR without GST	PKR without GST	
Overnight	0.0 KG to 0.5 KG				
	0.6 to 1 KG				
	Each Addl 0.5 KG				
	estic Bid Price out GST)				
Insurance Coverage For CMU Shipments		To ensure all future shipments moved through courier services have transportation insurance coverage. Movement from one place to another place/destination through hired currier firm.		Cost of Premium against value of consignment.	

i. <u>National (Domestic) Rates for Overnight Service</u>

## Cold Chain if required

		Cold Chain Shipment Flat Rates Inclusive of All Charges (Rupees)		
	Weight	Intra City Rate	Intra provincial Same Zone Rate	Intra Country Different Zones Rate
Service		PKR without GST	PKR without GST	PKR without GST
Overnight	0.0 KG to 0.5 KG			
	0.6 to 1 KG			
	Each Addl 0.5 KG			
	estic Bid Price out GST)			
Insurance Coverage For CMU Shipments		services have transpor	nents moved through courier tation insurance coverage. e to another place/destination	Cost of Premium against value of consignment.

#### ii. Delivery Time of Documents & Goods

Official documents and goods must be delivered within 24 hours within the city (ICT and Rawalpindi), within the provincial zone, and 48 hours to a different provincial zone. For intra-country (Pakistan) border areas, delivery must be completed within 72 hours.

d.	National (Intra City)	-	24 hours Overnight
e.	National (Intra Provincial)	-	24 hours Overnight
f.	National (Intra Country)	-	48 hours

The above National (domestic) rates shall be applicable for provision of courier service for National (domestic) throughout the country.

### 4. <u>TAXES:</u>

- a. The Courier Company must be registered with sales tax department, having National Tax Number.
- b. The courier company shall be responsible to pay all the taxes required under the relevant laws of Pakistan. CMU will not pay any additional amount during contract period.

## 5. **<u>RESPONSIBILITIES OF THE COURIER COMPANY</u>**:

- a. The Courier Company shall be responsible to deliver and/or hand over all the consignments at their designated destinations within the time specified and agreed hereinabove.
- b. Upon failure or delay in the performance of service as agreed between the parties under this agreement, except in the events of *force majeure* and/or *Act of God*, CMU shall have the right to early terminate the agreement at any time by issuing a notice of seven (7) days to the courier company and take legal action against\_\_\_\_\_\_\_\_\_ and claim damages or ask for specific performance etc arising out of the contraventions of this agreement.
- c. The Courier Company shall be responsible to pay CMU, the amount of loss or damage to a document or

consignment actually sustained and claimed by CMU.

## 6. <u>INDEMNITY:</u>

The Courier Company shall at all times during the specified period of this agreement and thereafter indemnify the CMU and its officers against all losses and claims for injuries or damages to any person or property arising thereof or in consequence of this agreement or any of its duties to be performed there under, or any act or omission of any of its employees, and against all claims, demands, proceeding, cost, charges and expense whatsoever in respect thereof or in relation thereto and all litigations, court processes and court cases and all proceedings there under filed or instituted by the personnel employed by Courier Company or any of them collectively or individually or by any other party subject to completion of legal proceedings as required by law.

## 7. <u>CONFIDENTIALITY:</u>

The Courier Company shall ensure that all of its employees performing services specified in this agreement shall not at any time during the performance of this agreement or thereafter disclose to any person any information as to the affairs of the **CMU** or its offices and as to any other matter which may come to their knowledge by reasons of the performanceoftheservicesspecified in the agreement. If in the opinion of the **CMU** there has been any such disclosure strict actions against the person concerned shall be taken or he/she shall immediately be dismissed from the service.

### 8. MODIFICATION OF THE AGREEMENT:

Any amendment or modification of this agreement or additional obligations assumed by any of the parties, will be enforced only after mutual agreement of both parties. No supplement, alteration, waiver or amendment in any of the terms of this agreement will be effective/binding unless made in writing and duly executed by an authorized officer(s) or representative of both the parties.

## 9. PERFORMANCE STANDARDS:

#### 10.

The Courier Company shall perform the services under this agreement with the highest standards of professional expertise, ethical competence and integrity.

