

Standard Bidding Document

Local chemist tender
(Goods)

National

Single Stage-One Envelope



May 20, 2026

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INVITATION TO BIDS PROCUREMENT OF GOODS

1. The **WAPDA Hospital Faisalabad (Member (Finance) WAPDA)** has reserved Funds for the procurement planned for FY **2025-26**. The **WAPDA Hospital Faisalabad (Member (Finance) WAPDA)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Local chemist tender**".
2. The **WAPDA Hospital Faisalabad (Member (Finance) WAPDA)** invites E-bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit**. Where **Bid Security** is not required by the **Procuring Agency**, Bidders are required to furnish **Bid Security Declaration** as specified in Bidding Document.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. Bidder(s) are required to get themselves registered on **EPADS v2.0** on or before **Tuesday, June 9, 2026 11:00 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Tuesday, June 9, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is

available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods for as specified in the BDS and **in Section V - Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1 Source of funds is referred in Clause-1 of Invitation for Bids.

3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with

any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.
2. have controlling shareholders in common; or
3. receive or have received any direct or indirect subsidy from any of them; or
4. have the same legal representative for purposes of this Bid; or
5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;
2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

3.8 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0**.

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9**.

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through **EPADS v2.0**:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS. 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 pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;
2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;
4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**.

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 The Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bids

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidder(s) shall be construed to be the price of those missing item(s)

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

17. Bids Validity Period

17.1 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.7**.

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period

for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

1. the expiry of the Bid Security;
2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;
3. the rejection by the Procuring Agency of all Bids;
4. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract, or furnishing the Performance Guarantee.

18.9 The Bid Security may be forfeited or the Bid Securing Declaration executed:

1. if a Bidder:
 2. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or
 3. does not accept the correction of errors; or
 4. in the case of a successful Bidder, if the Bidder fails:
 5. to sign the contract; or
 6. to furnish Performance Guarantee.

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 **before three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the BIDS which in any way affect the following parameters will be considered as a change in the substance of a Bids:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

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

25.3A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 25.2**, it shall reject the Bid.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

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

28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

1. Least Cost Based Selection (LCBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

2. Quality and Cost Based Selection (QCBS)

In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

3. Quality Based Selection (QBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in EvaluationCriteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

32. Abnormally Low Financial Bids

32.1 Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 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, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.7 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 Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform

satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

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

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35

of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

39. Corrupt & Fraudulent Practices

39.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

ITB Number 1.1

Name of Procuring Agency: **WAPDA Hospital Faisalabad (Member (Finance) WAPDA)**

The subject of procurement is: **Local chemist tender**

Expected commencement date: **Tuesday, June 30, 2026**

BDS Clause Number 2

ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2025-26**

Name and identification number of the Contract: **P35096**

BDS Clause Number 3

ITB Clause Number 3.1

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Tuesday, June 2, 2026

C. Preparation of Bids

BDS Clause Number 5

ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid:

1. Attach attested copy of valid drug sales license issued from health Dept
2. attach attested copy of Valid NTN certificate
3. attach attested copy of Valid professional tax certificate (if applicable)
4. attach attested copy of Affidavit/form of bid as per specimen attached
5. attach attested copy of Certificate of experience of at least 01 year for supply to govt./autonomous hospitals
6. attach attested copy of Signed and stamped integrity pact
7. The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids

BDS Clause Number 6

ITB Number 11.1

Items/Lots and therrerelateddocuments:

See section items and Lots

BDS Clause Number 7

ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8

ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9

ITB Number 16.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 10

ITB Number 17.1

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 11

ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit**

D. Submission of Bids

BDS Clause Number 12

ITB Number 20.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

WAPDA Hospital Faisalabad, West Canal Road, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
before bid submission deadline.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Tuesday, June 9, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 13

ITB Number 23.1

The Bids opening shall take place on **EPADS v2.0**.

Day : **Tuesday**

Date: **Tuesday, June 9, 2026**

Time : **11:30 AM**

BDS Clause Number 14

ITB Number 31.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15

ITB Number 41.1

Grievance against this procurement shall be submitted online on EPADS v2.0.

Arbitrator shall be appointed by mutual consent of the both parties.



Eligibility Criteria

Bidder's Type	Required Registration
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	Punjab (PRA)
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	

Eligibility Criteria	Document
Must be prequalified by WAPDA Hospital Faisalabad	Yes

Evaluation Criteria

Eligible bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

Technical Marks	9
Passing Marks	9
Mandatory Requirements	
Valid Drug Sales License (Qualitative)(Doc Required)	1
Valid NTN certificate with the name of supplier on active tax payer list of FBR (Qualitative)(Doc Required)	1
Valid professional tax certificate (if applicable) (Qualitative)(Doc Required)	1
Affidavit/form of bid as per specimen attached (Qualitative)(Doc Required)	1
Certificate of experience of at least 01 year for supply to govt./autonomous hospitals (Qualitative)(Doc Required)	1
Signed and stamped integrity pact (Qualitative)(Doc Required)	1
Pharmacy Committee Will Visit premises and report	
Availability of Ample stock of Registered Medicines and Disposables (Qualitative)	1
Maintenance of Good storage conditions including temperature, Humidity and sunlight control measures (Qualitative)	1
Availability of Qualified and Trained Staff (Qualitative)	1

Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security
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Medicines	Commercial pharmaceutical services	Address: WAPDA Hospital Faisalabad, West Canal Road, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). Schedule: Daily on issuance of Green slips Quantity: 1	1	86575
Surgical Disposable/ Misc.items	Commercial pharmaceutical services	Address: WAPDA Hospital Faisalabad, West Canal Road, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). Schedule: Daily on issuance of Green slips Quantity: 1	1	13440

Related Services of Goods:

No

Items/Lot Specification

Items Without Lots :

Item: Medicines

UNSPSC: Commercial pharmaceutical services

Specifications / Requirements:

The local purchase slips (L.P) for indoor and outdoor are issued on daily basis as per requirement and have to be delivered on the same day positively. The brands of medicines/disposable items should exactly be the same as mentioned on local purchase slips (L.P). In case of non-availability of any brand in market, the chemist will get the Local Purchase slips (L.P) amended from authorized person who will do the same after confirming the non-availability of the same item in market. Normally, the stores will be

purchased on daily basis by evenly distributing the requirements against each item by placing purchase orders/Local Purchase slips(L.P) during the currency of this Frame work agreement and the bidder shall not be absolved of the responsibility of delivering the quantities on 'as and when demanded' basis. Responsibility of maintaining stock will lies with the bidder for timely execution of the Purchase Orders/Local Purchase slips (L.P).

Item: Surgical Disposable/ Misc.items

UNSPSC: Commercial pharmaceutical services

Specifications / Requirements:

The local purchase slips (L.P) for indoor and outdoor are issued on daily basis as per requirement and have to be delivered on the same day positively. The brands of medicines/disposable items should exactly be the same as mentioned on local purchase slips (L.P). In case of non-availability of any brand in market, the chemist will get the Local Purchase slips (L.P) amended from authorized person who will do the same after confirming the non-availability of the same item in market. Normally, the stores will be purchased on daily basis by evenly distributing the requirements against each item by placing purchase orders/Local Purchase slips(L.P) during the currency of this Frame work agreement and the bidder shall not be absolved of the responsibility of delivering the quantities on 'as and when demanded' basis. Responsibility of maintaining stock will lies with the bidder for timely execution of the Purchase Orders/Local Purchase slips (L.P).