## 11. RESTRICTION OF ASSIGNMENTS TAKE OVER (Sublet of Agreement)

- a. Courier Company shall not assign or make a sub-agreement for any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contracting by Company shall entitle the CMU to terminate this agreement forthwith.
- b. If Courier Company make any arrangement with or assignment in favor of its creditors, or amalgamates with any other concern or is taken over, CMU shall be entitled to terminate this agreement forthwith upon notice.

## 12. FORCE MAJEURE:

Force Majeure events or conditions beyond the control of Courier Company and CMU, such as acts of God, acts of terrorism, or similar acts, civil disturbances, or any other emergency beyond the parties control, which makes it inadvisable,

illegal, or impossible for either party to this agreement to perform their obligations under this agreement as they relate to the performance. In case of such event, the agreement shall stand terminated and the courier company shall thereafter have no obligation to CMU and CMU shall not be required to pay to the courier company.

## 13. TERMINATION OF AGREEMENT:

If the courier Company breaches any terms and conditions laid down in this agreement and if such breach is not cured within thirty (30) days after receiving written notice from CMU Warehouse specifying such breach in reasonable detail, CMU shall have the right to terminate this agreement by giving written notice thereof to the company, which termination shall go into effect immediately on receipt.

a. This agreement has taken place w.e.f\_\_\_\_2025 and will be in force for the period of One (01) Year. (This agreement will be renewed every year subject to satisfactory performance of Courier Company).

b. Both parties have rights to terminate the agreement on one month advance notice. In case the services are terminated without notice, second party will have to make the payment equivalent to .....

### 14. <u>GOVERNING LAW:</u>

This agreement will be enforceable and governed in accordance with the laws of Islamic Republic of Pakistan.

### 15. DISPUTES:

a. All questions, disputes, controversies arising between the parties with respect to the existence, scope, intent, extent, interpretation of the agreement, and specification of the services of the agreement will first be resolved/settled amicably by the parties through negotiations of their respective senior management personnel.

b. All such disputes if not amicably resolved within thirty (30) days of failure of amicable discussion as judged by either party shall be referred for arbitration in accordance with the provisions of the Arbitration Act, 1940 and the rules framed there under by either party by giving a thirty (30) days' notice to the other party.

c. The arbitration proceedings will take place in Islamabad. The award rendered by the Arbitrator will be final and binding on the parties.

**IN WITNESS WHEREOF**, this agreement has been duly signed by the parties hereto on the day, month and year written hereinabove.

For and on behalf of	
Company Name	
Islamabad	

For and on behalf of CMU Unit-the Global Fund (GFATM) Islamabad

Witnesses:

Witness:

1:\_\_\_\_

2:-

## Part 2: Section III

Standard Forms

To,

## Form 1: Bid Form/ Cover Letter/Signed & Stamped)

Date: \_\_\_\_\_

No:

The National Coordinator, National TB Control Programme, CMU PR-GFATM, Islamabad.

Dear Sir.

Having examined the bidding documents for ...... (Subject of Procurement) ......under procurement reference......and all addendums where applicable, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods/services in conformity with the said bidding documents for the sum of Rs.....

We undertake, if our Bid is accepted, to deliver the goods/services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we hereby agree that our Bid Security as being provided herewith this "Bid Form", will remain with the Purchaser according to Clause 14 of Instructions to Bidders.

We also agree to abide by this Bid for a bid validity period of One Hundred and Twenty (120) days from the date fixed for Bid opening under Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this \_\_\_\_\_day of \_\_\_\_\_20\_\_\_.

[in the capacity of/ Designation] [signature]

Duly authorized to sign Bid for and on behalf of

Firm's stamp:

Subject of Procurement:	
Procurement Reference Number:	
Name of Bidder	_ :

i. <u>National (Domestic) Rates for Overnight Service</u>				
		Shipment Flat Rates Inclusive of All Charges (Rupees)		
	Weight	Intra City Rate	Intra provincial Same Zone Rate	Intra Country Different Zones Rate
Service		PKR without GST	PKR without GST	PKR without GST
Overnight	0.0 KG to 0.5 KG			
	0.6 to 1 KG			
	Each Addl 0.5 KG			
Total Domestic Bid Price (Without GST)				
Insurance Coverage For CMU Shipments		services have transpo	oments moved through courier ortation insurance coverage. ce to another place/destination n.	Cost of Premium against value of consignment.

## Cold Chain if required

		Cold Chain Shipment Flat Rates Inclusive of All Charges (Rupees)		
	Weight	Intra City Rate	Intra provincial Same Zone Rate	Intra Country Different Zones Rate
Service		PKR without GST	PKR without GST	PKR without GST
Overnight	0.0 KG to 0.5 KG			
	0.6 to 1 KG			
	Each Addl 0.5 KG			
Total Domestic Bid Price (Without GST)				
Insurance Coverage For CMU Shipments		services have transpo	oments moved through courier ortation insurance coverage. ce to another place/destination n.	Cost of Premium against value of consignment.

## International (If Required)

	Shipment Flat Rates World Wide Inclusive of All Charges (Rupees)		
Weight	PKR without GST	Remarks	
Up to 0.5 KG			
0.6 to 1 KG			
Each Add 0.5 KG			
Each Add 0.5 KG			
Total International Bid Price			

- 1. <u>Note:</u> The bidders shall quote price for all categories of shipments and weights and must be submitted on company's letterhead, firm seal & vendor sign on quotation is mandatory.
- 2. Offered prices should be valid for at least 120 days. "GST is not applicable". Income Tax will be deducted at source on GoP prescribed rates.

:

3. Please provide full cost quote. Information should include the fuel adjustment charges Per Unit Price delivery time, freight and packing cost (if applicable).

The Price Schedule is authorised by:				
Signature:	Name:			
Position:	Date:			
Authorized for and on behalf of:		(DD/MM/YY)		
Company:	Stamp or seal:			

## Form 3. Contract Form

THIS AGREEMENT made the \_\_\_\_\_\_day of \_\_\_\_\_2024 between Office of the Principal Recipient, National Tuberculosis Control Program, Common Management Unit, Blocks C,E & F, EPI Building, NIH Chak Shahzad, Islamabad (hereinafter called "the Purchaser") of the one part and [**name of Supplier**] (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain Goods/services and has accepted a bid by the Manufacturer/ Supplier/ Authorized Dealer/ general order supplier firm for the supply of those Goods/Services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price".)

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz.:

- (a) The Bid Form and the Price Schedule submitted by the Bidder;
- (b) The Schedule of Requirements;
- (c) The General Conditions of Contract;
- (d) The Special Conditions of Contract;

(e) The Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The supplier shall deliver all goods/services at mentioned place of delivery in original packing, valid warranty /service cards, product catalog/manual along with delivery challan and invoice(s).

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods/services the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

6. The parties agree that this is a framework contract valid for a period of twelve (12) months from the date of signing the contract; therefore, within the contract validity period, the Purchaser may order for quantities over and above the contracted quantities provided that the product prices remain fixed.

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

Signed, sealed, delivered by \_\_\_\_\_the for the Purchaser) Signed, sealed, delivered by \_\_\_\_\_the for the Manufacturer/Supplier/ Authorized

Dealer/ General Order Supplier

## Form 4: Form of Integrity Pact

Contract No.	Date	ed C	Contract Value:
Contract Title:			

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 GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [**name of Supplier**] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP 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 GoP.

Name of Buyer:	Name of Seller/Supplier:
Signature:	Signature:
[Seal]	[Seal]

## Form 5: Form of Bank Guarantee as Bid Security

	antee No uted on	
Letter	r by the Guarantor to the Employer	
Name	e of Guarantor (Bank) with address:	
Name		
Pena	I Sum of Security (express in words and figures)	
Tond	er Reference No	Date of Tender
KNO\		suance of the terms of the Tender and at the request of the
	-	The "Employer") in the sum stated above, for the payment elves, our heirs, executors, administrators and successors,
Tende	CONDITION OF THIS OBLIGATION IS SUCH, t er numbered dated as above for e said Employer; and	hat whereas the Principal has submitted the accompanying (Particulars of Tender)
	REAS, the Employer has required as a conditio er Security in the above said sum to the Employ	n for considering said Tender that the Principal furnish a er, conditioned as under:
(1) tende		r a period of 30 days beyond the period of validity of the
(2)	That in the event of;	
(8	a) The Principal withdraws his Tender during the	e period of validity of Tender, or
•	<ul> <li>b) The Principal does not accept the correction erers, or</li> </ul>	of his Tender Price, pursuant to Instructions to
(0	c) Failure of the successful tenderer to	
	(i) Furnish the required Performance Secu	rity, in accordance with the Instructions to Tenderers, or