Price Schedule

For Individual Items

#	Item Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		







General Conditions of Contract

A. General

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;
2. "Procuring Agency" means:-
 - 2.1. any Ministry, Division, Department or any Office of the Government;
 - 2.2. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
3. "The Contract" means an agreement enforceable by law;
4. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
5. "Ancillary Services" means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;
6. "GCC" means the General Conditions of Contract contained in this section;
7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
8. "Day" means calendar day unless indicated otherwise.
9. "Effective Date" means the date on which this Contract comes into force and effect.
10. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
11. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
12. "Government" means the Government of Pakistan;
13. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
14. "Service" means any object of procurement other than goods or works;
15. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

17. "Completion Date" means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

18. "In Writing" means communicated in written form with proof of receipt;

19. "Local Currency" means the currency of Pakistan;

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

3.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Notices

5.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

7. Authorized Representatives / Authority of Member in charge

7.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Bidder may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

8. Effectiveness of Contract

8.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

9. Commencement of Services

9.1 The Bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

10. Program

10.1 Before commencement of the Services, the Bidder shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

11. Starting Date/Expiration Date

11.1 The Bidder shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

13. Modification

13.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

14.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result

of Force Majeure.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

15. Termination

15.1 By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

1. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
2. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
3. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
4. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

1. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
2. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
2. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not provided by the Bidder;
- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

21. Reporting Obligations

21.1 The Bidder shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15**.

22.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ----- at the discretion of the PA in the amount **specified in SCC**. In case the amount of Bids security is equal or greater than

23.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.3 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.

23.4 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

26.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

27. Removal and/or Replacement of Personnel

27.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

27.3 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

30.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

32.1 Payments will be made to the Bidder according to the payment schedule stated in the SCC and as per actual invoice submitted by the Bidder.

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

35. Correction of Defects, and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

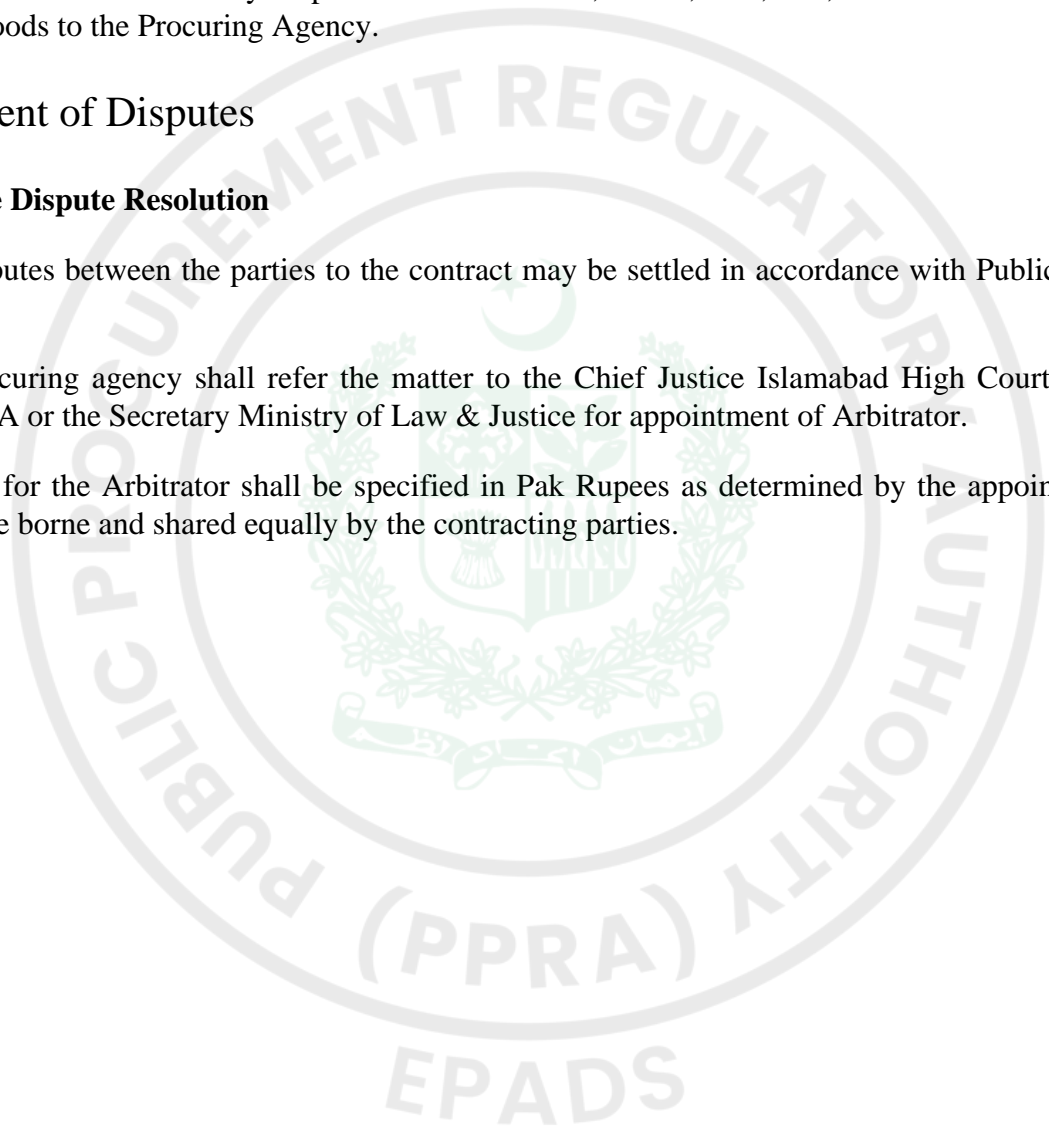
H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.





Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: WAPDA Hospital Faisalabad (Member (Finance) WAPDA), Medical Superintendent WAPDA Hospital Faisalabad, West Canal Road, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

The Supplier is:

The title of the subject procurement is: Local chemist tender

Number of GC Clause 3

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 5

Notices:

The addresses for the notices are:

Procuring Agency:

WAPDA Hospital Faisalabad (Member (Finance) WAPDA), Medical Superintendent
WAPDA Hospital Faisalabad, West Canal Road, Faisalabad City, Faisalabad (District), Faisalabad Division
(Division), Punjab (Province).
+92-333-657-3780
mswapda@gmail.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

WAPDA Hospital Faisalabad (Member (Finance) WAPDA), Medical Superintendent
WAPDA Hospital Faisalabad, West Canal Road, Faisalabad City, Faisalabad (District), Faisalabad Division
(Division), Punjab (Province).
+92-333-657-3780
mswapda@gmail.com

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 17

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.07%** to **10.00%** of the Contract value, in

accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

The amount of performance guarantee shall be **5.00%** of the contract price in acceptable form of **Pay Order, Banker's Cheque, Call at Deposit**

Number of GC Clause 32

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 33

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 34

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

The inspection committee constituted by the Consignee or the person authorized shall inspect the quantity, specifications of goods. The cost of the lab tests, if required, shall be borne by the Bidder.

Quality/quantity of Items supplied will be checked by the concerned hospital through inspection committee / authorized person notified by the concerned WAPDA Health Unit. The supply shall not be accepted if found substandard. If the Firm provide substandard item and fail to provide the item as per standard specifications, the purchaser shall be entitled to make other arrangement at the risk / expense of the bidder. The price difference shall be paid by the Firm. In case of supply of substan

Therapeutic Goods must have long shelf life/expiry more than 12 months or 70% in case of imported product and 85% in case of locally manufactured product, but not less than 12 months in any case. Procuring agency shall make decision regarding any relaxation in shelf life/ expiry date

The Purchaser or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Frame work agreement specifications at no extra cost to the Purchaser

The Purchaser's right to inspect test and, where necessary, reject the goods after the arrival atPurchaser's destinations shall in no way be limited or waived by reason of thegoodshavingpreviouslybeen inspected, tested, and passed by the Purchaser or its representative.

Delivery & Documents

The Bidder shall provide free delivery of the Items to consignee's end at WAPDA Hospital West Canal Road Faisalabad or to the outdoor patients. The bidder will be responsible for any shortages, loss, theft, damage until the goods have been received officially by the consignee.

Payment will be made by the purchaser as per WAPDA rules after completion of all codal formalities. The Firm will be entitled to 100% payment on submission of bills complete in all respects against each purchase order/local purchase slip issued along with the following documents:-

i) GST Invoices , indicating Purchase order/LP slips number, date of supply, item name, description, pack size, Qty supplied, unit price and total value of the Purchase Orders/LP slips. ii) Certificate of assurance as mentioned in section 23 of Drug act 1976. iii) Copy of Goods Receipt Note (G.R.N.), where applicable. iv) Certificate that the Billed amount has not been claimed/received earlier

The bidder will mention on the bill, the name and location of his Bankers, and Bank Account Number for safe delivery of the cheque. Any delays in payments beyond 30-days of the submission of complete documents will be brought to the notice of D.G (MS) WAPDA, in writing. The Bidder shall be responsible to refund any excess amount paid due to any error in calculation or mistake in evaluating the offer.

The local purchase slips (L.P) for indoor and outdoor are issued on daily basis as per requirement and have to be delivered on the same day positively. The brands of medicines/disposable items should exactly be the same as mentioned on local purchase slips (L.P). In case of non-availability of any brand in market, the chemist will get the Local Purchase slips (L.P) amended from authorized person who will do the same after confirming the non-availability of the same item in market.

Normally, the stores will be purchased on daily basis by evenly distributing the requirements against each item by placing purchase orders/Local Purchase slips(L.P) during the currency of this Frame work agreement and the bidder shall not be absolved of the responsibility of delivering the quantities on 'as and when demanded' basis. Responsibility of maintaining stock will lie with the bidder for timely execution of the Purchase Orders/Local Purchase slips (L.P).

If bidder fail to deliver the stores or any consignment thereof within the requisite delivery period, the Purchaser shall invoke relevant clauses of WAPDA Purchase Rules and may purchase such items from elsewhere, without notice, at bidder's risk and cost OR to cancel the Frame work agreement

The goods supplied under this Frame work agreement shall conform to the warranty standards set and registered by DRAP (Drug Regulatory Authority of Pakistan).

Number of GC Clause 37

Following is the guidance for Dispute Resolution

1. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P35096**

To: **WAPDA Hospital Faisalabad (Member (Finance) WAPDA), Medical Superintendent WAPDA Hospital Faisalabad, West Canal Road, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20____ between **WAPDA Hospital Faisalabad (Member (Finance) WAPDA), Medical Superintendent WAPDA Hospital Faisalabad, West Canal Road, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called “the Procuring Agency”) of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Local chemist tender (P35096)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. *[add here: any other documents]*

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

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and 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.

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

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

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: **Contract Value:** **Contract Title:**

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to 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 times 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.



Performance Guarantee Form

Performance Guarantee Form

To: **WAPDA Hospital Faisalabad (Member (Finance) WAPDA), Medical Superintendent WAPDA Hospital Faisalabad, West Canal Road, Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Annexure

Bid Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bid Form** (page number: 66)

Integrity Pact

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Integrity Pact** (page number: 67)

Technical Evaluation Criteria

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Technical Evaluation Criteria** (page number: 68)

Financial Proposal Form

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Proposal Form** (page number: 69)

Frame work Agreement

Information (Read-Only)

See Form Under Additional Forms and Documents: **Frame work Agreement** (page number: 70)

Biding Documents

Information (Read-Only)





Procurement Forms







Additional Forms and Documents

FORM OF BID

No. _____

Date: _____

To:

Medical Superintendent
 WAPDA Hospital Faisalabad
 West Canal Road Faisalabad

We undertake, that for participation in tender to deliver the medicines/surgical/ disposable items, We shall furnish Bid Security in the shape of Pay Order / Demand Draft/ CDR of **Rs.100000.00**. The bid security shall be in the Name of Medical Superintendent, WAPDA Hospital Faisalabad West Canal Road Faisalabad.

We agree to abide by this bid for a period of 90 days from the date fixed for bid opening under instruction to the Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that the Purchaser is not bound to accept the lowest or any bid, Purchaser may receive.

Dated this _____ day of _____ 2026.

Signature (in the capacity of) duly authorized to sign bid for and on behalf of

Name of Bidder _____

Sign and Stamp of Bidder _____

Integrity Pact

1. The Bidder_____ hereby declares that it has not obtained or induced the procurement of any Frame work agreement, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.
2. Without limiting the generality of the foregoing, [Name of Bidder] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to any one and not give nor agreed to give and shall not give or agree to give to any one within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, share holder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Frame work agreement, right interest, privilege or other obligation or benefit in what so ever form GoP, except that which has been expressly declared pursuant hereto.
3. [The Bidder _____] certifies that it has made and shall 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 shall not take any action to circumvent the above declaration,representatio nor warranty.
4. [The Bidder] 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 Frame work agreement, right, interest, privilege o rother obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Purchaser under any law, Frame work agreement or other instrument, be voidable at the option of GoP.
5. Notwithstanding any rights and remedies exercised by GoP in this regard, [The Bidder] agrees to indemnify Purchaser 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 [The Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any Frame work agreement, right, interest, privilege or other obligation or benefit in whatsoever form GoP.

Name of the Authorized Person of the Bidder: _____

CNIC No: _____

Designation: _____

Signature _____

Stamp_____

Technical Evaluation Criteria

Technical Evaluation shall be carried out on the basis of following criteria:

Sr. No	Description	Status	Remarks
1	Valid <i>Drug Sales License</i>	YES/NO	Attach attested copy of valid drug sales license issued from health Dept .
2	Valid NTN certificate with the name of supplier on active tax payer list of FBR	YES/NO	attach attested copy
3	Valid professional tax certificate (if applicable)	YES/NO	attach attested copy
4	Affidavit/form of bid as per specimen attached	YES/NO	attach on judicial paper
5	Certificate of experience of at least 01 year for supply to govt./autonomous hospitals	YES/NO	attach documentary evidence like pos/rate contracts / experience letter etc.
6	Signed and stamped integrity pact	YES/NO	Signed and stamped on firm's letter head.
7	Availability of Ample stock of Registered Medicines and Disposables	YES/NO	Hospital's Pharmacy Committee shall inspect the premises and submit report
8	Maintenance of Good storage conditions including temperature, Humidity and sunlight control measures	YES/NO	
9	Availability of Qualified and Trained Staff	YES/NO	

The Pharmacies/chemists meeting the above said criteria shall be declared technically Qualified. Financial Bids of Technically qualified bidders shall be opened. The Bidder who offered Max Rebate on MRP shall be declared most advantageous bid.

FINANCIAL PROPOSAL FORM

Bidders who offered maximum rebate shall be awarded Frame work agreement.

Sr. No.	ITEM DESCRIPTION	Rebate to be offered On retail price
1	Medicine	
2	Surgical Disposable/ Misc.items	

Dated this _____ day of _____ 2026.

Signature (in the capacity of) duly authorized to sign bid for and on behalf of

Name of Bidder _____

Sign and Stamp of Bidder _____

Frame work agreement Form

This Frame work agreement is made at -----on----- day of----- 2026, on the one hand between the Medical Superintendent, WAPDA Hospital **Faisalabad West Canal Road Faisalabad** (here in after referred to as the “Purchaser”) and on the other hand M/s (*Pre qualified Firms name* _____) a Pre qualified Firms registered under the laws of Pakistan and having its registered office at (*address of the Pre qualified Firms* _____) (here in after called the “Bidder”).

whereas the Purchaser invited bids for local purchase of medicines and disposable items in pursuance whereof M/s (*Pre qualified FirmsName* _____) being the Chemist/Pharmacy, in Pakistan and ancillary services offered to supply the required item (s); and Where as the Purchaser has accepted the bid by the Bidder for the supply of following items at the **rebate of** _____% on the retail price as fixed by DRAP for a period of one year **From DD.MM.2026 TO DD.MM.2026** specified rates

- a- Medicine
- b- Disposables/Surgical items

NOW THIS FRAME WORK AGREEMENT WITNESSES AS FOLLOWS:

1. In this Frame work agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Frame work agreement hereinafter referred to as “Frame work agreement”:
2. The following documents shall be deemed to form and be read and constructed as integral part of this Frame work agreement, viz:-
 - a. *Financial offer Form submitted by the Bidder,*
 - b. *Technical Proposal;*
 - c. *General Conditions of Frame work agreement;*
 - d. *Purchaser’s Notification of Award of Frame work agreement; and*
 - e. *Purchase Orders/Local Purchase Slips (L.P).*
3. In consideration of the payments to be made by the Purchaser to the Bidder as here in after mentioned, the Bidder hereby covenants with the Purchaser to provide the above mentioned Goods and Services and to remedy defects therein conformity in all respects with the provisions of this Frame work agreement.
4. The Purchaser hereby covenants to pay the Bidder in consideration of the provision of the above mentioned Goods and Services and the remedying of defects therein, the

Frame work agreement Price at the time and in the manner prescribed by this Frame work agreement.

5. This Frame work agreement shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.\
6. Quality/quantity of Items supplied will be checked by the concerned hospital through inspection committee / authorized person notified by the concerned WAPDA Health Unit. The supply shall not be accepted if found substandard. If the Firm provide substandard item and fail to provide the item as per standard specifications, the purchaser shall be entitled to make other arrangement at the risk / expense of the bidder. The price difference shall be paid by the Firm. In case of supply of substandard product the destruction cost will be borne by the Firm i.e. burning, dumping, Incineration.
7. The Bidder shall provide free delivery of the Items to consignee's end at WAPDA Hospital **Faisalabad West Canal Road Faisalabad** or to the outdoor patients. The bidder will be responsible for any shortages, loss, theft, damage until the goods have been received officially by the consignee.
8. Payment will be made by the purchaser as per WAPDA rules after completion of all codal formalities. The Firm will be entitled to 100% payment on submission of bills complete in all respects against each purchase order/local purchase slip issued along with the following documents:-
 - i) GST Invoices , indicating Purchase order/LP slips number, date of supply, item name, description, pack size, Qty supplied, unit price and total value of the Purchase Orders/LP slips.
 - ii) Certificate of assurance as mentioned in section 23 of Drug act 1976.
 - iii) Copy of Goods Receipt Note (G.R.N.), where applicable.
 - iv) Certificate that the Billed amount has not been claimed/received earlier.

The bidder will mention on the bill, the name and location of his Bankers, and Bank Account Number for safe delivery of the cheque. Any delays in payments beyond 30-days of the submission of complete documents will be brought to the notice of D.G (MS) WAPDA, in writing. The Bidder shall be responsible to refund any excess amount paid due to any error in calculation or mistake in evaluating the offer.

9. **Performance Security:**

has been furnished by the Firm vide CDR/Payorder/ bank draft/ Bank Guarantee No. _____ Dated: _____ and the same shall be released after the successful

completion of Frame work agreement period. Performance security shall be liable for forfeiture in case of failure to execute the Frame work agreement / breach of terms and conditions of the Frame work agreement or non supply of stores to the Consignee. Forfeiture of security does not debar authority from taking suitable legal action against the Firm.

10. **Period of Rate Frame work agreement:**

This Frame work Agreement shall remain valid for a period of one (01) year from the date of signing of the Agreement.

11. **Delivery Period:**

The local purchase slips (L.P) for indoor and outdoor are issued on daily basis as per requirement and have to be delivered on the same day positively. The brands of medicines/disposable items should exactly be the same as mentioned on local purchase slips (L.P). In case of non-availability of any brand in market, the chemist will get the Local Purchase slips (L.P) amended from authorized person who will do the same after confirming the non-availability of the same item in market.

12. **Quantities of items:**

Normally, the stores will be purchased on daily basis by evenly distributing the requirements against each item by placing purchase orders/Local Purchase slips(L.P) during the currency of this Frame work agreement and the bidder shall not be absolved of the responsibility of delivering the quantities on 'as and when demanded' basis. Responsibility of maintaining stock will lies with the bidder for timely execution of the Purchase Orders/Local Purchase slips (L.P).

13. **Replacement of expired material:**

Items having maximum shelf life should be supplied to WAPDA Hospital. However, in case a particular item gets expired / is about to expire, the Firms will replace the said item, free of cost / freight.

14. **Packing:**

The stores will be delivered in standard packing with seal intact as per trade practice.

15. **Government Taxes & Duties:**

The quoted rates are inclusive of all applicable taxes & Govt. duties.

16. **Non-Supply of Demanded Goods:**

If bidder fail to deliver the stores or any consignment thereof within the requisite delivery period, the Purchaser shall invoke relevant clauses of WAPDA Purchase Rules and may purchase such items from elsewhere, without notice, at bidder's risk and cost OR to

cancel the Frame work agreement.

17. Black Listing:

In case of failure to execute the Frame work agreement/ purchase order, WAPDA reserves the right to black list the bidder as per clause 19 of the PPRA Rules

18. Force Majeure: While terminating the Frame work agreement, the purchaser shall give consideration to the factors leading to the event of Force Majeure as defined in the General Conditions of the Frame work agreement.

All other relevant clauses of PPRA Rules and WAPDA procurement and Contracts Manual shall be applicable and binding.

IN WITNESS Whereof the Parties hereto have caused this Frame work agreement to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

(Signature)

(Signature)

(Name of Authorized Person on behalf of the bidder)

Medical Superintendent
WAPDA Hospital Complex
210 Ferozepur Road Lahore

(Designation of Authorized Person)

(CNIC No of Authorized Person)

Witnessed By (Purchaser):

Signature _____

CNIC# _____

Name _____

Designation _____

Witnessed By (Bidder)

Signature _____

CNIC# _____

Name _____

Designation _____



WAPDA

WATER AND POWER DEVELOPMENT AUTHORITY

**BIDDING DOCUMENT
FY 2025-26**

Frame work Agreement with Chemists/Pharmacies for the supply of Medicines
/Surgical Disposable items etc. through local purchase (Green Slips)

WAPDA Hospital Faisalabad
West Canal Road Faisalabad

INVITATION to E-BIDS

Reference No:

Dated: DD. MM. 2025.

WAPDA Hospital **Faisalabad West Canal Road Faisalabad** invites electronic Bids from the prequalified and eligible chemists/Pharmacies in vicinity of WAPDA Hospital **Faisalabad West Canal Road Faisalabad**, registered with income Tax and sales Tax Departments for Frame work agreement to supply Medicines/ Disposables items on daily basis through local purchase slips issued by hospital to outdoor and indoor patients.

e.Bidding Documents as per regulations, containing detailed terms and conditions, specifications and requirements etc are available for the registered bidders on EPADS at www.eprocure.gov.pk and www.ppra.org.pk

The electronic bids must be submitted by using EPADS on or before 09-06-2026 at 11:00AM. Manual Bids shall not be accepted. Electronic Bids will be opened on the same day at 11:30AM on www.eprocure.gov.pk

Notification of the GRC constituted in terms of Rule 48 of Public Procurement Rules 2004 is provided on WAPDA's website www.WAPDA.gov.pk on EPADS at www.eprocure.gov.pk and www.ppra.org.pk

Medical Superintendent
WAPDA Hospital Faisalabad
West Canal Road Faisalabad

Check List

(To be affixed at the Top of Bid)

Sr. No	Description	Status	Page No
1	Valid <i>Drug Sales License</i>	YES/NO	
2	Valid NTN certificate with the name of supplier on active tax payer list of FBR	YES/NO	
3	Valid professional tax certificate (if applicable)	YES/NO	
4	Affidavit/form of bid as per specimen attached	YES/NO	
5	Certificate of experience of at least 01 year for supply to govt./autonomous hospitals	YES/NO	
6	Signed and stamped integrity pact	YES/NO	
7	Availability of Ample stock of Registered Medicines and Disposables	YES/NO	
8	Maintenance of Good storage conditions including temperature, Humidity and sunlight control measures	YES/NO	
9	Availability of Qualified and Trained Staff	YES/NO	

Section I: INSTRUCTIONS TO BIDDERS:

Scope of Bid

WAPDA Hospital **Faisalabad West Canal Road Faisalabad** invites e-bids for execution of Frame work agreement to supply Medicines/ Disposables items on daily basis through local purchase slips issued by hospital to outdoor and indoor patients.

1. Source of Funds:

- 1.1 WAPDA Hospital **Faisalabad West Canal Road Faisalabad** has allocated budget for the local purchase of Medicines / disposable/ Misc. items under relevant Head of Account which will be utilized by WAPDA Hospital **Faisalabad West Canal Road Faisalabad** for the purchase of these Items.

2. Eligible Bidders:

- 2.1 This Invitation for Bid is open to all Prequalified bidders/ chemists/ pharmacies, having registered with income Tax and sales Tax Departments for Frame work agreement to supply Medicines/ Disposables items on daily basis through local purchase slips issued by hospital to outdoor and indoor patients.
- 2.2 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
- 2.3 A bidder shall submit only **one Bid**, in the same bidding process

3. Eligible Goods and Services:

- 3.1 All goods and related services to be supplied under the Frame work agreement shall have their origin in eligible source countries and all expenditures made under the Frame work agreement shall be limited to such goods and services.
- 3.2 For this purpose, the term “**Goods**” includes any Goods that are the subject of this Invitation for Bids and the term “**Services**” shall include related services such as transportation, insurance etc.

4. Cost of Bidding:

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the manner or out come of the bidding process.

The Bidding Documents

5. Content of Bidding Documents

- 5.1 The goods/services required, bidding procedures, and Frame work agreement terms are prescribed in this bidding document. In addition to the invitation for bids, the bidding document includes:-

Section I: Instructions to Bidders;

Section II: Bids Data Sheet

Section III: Technical Evaluation Criteria

Section IV: Bid Forms

Section V: Performance Security Form

Section VI: Frame work agreement Form

Section VII: General Conditions of Frame work agreement;

- 5.2 The “**Invitation for Bids**” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancy between the Invitation for Bid and the Bidding Documents listed above, the said bidding document shall take precedence.
- 5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
- 5.4 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 shall be at the Bidder’s risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents:**
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser, in writing at the Purchaser’s address, indicated in the Invitation for Bids.
- 6.2 The Purchaser shall respond in writing to any request for clarification of the bidding documents, which it receives not later than seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids.
- 6.3 Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents:**
- 7.1 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.
- 7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment through EPADS and shall be binding on them.
- 7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

- 8. Bid Form, Technical Data Forms & Financial Evaluation Form:**
- 8.1 The Bidder shall complete the Bid Form, Technical Data Forms & Financial Evaluation Form furnished in the bidding documents, indicating the rebate offered on medicines/ surgical disposables etc and services to be provided.
- 9. Bid Prices:**
- 9.1 The Bidder shall indicate on the appropriate Financial Evaluation form the maximum rebate offered on medicines/surgical/disposable items, it proposes to supply under the

- Frame work agreement.
- 9.2 Financial Evaluation Form is to be filled in very carefully, preferably typed.
- 9.3 The Bidder is required to offer maximum rebate on retail prices. The quoted rates are inclusive of all applicable taxes & Govt. duties..
- 9.4 While tendering your quotation, the present trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained during the valid period of Frame work agreement.
10. **Bid currencies:**
- 10.1 Prices shall be quoted in Pak Rupees.
11. **Documents Establishing Bidder's Eligibility and Qualification**
- 11.1 The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Frame work agreement as defined in the instructions to Bidders and Technical Evaluation Criteria, if its bid is accepted.
12. **Bid Security:**
- 12.1 Bid Security of Rs:100,000/- in the shape of Call Deposit (CDR), Bank Guarantee, Pay order/Bank Draft in the name of Medical Superintendent, WAPDA Hospital **Faisalabad West Canal Road Faisalabad** from any schedule bank shall be furnished by the Bidder along with Technical offer.
- 12.2 The same will be released after successful bidding process.
13. **Bid Validity:**
- 13.1 Bids shall remain valid for the period of **90 Days** after the date of opening of Technical Bid, prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive
- 13.2 The Purchaser shall ordinarily be under an obligation to process and evaluate the bid within stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- 13.3 Bidders who,-
- (a) Agree to the Purchaser's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
 - (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their Bid security
14. **Format and Signing of Bid:**
- 14.1 The Bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Frame work agreement. The person or persons signing the bid shall initial all pages of the bid.

- 14.2 Any interlineations, erasers, or over writing shall be valid only if they are initialed by the person or persons signing the bid.

SUBMISSION OF BIDS

15. Sealing and Marking of Bids

- 15.1 The bids shall be submitted through EPADS of PPRA

16. Deadline for Submission of Bids:

- 16.1 Bids must be submitted by the Bidders through EPADS at the **09-06-2026** Till 11:00AM.

- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to Bidders, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

17. Late Bid:

- 17.1 No bids shall be received after the due date and time on EPADS

18. Withdrawal of Bids:

- 18.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.
- 18.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to Bidders.

OPENING AND EVALUATION OF BIDS:

19. Opening of Technical Bid

- 19.1 The Purchaser shall open the Technical Proposal on EPADS, at the time and date as specified in the Invitation for Bids.

20. Clarification of Bids:

- 20.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

21. Opening of Financial Bid.

- 21.1 Financial bids of technically qualified bidders shall be opened on EPADS.

22. Preliminary Examination

- 22.1 The Purchaser shall examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

23. Evaluation & Comparison of Bids

- 23.1 The Purchaser shall evaluate and compare the bids, which have been determined

to be substantially responsive.

23.2 The evaluation of the proposals shall be carried out in two stages in the following manner:

Stage 1: Technical Proposals:

The Pre qualified Firms participating in the Bidding process shall be evaluated as per evaluation criteria laid down in this bidding document.

Stage 2: Financial Proposals:

Financial Proposals of technically responsive Pre qualified Firms will be considered on the basis of maximum rebate offered on retail prices of medicines/surgical disposable items fixed by DRAP (Drug Regulatory Authority of Pakistan).

24. Contacting the Purchaser:

24.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Frame work agreement is awarded.

24.2 If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

24.3 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or Frame work agreement award may result in the rejection of the Bidder's bid.

24.4 Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

24.5 Any infringement shall lead to disqualification in addition to any other penalty Purchaser may in its discretion impose.

25. Qualification & disqualification of Bidders:

25.1 The Purchaser shall disqualify a Bidder if it finds, at any time, that the information submitted by Pre qualified Firms was false and materially inaccurate or incomplete.

26. Rejection of Bids:

26.1 The Purchaser may reject any or all bids at any time prior to the acceptance of a bid.

26.2 The Purchaser shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

26.3 The Procuring Agency incurs no liability, solely towards Bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

27. Re-Bidding:

27.1 If the Purchaser rejects all bids, it may call for a re-bidding or if deems necessary and appropriate the Purchaser may seek any alternative methods of procurement under Rule 42 of the PPRA-2004.

27.2 The Purchaser before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

28. Announcement of Evaluation Report:

28.1 The Purchaser shall declare the results of bid evaluation on EPADS prior to the award of

procurement Frame work agreement.

AWARD OF FRAME WORK AGREEMENT

29. Acceptance of Bid and Award criteria

29.1 The bidder (s) offering maximum rebate, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the Frame work agreement and included in the panel for supply of goods, within the original or extended period of bidvalidity.

30. Purchaser's right to vary quantities:

30.1 The Purchaser reserves the right to issue Purchase order for local purchase of medicines equally to all bidders taken on panel or as per internal arrangement.

31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidders in writing by registered letter, to be conirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award shall constitute the formation of the Frame work agreement.

32. Signing of Frame work agreement

32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall send the Bidder the Frame work agreement Form provided in the bidding documents, incorporating all agreements between the Parties.

32.2 Both the successful Bidder and the Purchaser shall sign with date the Frame work agreement on the legal stamp paper.

32.3 If the successful Bidder, after completion of all Codal Formalities shows inability to sign the Frame work agreement then the Pre qualified Firm shall be black listed minimum for two years. In such situation, the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

33. Performance Security

On the date of signing of Frame work agreement, the successful Bidder shall furnish the Performance Securiry equalvalent to 5% of the estimated value of Local purchase 20836355.40 amounting to **Rs.1041817.77** in accordance with the Conditions of Frame work agreement, in the Performance Security form,provided in the bidding documents, CDR. Pay order/Bankl draft

33.1 Failure of the successful Bidder to comply with the requirement of instructions to the Bidders shall constitute sufficient grounds for the annulment / termination of the award and forfeiture of the bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

Section II: Technical Evaluation Criteria

Technical Evaluation shall be carried out on the basis of following criteria:

Sr. No	Description	Status	Remarks
1	Valid <i>Drug Sales License</i>	YES/NO	Attach attested copy of valid drug sales license issued from health Dept .
2	Valid NTN certificate with the name of supplier on active tax payer list of FBR	YES/NO	attach attested copy
3	Valid professional tax certificate (if applicable)	YES/NO	attach attested copy
4	Affidavit/form of bid as per specimen attached	YES/NO	attach on judicial paper
5	Certificate of experience of at least 01 year for supply to govt./autonomous hospitals	YES/NO	attach documentary evidence like pos/rate contracts / experience letter etc.
6	Signed and stamped integrity pact	YES/NO	Signed and stamped on firm's letter head.
7	Availability of Ample stock of Registered Medicines and Disposables	YES/NO	Hospital's Pharmacy Committee shall inspect the premises and submit report
8	Maintenance of Good storage conditions including temperature, Humidity and sunlight control measures	YES/NO	
9	Availability of Qualified and Trained Staff	YES/NO	

The Pharmacies/chemists meeting the above said criteria shall be declared technically Qualified. Financial Bids of Technically qualified bidders shall be opened. The Bidder who offered Max Rebate on MRP shall be declared most advantageous bid.

Section III: Bid Forms

Form 1

FORM OF BID

No. _____

Date: _____

To:

Medical Superintendent
WAPDA Hospital Faisalabad
West Canal Road Faisalabad

We undertake, that for participation in tender to deliver the medicines/surgical/ disposable items, We shall furnish Bid Security in the shape of Pay Order / Demand Draft/ CDR of **Rs.100000.00**. The bid security shall be in the Name of Medical Superintendent, WAPDA Hospital Faisalabad West Canal Road Faisalabad.

We agree to abide by this bid for a period of 90 days from the date fixed for bid opening under instruction to the Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that the Purchaser is not bound to accept the lowest or any bid, Purchaser may receive.

Dated this _____ day of _____ 2026.

Signature (in the capacity of) duly authorized to sign bid for and on behalf of

Name of Bidder _____

Sign and Stamp of Bidder _____

COMPANY's PROFILE	
1	Name Of The Bidder: _____
02	Category Applied for: _____
03	Postal Address of The Bidder: _____
04	Telephone Numbers: Land Line _____ Mobile No. _____
05	Fax Number: _____
06	Email Address: _____ Web: _____
07	Contact Person's Name: _____ Designation: _____
08	Company's NTN No : _____
09	Company's STN No : _____

FINANCIAL PROPOSAL FORM

Bidders who offered maximum rebate shall be awarded Frame work agreement.

Sr. No.	ITEM DESCRIPTION	Rebate to be offered On retail price
1	Medicine	
2	Surgical Disposable/ Misc.items	

Dated this _____ day of _____ 2026.

Signature (in the capacity of) duly authorized to sign bid for and on behalf of

Name of Bidder _____

Sign and Stamp of Bidder _____

Section IV: Performance Security Form

To:

Medical Superintendent,
WAPDA Hospital Faisalabad
West Canal Road Faisalabad

Whereas M/S _____ (hereinafter called "the Bidder") do hereby submit in pursuance of Notification of Award No. _____ dated _____; a performance security amounting to Rs: _____ bearing No: _____ Dated: _____ issued by (Name of Bank) for the annual Frame work agreement for supply of Local purchase of medicines (hereinafter called "The Frame work agreement"), as stipulated by you in the bidding document as a Security for compliance with the Bidder's performance obligations in accordance with the Frame work agreement.

Note: This performance security Form must be printed on the bidders Letter head. The acceptable Performance security formats are Bank Guarantee, CDR, Pay order, Bank Draft

Name of the Authorized Person of the Bidder: _____

CNIC No: _____

Designation: _____

Signature _____

Stamp _____

Section V: Frame work agreement Form

This Frame work agreement is made at -----on----- day of----- 2026, on the one hand between the Medical Superintendent, WAPDA Hospital **Faisalabad West Canal Road Faisalabad** (here in after referred to as the “Purchaser”) and on the other hand M/s (*Pre qualified Firms name* _____) a Pre qualified Firms registered under the laws of Pakistan and having its registered office at (*address of the Pre qualified Firms* _____) (here in after called the “Bidder”).

whereas the Purchaser invited bids for local purchase of medicines and disposable items in pursuance whereof M/s (*Pre qualified FirmsName* _____) being the Chemist/Pharmacy, in Pakistan and ancillary services offered to supply the required item (s); and Where as the Purchaser has accepted the bid by the Bidder for the supply of following items at the **rebate of** _____ % on the retail price as fixed by DRAP for a period of one year **From DD.MM.2026 TO DD.MM.2026** specified rates

- a- Medicine
- b- Disposables/Surgical items

NOW THIS FRAME WORK AGREEMENT WITNESSES AS FOLLOWS:

1. In this Frame work agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Frame work agreement hereinafter referred to as “Frame work agreement”:
2. The following documents shall be deemed to form and be read and constructed as integral part of this Frame work agreement, viz:-
 - a. *Financial offer Form submitted by the Bidder,*
 - b. *Technical Proposal;*
 - c. *General Conditions of Frame work agreement;*
 - d. *Purchaser’s Notification of Award of Frame work agreement; and*
 - e. *Purchase Orders/Local Purchase Slips (L.P).*
3. In consideration of the payments to be made by the Purchaser to the Bidder as here in after mentioned, the Bidder hereby covenants with the Purchaser to provide the above mentioned Goods and Services and to remedy defects therein conformity in all respects with the provisions of this Frame work agreement.

4. The Purchaser hereby covenants to pay the Bidder in consideration of the provision of the above mentioned Goods and Services and the remedying of defects therein, the Frame work agreement Price at the time and in the manner prescribed by this Frame work agreement.
5. This Frame work agreement shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.\
6. Quality/quantity of Items supplied will be checked by the concerned hospital through inspection committee / authorized person notified by the concerned WAPDA Health Unit. The supply shall not be accepted if found substandard. If the Firm provide substandard item and fail to provide the item as per standard specifications, the purchaser shall be entitled to make other arrangement at the risk / expense of the bidder. The price difference shall be paid by the Firm. In case of supply of substandard product the destruction cost will be borne by the Firm i.e. burning, dumping, Incineration.
7. The Bidder shall provide free delivery of the Items to consignee's end at WAPDA Hospital **Faisalabad West Canal Road Faisalabad** or to the outdoor patients. The bidder will be responsible for any shortages, loss, theft, damage until the goods have been received officially by the consignee.
8. Payment will be made by the purchaser as per WAPDA rules after completion of all codal formalities. The Firm will be entitled to 100% payment on submission of bills complete in all respects against each purchase order/local purchase slip issued along with the following documents:-
 - i) GST Invoices , indicating Purchase order/LP slips number, date of supply, item name, description, pack size, Qty supplied, unit price and total value of the Purchase Orders/LP slips.
 - ii) Certificate of assurance as mentioned in section 23 of Drug act 1976.
 - iii) Copy of Goods Receipt Note (G.R.N.), where applicable.
 - iv) Certificate that the Billed amount has not been claimed/received earlier.

The bidder will mention on the bill, the name and location of his Bankers, and Bank Account Number for safe delivery of the cheque. Any delays in payments beyond 30-days of the submission of complete documents will be brought to the notice of D.G (MS) WAPDA, in writing. The Bidder shall be responsible to refund any excess amount paid due to any error in calculation or mistake in evaluating the offer.

9. **Performance Security:**

has been furnished by the Firm vide CDR/Payorder/ bank draft/ Bank Guarantee No._____ Dated:_____ and the same shall be released after the successful completion of Frame work agreement period. Performance security shall be liable for forfeiture in case of failure to execute the Frame work agreement / breach of terms and conditions of the Frame work agreement or non supply of stores to the Consignee. Forfeiture of security does not debar authority from taking suitable legal action against the Firm.

10. **Period of Rate Frame work agreement:**

This Frame work Agreement shall remain valid for a period of one (01) year from the date of signing of the Agreement.

11. **Delivery Period:**

The local purchase slips (L.P) for indoor and outdoor are issued on daily basis as per requirement and have to be delivered on the same day positively. The brands of medicines/disposable items should exactly be the same as mentioned on local purchase slips (L.P). In case of non-availability of any brand in market, the chemist will get the Local Purchase slips (L.P) amended from authorized person who will do the same after confirming the non-availability of the same item in market.

12. **Quantities of items:**

Normally, the stores will be purchased on daily basis by evenly distributing the requirements against each item by placing purchase orders/Local Purchase slips(L.P) during the currency of this Frame work agreement and the bidder shall not be absolved of the responsibility of delivering the quantities on 'as and when demanded' basis. Responsibility of maintaining stock will lie with the bidder for timely execution of the Purchase Orders/Local Purchase slips (L.P).

13. **Replacement of expired material:**

Items having maximum shelf life should be supplied to WAPDA Hospital. However, in case a particular item gets expired / is about to expire, the Firms will replace the said item, free of cost / freight.

14. **Packing:**

The stores will be delivered in standard packing with seal intact as per trade practice.

15. **Government Taxes & Duties:**

The quoted rates are inclusive of all applicable taxes & Govt. duties.

16. **Non-Supply of Demanded Goods:**

If bidder fail to deliver the stores or any consignment thereof within the requisite delivery period, the Purchaser shall invoke relevant clauses of WAPDA Purchase Rules and may purchase such items from elsewhere, without notice, at bidder's risk and cost OR to cancel the Frame work agreement.

17. Black Listing:

In case of failure to execute the Frame work agreement/ purchase order, WAPDA reserves the right to black list the bidder as per clause 19 of the PPRA Rules

18. Force Majeure: While terminating the Frame work agreement, the purchaser shall give consideration to the factors leading to the event of Force Majeure as defined in the General Conditions of the Frame work agreement.

All other relevant clauses of PPRA Rules and WAPDA procurement and Contracts Manual shall be applicable and binding.

IN WITNESS Whereof the Parties hereto have caused this Frame work agreement to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

(Signature)

(Signature)

_____ (Name of Authorized Person on behalf of the bidder)

Medical Superintendent
WAPDA Hospital Complex
210 Ferozepur Road Lahore

_____ (Designation of Authorized Person)

_____ (CNIC No of Authorized Person)

Witnessed By (Purchaser):

Signature _____

CNIC# _____

Name _____

Designation _____

Witnessed By (Bidder)

Signature _____

CNIC# _____

Name _____

Designation _____

GENERAL CONDITIONS OF FRAME WORK AGREEMENT

1. Definitions:

In this Frame work agreement, the following terms shall be interpreted as indicated against each;

- i) **“The Frame work agreement”** means the agreement between the Purchaser and the Bidder, including all attachments and appendices thereto and all documents incorporated by reference therein.
- ii) **“The Goods”** means Medicines / Disposable Products / Surgical items etc.
- iii) **“The Services”** means those services ancillary to the supply of such goods.
- iv) **“The Purchaser”** means the Medical Superintendent, WAPDA Hospital **Faisalabad West Canal Road Faisalabad** or His/Her authorized Medical Officer/Representative.
- v) **“The consignee”** means respective Medical superintendent/ Medical Officer / Drug Store Officer, WAPDA Hospital **Faisalabad West Canal Road Faisalabad**.
- vi) **“The Bidder”** means Chemist / Pharmacy supplying the goods under this Frame work agreement
- vii) **“The Delivery period”** means the date on which the stores are to be delivered to the consignee.

2. Application:

These General Conditions shall apply to the extent that they are not inconsistent/ superseded by provisions of other parts of the Frame work agreement

3. Period of Frame work agreement:

The Frame work agreements resulting from this offer shall remain valid for a period of one (01) year.

4. Performance Security:

The Performance Security equalvalent to 5% of the estimated value of Local purchase 20836355.40 amounting to Rs.1041817.77 has to be furnished by the Successful Bidder within 14 days before signing the Frame work agreement and the same shall be released after the successful completion of Frame work agreement period. Performance security shall be liable for forfeiture in case of failure to execute the Frame work agreement / breach of terms and conditions of the Frame work agreement or non supply of stores to the Consignee. Forfeiture of security does not debar authority from taking suitable legal action against the bidder.

5. Country of Origin:

All goods and related services to be supplied under the Frame work agreement shall have their origin in eligible source countries and all expenditures made under the Frame work agreement shall be limited to such goods and services. For the purposes of this clause, “origin” means the place where the goods are produced through manufacturing or processing or the place from where the related services are supplied.

6. Standards and warranty:

The goods supplied under this Frame work agreement shall conform to the warranty standards set and registered by DRAP (Drug Regulatory Authority of Pakistan).

7. Frequency of issuance of Purchase order:

The stores will be purchased by purchaser on daily basis as per Actual requirements. However, emergent purchase orders/LP slips can be issued if and when required.

8. Shelf Life:

Therapeutic Goods must have long shelf life/expiry more than 12 months or 70% in case of imported product and 85% in case of locally manufactured product, but not less than 12 months in any case. Procuring agency shall make decision regarding any relaxation in shelf life/ expiry date.

9. Inspections and Test / Analysis

- i) The Purchaser or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Frame work agreement specifications at no extra cost to the Purchaser.
- ii) The inspection committee constituted by the Consignee or the person authorized shall inspect the quantity, specifications of goods. The cost of the lab tests, if required, shall be borne by the Bidder.
- iii) The bidder will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids / Substandard / Spurious / Misbranded / Expired.
- iv) The Purchaser's right to inspect test and, where necessary, reject the goods after the arrival at Purchaser's destinations 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.
- v) Any other thing which is not contained in General Conditions of Frame work agreement shall not in any way release the Bidder from any warranty or other obligations under this Frame work agreement.

10. Delivery and Payment:

Payment will be made by the purchaser as per WAPDA and PPRA rules within 30 days after completion of all codal formalities. The successful bidder will be entitled to 100% payment on submission of bills complete in all respects against each purchase order/local purchase slip issued along with the following documents:

- I. GST Invoices, indicating Purchase order/LP slips number, date of supply, item name, description, pack size, Qty supplied, unit price and total value of the P.O/LP slips.
- II. Certificate of assurance/warranty as mentioned in section 23 of Drug act 1976.
- III. Copy of Goods Receipt Note (G.R.N.), where applicable.
- IV. Certificate that the Billed amount has not been claimed/received earlier.

The bidder will mention on the bill, the name and location of his Bankers, and Bank Account Number for safe delivery of the cheque. The Bidder shall be responsible to refund any excess amount paid due to any error in calculation or mistake in evaluating the offer.

LD Charges shall be deducted as per WAPDA procurement and contracts manual

11. Transportation:

The Bidder shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. The goods shall be delivered to Consignee's end on the risk and cost of the Bidder. All taxes

shall be borne by the Bidder. Transportation including loading / unloading of goods shall be arranged and paid for by the Bidder.

12. Prices:

Prices charged by the Bidder for goods delivered under the Frame work agreement shall not vary from the rebates quoted by the Bidder in its bid and shall remain the same till expiry of the Frame work agreement period.

13. Frame work agreement Amendments:

No variation in or modification of the terms of the Frame work agreement shall be made except by written amendment signed by both the Parties.

14. SubFrame work agreements:

The Bidder shall not be allowed to sublet the job and award sub Frame work agreements under this Frame work agreement.

15. Non-Supply of Demanded Goods:

If bidder fail to deliver the stores or any consignment thereof within the requisite delivery period, the Purchaser shall invoke relevant clauses of WAPDA Purchase Rules and may purchase such items from elsewhere, without notice, at bidder's risk and cost OR to cancel the Frame work agreement.

16. Termination for Default:

The Purchaser, without prejudice to any other remedy for breach ofFrame work agreement, by written notice of default sent to the Bidder, may terminate the Frame work agreement in whole or in part, if the Bidder fails to deliver any or all installments of the goods within the period(s) specified in the Purchase order, or within any extension thereof granted by the Purchaser; or if the Bidder fails to perform any other obligation(s) under the Frame work agreement and if the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Frame work agreement.

17. Force Majeure:

Notwithstanding the provisions of general conditions of Frame work agreement the Bidder shall not be liable for forfeiture of its Performance Guarantee, or termination / blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Frame work agreement is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to misplanning, mismanagement and / or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight, embargos. If a Force Majeure situation arises, the Bidder shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of WAPDA Hospital, constituted for Redressal of grievances, shall examine the pros and cons of the case and

all reasonable alternative means for completion of purchase order under the Frame work agreement and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Frame work agreement as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

18. Termination of Frame work Agreement

The frame work agreement can be terminated by either party on giving written notice of Three month time to the other side.

19. Settlement of disputes:

19.1 **Amicable Settlement.** The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Frame work agreement or its interpretation.

19.2 **Dispute Settlements.** Any dispute between the parties as to matters arising pursuant to this Frame work agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement, may be submitted by either party for settlement in accordance with the provisions of Arbitration Act 1940 and of the rules their under and any statutory modifications thereto. Services under the Frame work agreement shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the purchaser shall be withheld on account of such proceedings.

20. Applicable Law:

This Frame work agreement shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

21. Integrity Pact:

The bidder shall sign and stamp the integrity pact provided at Annex-A to the Bidding Document. Failure to provide such integrity pact shall make the bidder non-responsive.

22. Notices:

Any Notice given by one party to the other pursuant to this Frame work agreement shall be sent to the other party in writing and confirmed to other party's address specified in Bidding Document.

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

Bidder's address for notice purpose

Purchaser's address for notice

Medical Superintendent
WAPDA Hospital Faisalabad
West Canal Road Faisalabad

Integrity Pact

1. The Bidder_____ hereby declares that it has not obtained or induced the procurement of any Frame work agreement, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.
2. Without limiting the generality of the foregoing, [Name of Bidder] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to any one and not give nor agreed to give and shall not give or agree to give to any one within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, share holder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Frame work agreement, right interest, privilege or other obligation or benefit in what so ever form GoP, except that which has been expressly declared pursuant hereto.
3. [The Bidder _____] certifies that it has made and shall 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 shall not take any action to circumvent the above declaration,representatio nor warranty.
4. [The Bidder] 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 Frame work agreement, right, interest, privilege o rother obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Purchaser under any law, Frame work agreement or other instrument, be voidable at the option of GoP.
5. Notwithstanding any rights and remedies exercised by GoP in this regard, [The Bidder] agrees to indemnify Purchaser 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 [The Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any Frame work agreement, right, interest, privilege or other obligation or benefit in whatsoever form GoP.

Name of the Authorized Person of the Bidder: _____

CNIC No: _____

Designation: _____

Signature _____

Stamp_____