(ii) Sign the proposed Contract Agreement, in accordance with Instructions to Tenderers, then the entire sum be paid immediately to the said Employer for delayed Completion and not as penalty for the successful tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified there for, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Tender as accepted and furnish within thirty (30) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of withdrawal of the said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

	_	
Guarantor (Ban	k)	
Witness: 1	Signature	
1	2.	Name
	3. Corporate Secretary (Seal)	Title
2		
	(Name, Title & Address) (Seal)	Corporate Guarantor (Seal)

## Form 6: Form of Performance Security or Guarantee

(On Non Judicial Stamp Paper of the Government of Pakistan of appropriate value)

Guarantee No	_
Date of Issue	
Date of Expiry	
Amount Secured	

To:

National Coordinator, Office of the Principal Recipient, National Tuberculosis Control Program, Common Management Unit to Manage The Global Fund Grants on AIDS, TB & Malaria, Islamabad.

WHEREAS

"the Contractor") has undertaken in pursuance of Contract to execute

(hereinafter

called "the Contract").

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish a Bank Guarantee by a recognized bank or Insurance Bond from an approved and duly recognized as AA rating insurance company for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

## NOW THEREFORE, we (the bank)

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of items of the Contract or of the work to be performed there under or any of the Contract Documents which may be made between The Principal Recipient for The Global Fund Grant, National Tuberculosis Control Program, Islamabad and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect up to the date of issuance of Taking Over Certificate or Works i. e. up to\_\_\_\_\_.

We further agree to replace this guarantee with a fresh guarantee 60 days prior to the date of expiry of the guarantee being replaced, for an amount equivalent to 50% of the amount of Performance Security valid from the date of issuance of Taking Over Certificate up to eight four (84) calendar days after issuance of Defects Liability Certificate. If the guarantee is not replaced 30 days prior to the expiry of this guarantee, The Principal Recipient for The Global Fund

Grant, National Tuberculosis Control Program Islamabad shall have the right to call for encashment without any rhyme or reason.

SIGNATURE AND SEAL OF THE GUARANTOR

Date \_\_\_\_\_

## Form 8: Undertaking

I have read the terms and conditions thoroughly regarding "Tender dated\_\_\_\_\_\_, I hereby

undertake to abide by these terms & conditions in letter and spirit.

Signature:

Name of Authorize Person:

Name of Firm & Full Address with Stamp:

Dated:

## Part Three: Section. I

	General Conditions of Contract (GCC)					
1. Definitions 1.1			In this Contract, the following terms shall be interpreted as			
			indicate:			
			"The Contract" means the agreement entered into between the Purchaser 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. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.			
			"The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.			
			"The Services" means those services ancillary to the supply of the Goods, such as transportation, loading & unloading 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.			
			"GCC" means the General Conditions of Contract. "SCC" means the Special Conditions of Contract. "The Purchaser" means Office of the Principal Recipient-The Global Fund Grant-National Tuberculosis Control Program-CMU-Islamabad of Islamabad.			
			"The Supplier" means the individual or firm supplying the Goods and Services under this Contract.			
			"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.	Standards	3.1	The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements, 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.			
4.	Inspections and Tests	4.1	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 allied documentary evidence and production data,			
			shall be furnished to the inspectors at no charge to the Purchaser.			

4.2 Should any inspected or tested Goods fail to conform to the

Specifications, the Purchaser 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 Purchaser.

4.3 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods

having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from

the factory/warehouse.

- 4.4 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 5. Packing 5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final 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' final destination and the absence of heavy handling facilities at all points in transit.
  - 5.2 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 Purchaser.
- 6. Delivery and 6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule or Requirements.
- **7. Transportation** 7.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination i.e. Central warehouse of CMU, Islamabad.
- 8. Warranty 8.1 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 Purchaser's specifications) or from any act or omission or the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

		8.2	The earnest money submitted by the supplier shall be retained during the warranty period as mentioned in technical specification and will be released after expiry of warranty period.
9.	Payment	9.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		9.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by a sales tax invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.
		9.3	Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of an invoice or claim by the Supplier.
		9.4	The currency of payment is Pakistan Rupees.
10.	Prices	10.1	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 on the Purchaser's request for bid validity extension, as the case may be.
11.	Charge Orders	11.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract.
		11.2	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, and 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 fifteen
			(15) days from the date of the Supplier's receipt of the Purchaser's change order.
12.	Contract Amendments	12.1	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
13.	Assignment	13.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
14.	Delays in the Supplier's Performance	<b>e</b> 14.1	Delivery of the Goods and performance of Services shall be made by Supplier in accordance with the time schedule prescribed by Purchaser in the Schedule of Requirements.

14.2 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 Purchaser in writing of the fact of the delay, its likely duration and its cause (s).

- 14.3 Except as provided under GCC Clause 17, 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 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.
- 15. Liquidated 15.1 Subject to GCC Clause 17, 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 Purchaser 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

Un-performed Services -. Regarding penalties, if a consignment is lost and not traced, a penalty will be proposed, and if traced, it will be delivered to the consignee without any additional charges. Similarly, a penalty will be proposed for damaged consignments. Additionally, a 10% deduction of courier charges will occur for any delays in consignment delivery.

16. **Termination** for 16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

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 Purchaser pursuant to GCC Clause 14.2; or

If the Supplier fails to perform any other obligation(s) under the Contract.

If the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non- competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

- 16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser 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 Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 17 Force Majeure 17.1 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
  - 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause

thereof. Unless otherwise directed by the Purchaser 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.

- 18. **Resolution** of 18.1 The Purchaser 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.
  - 18.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred 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.
- 19. Governing Language
   19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, 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.
- 20. Applicable Law 20.1 The Contract shall be interpreted in accordance with PPRA Ordinance 2002, Public Procurement Rules 2004 and other laws of Islamic Republic of Pakistan. If there is any discrepancy between the laws and these bidding documents, the provisions of the laws and rules will prevail.
- 21. **Notices** 21.1 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.
  - 21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

# 22 **Taxes and Duties** 22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

## **Technical Evaluation Template.**

Please attach all necessary documents and write attached/not attached in the column below and attach documents in the same sequence kindly flag/mention the page number where the concerned document is placed.

Sr#	Description	Attached/not attached	Flag or mention the page number
1	Company Profile Name & Address of Company's Registered Office		
2	Year of Establishment/ Copy of company Registration		
3	Proof of NTN/ STN (Active Taxpayer List)		
4	(Form-1 Bid Form Cover Letter/Signed & Stamped), duly filled, signed and sealed/stamped bids, in accordance with ITB		
5	Signed and stamped the SOW & TOR', showing the extent of compliance to the Purchasers specifications (SOW & TOR') mentioned at PART 2: Section I. Schedule of Requirements/ Compliance sheet		
6	<b>Bid is valid</b> for a period of 120 calendar days counted from the date of the deadline for submission of bids		
7	valid copy of the <b>Bid Security</b> or Earnest money Only a copy of the Earnest money with readable amount should be attached with the technical bid,		
8	An <b>affidavit as per clause (h) of preliminary criteria</b> duly attested by notary public shall be attached with the bidding document as evidence.		
9	Bidder has signed and attached the statement on company letter head that Bidders' Directors, Managing Partners, Chief Executives Officer have no relationship with any staff working in or worked with CMU-NTP and MoNHR&C Islamabad during the last seven (07) years		
10	Bidder has signed and attached the Integrity Pact statement		
11	<b>Bank statement</b> of last twelve (12) months and alternatively audit reports/Audited Books of Accounts of the last financial year with unmodified opinion.		
12	Bidder are required to provide a hardcopy of the SBD, dully signed and stamped and must be attached with their respective technical proposal		
13	<b>Copies of contracts</b> , copies of purchase orders, work orders for similar Product/services for, performed/supplied for a reputable organization in Pakistan within the last (07) years		
14	Total No. of Employees		
15	Total No. of Clients		
16	Total No of Express Centers		
17	On line Tracking system for Consignment (web)		
18	Serving Countries Worldwide		

19	SMS Tracking/online tracking	
20	Own aircraft (Details)	
21	ISO Certified Company	
22	Total No of Corporate Customers (each customer billing over 0.5 million per month)	

Name

&

Signature:

Position:

Date:

Contact No &

email

address:

Authorized for and on behalf of:

(DD/MM/YY)

Company: \_\_\_\_\_

Stamp or seal: