

OFFICE OF THE PROGRAMME COORDINATOR
FAMILY PLANNING & PRIMARY HEALTH CARE (LHW'S) PROGRAM
AZAD JAMMU AND KASHMIR MUZAFFARABAD

BIDDING DOCUMENT

F.Y 2024-25



خاندانی منصوبہ بندی و بنیادی صحت پروگرام

محکمہ صحت عامہ آزاد کشمیر

For

**Procurement of Male Latex Condom
For
AJ&K Family Planning & Primary
Health Care
(LHW's) Program**

Office Address:-

Program Coordinator

AJ&K FP&PHC (LHW's) Program

H. No: D-163, Upper Chattar Housing Scheme
Muzaffarabad, AJ&K.

Phone No:- 05822-921583 Fax No:-058822-921584,

Email Address:- rpiu.ajk@gmail.com

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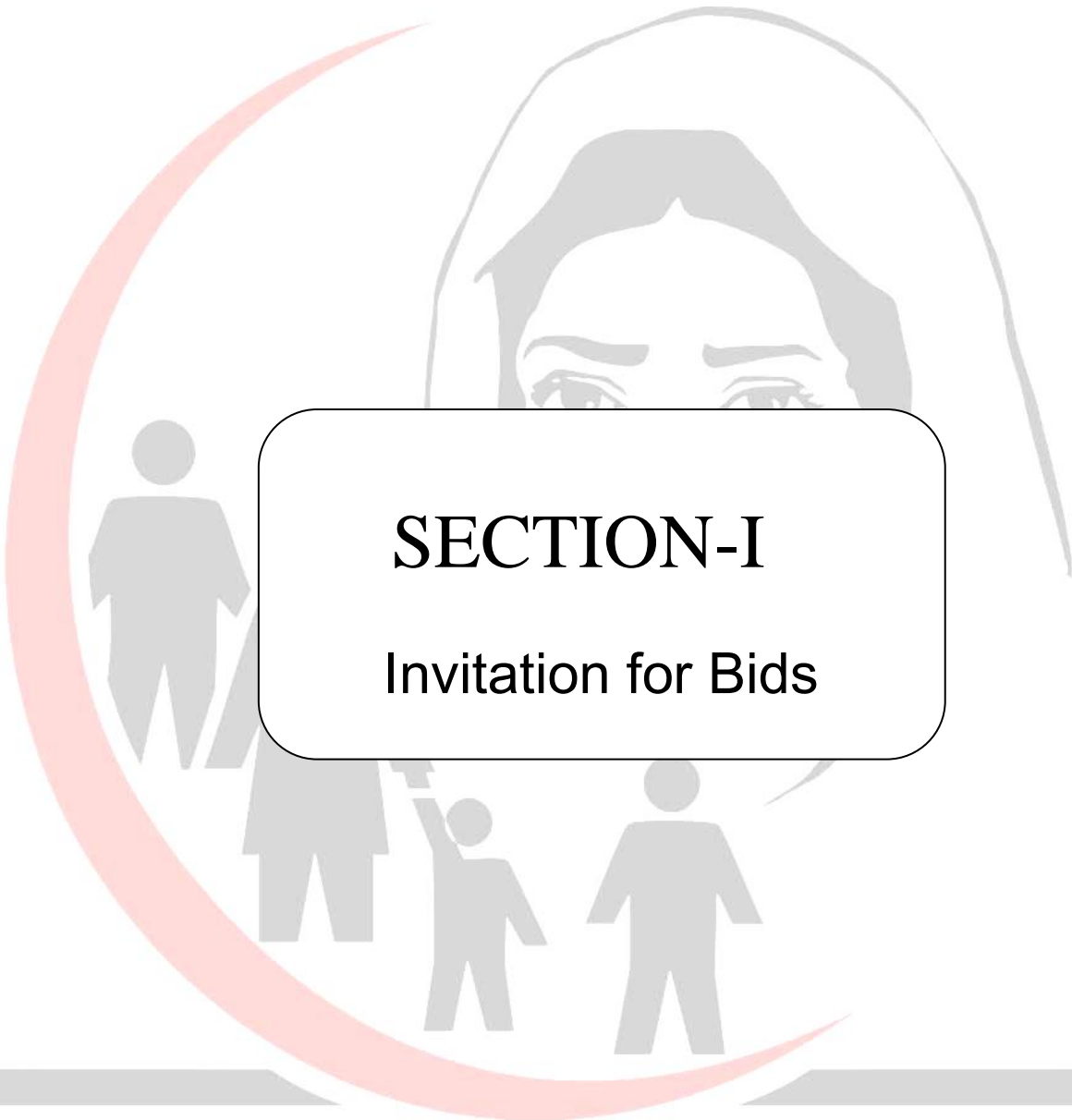
Bid Data Sheet

ITB Reference	Description	Detail
ITB Clause 13	Language of bid	English or Urdu
ITB Clause 16	Bid currency	Pak Rs. On free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.
ITB Clause 20	Bid Security	Rs.0.800 Million <i>IN THE SHAPE OF CDR ONLY</i> From any scheduled bank of AJ&K /Pakistan.
ITB Clause 21	Bid validity period	Up to 30-6-2025
ITB Clause 27	Address for communication:- Program Coordinator AJ&K Family Planning & Primary Health Care Program Regional Program Implementation Unit House No: D-163, Upper Chattar Housing Scheme, Muzaffarabad, AJK.	
ITB Clause 41	The Performance Guarantee will be 10% of the Contract Value <i>IN THE SHAPE OF CDR ONLY</i> from any scheduled bank of AJ&K /Pakistan.	



خاندانی منصوبہ بندی و بنیادی صحت پروگرام

محکمہ صحت عامہ آزاد کشمیر



SECTION-I
Invitation for Bids

خاندانی منصوبہ بندی و بنیادی صحت پروگرام

محکمہ صحت عامہ آزاد کشمیر

Azad Govt. of the State of Jammu & Kashmir
Health Department
Family Planning & Primary Health Care (LHW's) Program

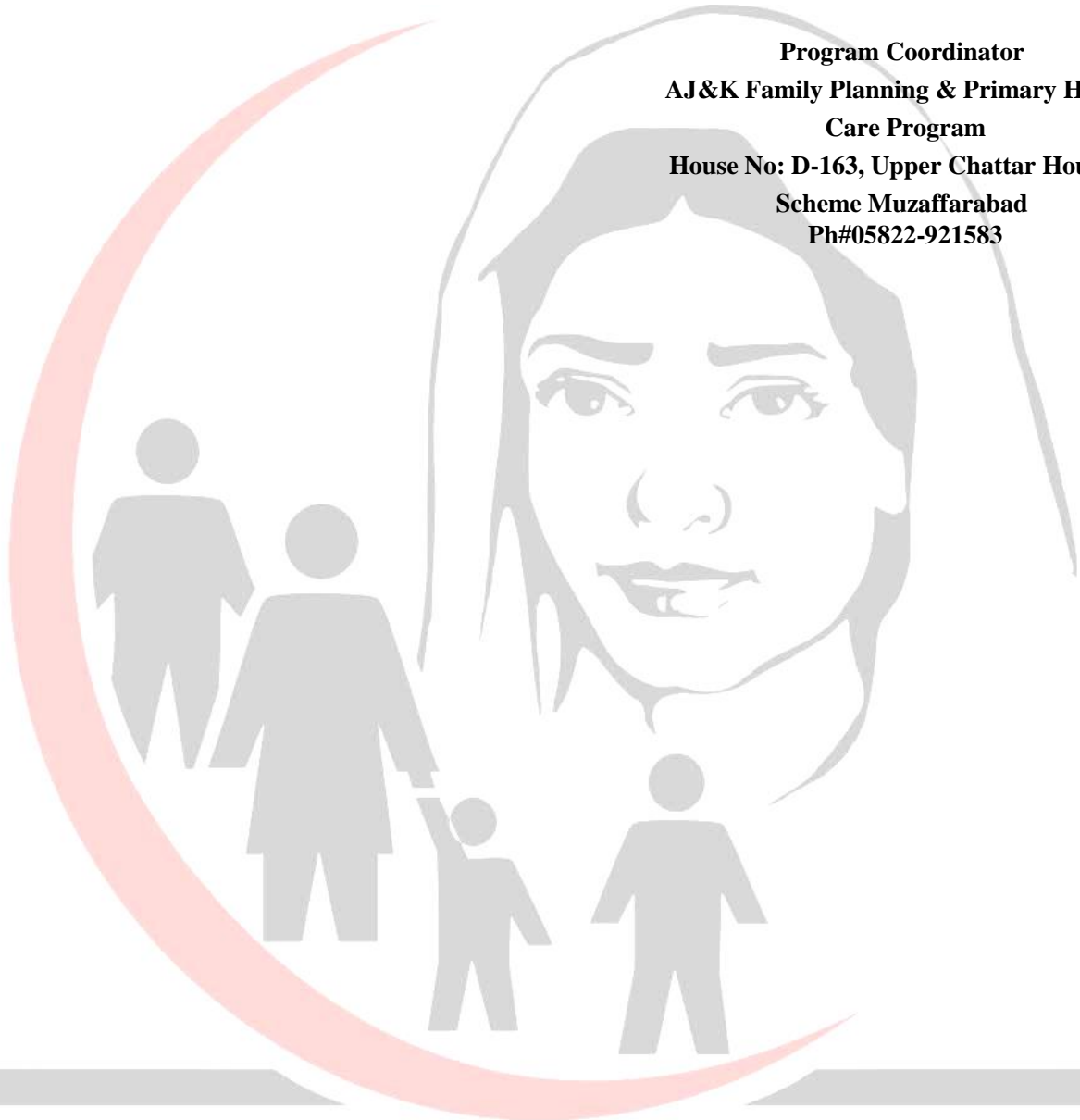
Invitation for Bids

Sealed bids are invited for procurement of following Contraceptive item for Family Planning & Primary Health Care (LHW's) Program Health Department AJK during the financial year **2024-25**, which will be received up to at **11:00 A:M** dated **16.12.2024** in the office of the Program Coordinator AJ&K Family Planning & Primary Health Care, House No: D-163, Upper Chatter Housing Scheme, Muzaffarabad AJ&K and **will be opened on the same day at 11:30 A:M in the office of AJ&K Family Planning & Primary Health Care, House No: D-163, Upper Chatter Housing Scheme, Muzaffarabad AJ&K** in the presence of bidders or their authorized representatives who choose to attend the meeting of bid opening.

S#	Name of Contraceptive Item	Specifications/Strength	Total Cost of Procurement
1	Male Latex Condom	As per WHO Approved Specification	Worth Rs16.00Million (PKR)

1. Bidding shall be conducted through **SINGLE STAGE - SINGLE ENVELOPE** bidding procedure of AJK Public Procurement Rules. The envelope shall be marked as **“TECHNICAL PROPOSAL”** and **“FINANCIAL PROPOSAL”** in bold and legible letters.
2. For supply of Contraceptive Item Male Latex Condom all Manufactures/ Authorized Importers and Authorized Distributors can participate according to technical criteria mentioned in the bidding document.
3. Bid Security (**IN THE SHAPE OF CDR ONLY**) @ **Rs.0.800 Million (Rupees Eight Hundred Thousands Only)** in the name of **DDO PHC Program AJK** must be accompanied with the financial bid. Cheques shall not be accepted.
4. Bids shall remain valid up to **30-6-2025**.
5. A complete set of Bidding document including detail specifications, quantity, terms & conditions and evaluation criteria can be obtained up to **16.12.2024** on or before **11:00 A:M** on submission of written application and upon payment of Rs. 1000/- (Rupees One Thousand Only) (Non-refundable) in shape of cash as bidding document fee from the Office of Program Coordinator AJK Family Planning & Primary Health Care Program Muzaffarabad (Ph.#05822-921583) [Email: rpiu.ajk@gmail.com](mailto:rpiu.ajk@gmail.com)
6. All taxes/ duties levied by GoAJK will be charged from the bills under admissible rules.
7. All bids should be submitted in tape binding duly sealed. All documents should contain proper page marking, attached in sequence should have signatures of authorized person. Moreover, signing and stamping of each page of bidding documents are mandatory.
8. All bidders shall furnish an affidavit /certificate that they are neither black listed nor in conflict with government anywhere in territory of the State of Azad Jammu & Kashmir, Federally Administrated Areas and Provinces of Islamic Republic of Pakistan.
9. All bidders (Companies, Firms, and Distributors) are directed to make registration with AJ&K Income Tax Department otherwise, they will be considered as Non-Filer in AJ&K.
10. Evaluation Report and Award of Contract shall also be displayed on PPRA web site.

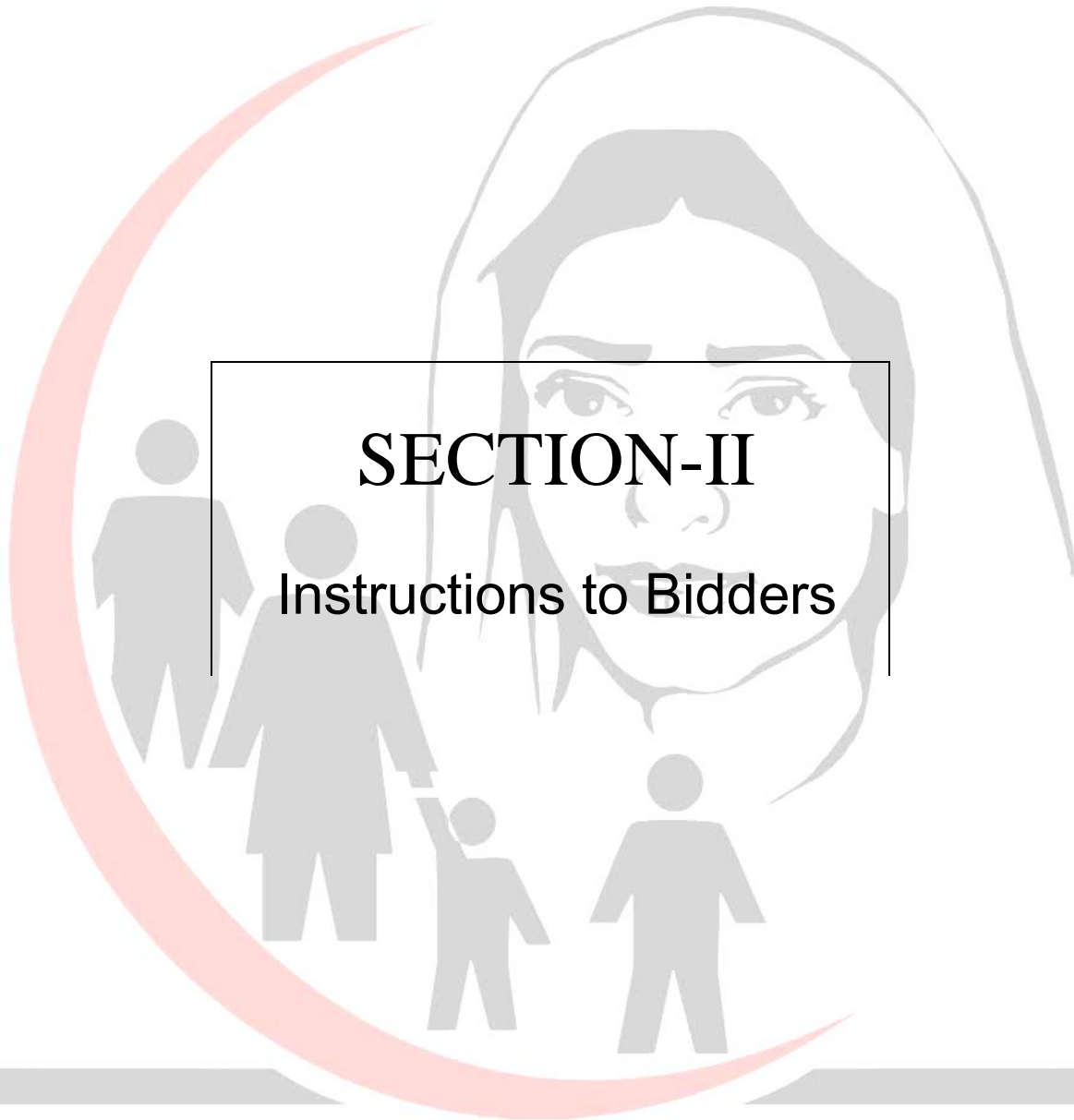
11. For further information please contact us on Ph. # 05822-921583, and Fax No. 05822-921584 during office hours.
12. This invitation for Bids is also available on AJK PPRA's website (www.ajkppra.gov.pk)



Program Coordinator
AJ&K Family Planning & Primary Health
Care Program
House No: D-163, Upper Chattar Housing
Scheme Muzaffarabad
Ph#05822-921583

خاندانی منصوبہ بندی و بنیادی صحت پروگرام

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SECTION-II

Instructions to Bidders

خاندانی منصوبہ بندی و بنیادی صحت پروگرام

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Scope of Bid

1.1 Health Department Government of the AJ&K Family Planning & Primary Health Care Program, Regional Program Implementation Unit invites sealed bids from Manufacturers/Sole Agents and Authorized Distributors for purchase of Contraceptive Item (*Male Latex Condoms*) as per cost and specifications described in **Section III of the Bidding Documents** Schedule of Requirements & Technical Specifications.

2. Source of Funds

2.1 The Government of AJ&K allocated funds in the specific Head of Accounts for the purpose of the purchase of Contraceptive Item (Male Latex Condom)

3. Eligible Bidder

3.1 This Invitation for Bids is open to all original manufacturers, authorized sole agents of foreign principles in Pakistan and Authorized Distributors for supply of Contraceptive Item (Male Latex Condom) more specifically described in the Section III, Schedule of Requirements & Technical Specifications.

3.2 The Sole Agent/Importer and Distributors must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Section V, Bid Form, to the effect that they are the original manufacturer of the required specifications of goods.

3.3 Bidder under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or AJ&K) or public sector organizations are not eligible.

4. Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder

4.1 *The Government of AJ&K defines Corrupt and Fraudulent Practices as:* "the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidder (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or*

acts intended to materially impede the exercise of inspection and audit rights;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under the AJK Public Procurement Rules, 2017 Blacklisting / Debarment process;

- i.** Submission of false fabricated / forged documents for procurement in tender.
- ii.** Not attaining required quality of work.
- iii.** Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency/ government.
- iv.** Non-execution of work as per terms & condition of contract.
- v.** Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi.** Involvement in any sort of tender fixing.
- vii.** Persistent and intentional violation of important conditions of contract
- viii.** Non-adherence to quality specification despite being importunately pointed out.
- ix.** Security consideration of the state i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

4.4 All goods and related services to be supplied under the contract shall conform to the policies of the Government of AJ&K in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance, after sale service and replacement.

5. Cost of Bidding

5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Bidding for Selective Items

6.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Section III i.e., Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the items mentioned in the Section III i.e., Schedule of Requirements & Technical Specifications. However, Bidder cannot bid for partial cost of an item mentioned in Section III i.e., Schedule of Requirements & Technical Specifications. **THE BID MUST BE FOR THE WHOLE COST OF AN ITEM REQUIRED IN THE SECTION III i.e., SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.**

THE BIDDING PROCEDURE

7. The Governing Rules

PROCEDURE: The procedure mentioned in AJ&K Public Procurement Rules, 2017 will be followed.

8. Eligible Goods and Services

8.1 The Bidding procedure shall be governed by AJK Public Procurement Rules, 2017 of the Government of Azad Jammu & Kashmir.

9. Applicable Bidding Procedure

9.1 **"Single Stage – Single Envelope Bidding Procedure"** shall be applied.

Single Stage: Single Envelope Bidding Procedure

SINGLE STAGE SINGLE ENVELOPES bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and price is taken into account after technical evaluation.

THE BIDDING DOCUMENTS

10. Contents of the Bidding Documents

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

- (a) Instructions to Bidder (ITB) (**Section-II**)
- (b) Schedule of Requirements & Technical Specifications (**Section-III**)
- (c) Evaluation Criteria (**Section-IV**)
- (d) Bid Forms (**Section-V**)
 - i. Letter of Intention
 - ii. Affidavit
 - iii. Technical Forms
 - iv. Financial Forms
- (e) Draft Standard Contract (**Section-VI**)
 - i. Contract Form
 - ii. General Conditions of the Contract
 - iii. Special Conditions of Contract,

10.2 The "Invitation for Bids" is part of the Bidding Documents. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

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

11. Clarification(s) on Bidding Documents

11.1 A prospective bidder requiring any clarification(s) on the Bidding Documents may notify the procuring agency in writing at the procuring agency's address indicated in the Bid Data Sheet. The procuring agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents

12.1 At any time prior to the deadline for submission of bids, the procuring agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder, may modify the bidding documents by amendment(s).

12.2 All prospective bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, E-mail or Fax, and shall be binding on them.

12.3 In order to allow prospective bidder reasonable time for taking the amendment(s) into account in preparing their bids, the procuring agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

13. Language of Bids

13.1 All correspondence, communications, associated with preparation of bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the bid, the said translation shall take precedence.

14. Documents comprising the Bids

14.1 The bidder shall mention clearly on the bid cover sheet that the firm is Manufacturer/ Importer/ Sole Agent/Authorized Distributor.

14.2 The bid shall comprise of the bid forms, undertaking, technical detail of the product, of this Bidding Document and all those ancillary documentations that are prescribed for the eligibility of the goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.3 The bidder shall complete the BID FORM and an appropriate PRICE SCHEDULE furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price

15.1 The bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods, it proposes to supply on free delivery to the consignee end under the contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.

15.3 The bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation *in Refrigerated Vehicle to maintain the efficacy of Contraceptive Item till final destination of delivery* & storage charges till the *destination* (on free delivery to consignee's end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the procuring agency.

15.6 Prices offered should be for the entire cost of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightway be rejected. Conditional offer shall also be considered as non-responsive bid.

15.7 While making a price quote, 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.

16. Bid Currencies

16.1 Prices shall be quoted in **Pak Rupees**.

17. Samples

18. The bidder shall provide samples of quoted goods on demand if deemed necessary to procuring agency at his own cost and in a quantity prescribed by the procuring agency.

19. Documentation on Eligibility of Bidder

19.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

19.2 The documentary evidence of the bidder's eligibility to bid shall establish to the procuring agency's satisfaction that the bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

20. Documentation on Eligibility of Goods

20.1 The bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the contract.

21. Bid Security

21.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Bid Data Sheet** which should be attached with the financial offer. Unsuccessful bidder's bid Security shall be discharged or returned soon after announcement of the successful bids.

21.2 The successful bidder's Bid Security shall be discharged upon signing of contract and furnishing the

performance guarantee.

21.3 The bid Security may be forfeited:

- a) if a bidder withdraws its bid during the period of bid validity; or
- b) in case of a successful bidder, if the bidder fails to sign the contract or fails to provide a performance security (if any).

22. Bid Validity

22.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the procuring agency. A bid valid for a shorter period shall be rejected by the procuring agency as nonresponsive.

22.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason 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.

22.3 Bidder who,-

- a) agree to the procuring agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

23. Format and Signing of Bids.

23.1 The bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

23.2 The original bid shall be typed or written in indelible ink. All documents should be in binded form containing proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.

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

SUBMISSION OF BIDS

24. Sealing and Marking of Bids.

24.1 The envelope shall be marked as "**TECHNICAL PROPOSAL**" and "**FINANCIAL PROPOSAL**" in bold and legible letters to avoid confusion. Similarly, the bidder shall seal the proposals/bids in separate envelopes. The envelope shall then be sealed in an outer envelope marked with **Tender No.**

24.2 The inner and outer envelopes shall:

- a) be addressed to the procuring agency at the address given in the Invitation for Bids; and
- b) Bid Reference, Tender No, Items/No. indicated in Section III, Schedule of Requirements & Technical Specifications and Statement: "**DO NOT OPEN BEFORE,**" the time and the date specified for opening of Bids.

24.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "Non-Responsive" or "Late".

24.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the procuring agency shall assume no responsibility for the bid's misplacement or premature opening.

25. Deadline for Submission of Bids

25.1 All bids should be submitted in tape binding. Bids must be submitted by the bidder and received by the procuring agency at the address on the time and date specified in the Bid Data Sheet. **Bids received later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

25.2 The procuring agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations

of the procuring agency and Bidder previously subject to the deadline shall thereafter be subject to the deadline as extended.

26. Late Bids

26.1 Any bid received by the procuring agency after the deadline for submission of bids prescribed by the procuring agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

27. Withdrawal of Bids

27.1 The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.

27.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the bid security submitted by the Bidder, pursuant to the ITB Clause 20 above.

OPENING AND EVALUATION OF BIDS

28. Opening of Bids by the procuring agency

28.1 All bids received, shall be opened by the procuring agency publically in the presence of the bidder or their authorized representatives, who chose to attend the bid opening, on the date, time and venue prescribed in the Bid Data Sheet/Invitation for Bids.

28.2 The opening of bids shall be subject to the bidding procedure prescribed in the Invitation for Bids and elaborated in ITB Clause 9 above.

28.3 All bidders in attendance shall sign an attendance sheet.

28.4 The procuring agency shall open one bid at a time and read out aloud its contents which may include name of the bidder, items quoted for and unit prices and total amount of the Bid (if applicable). The procuring agency may choose to announce any other details which it deems appropriate if not in conflict with the AJK Public Procurement Rules.

28.5 The procuring agency shall have the minutes of the bid opening (Technical and when applicable Financial) recorded.

28.6 No bid shall be rejected at technical proposal/Bid opening, except for late bids, which shall be returned unopened to the Bidder; the procuring agency shall record a statement giving reasons for return of such bid(s).

28.7 The technical bids found without bid security shall not be announced to the bidder.

29. Clarification of Bids.

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

30. Preliminary Examination.

30.1 The procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

30.2 In the financial bids, the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

30.3 The procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

30.4 Prior to the detailed evaluation, the procuring agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for Technical Proposals. The procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

30.5 If a bid is not substantially responsive, it shall be rejected by the procuring agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.

31. Evaluation of Bids

31.1 The procuring agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

31.2 All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in these bidding documents.

31.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of financial bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that day.

31.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

32. Qualification of Bidder

32.1 The procuring agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in bidder's capacity may require the bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified.

32.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

32.3 The procuring agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

32.4 The determination can take into account the bidder's financial, technical, and production capabilities. It shall 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. Further, during the process of technical evaluation of bidder, the procuring agency may inspect the manufacturing plant/production capacity/warehousing system/practices by a team of experts for assessment, if it deems necessary.

32.5 An affirmative determination shall be a prerequisite for award of the contract to the bidder. A negative determination shall result in rejection of the bidder's bid, in which event the procuring agency shall proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

32.6 The procuring agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

33. Rejection of Bids

33.1 The procuring agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with AJK Public Procurement Rules. The procuring agency 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.

33.2 The procuring agency incurs no liability, solely by virtue of its invoking clause 32.1 towards bidders who have submitted bids.

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

34. Re-Bidding

34.1 If the procuring agency rejects all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The procuring agency, if it deems necessary may prescribe another method of procurement not inconsistent with the

public procurement Rules.

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

35. Announcement of Evaluation Report

35.1 The procuring agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the AJK Public Procurement Rules, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract.

36. Contacting the procuring agency

36.1 Subject to ITB clause 28 above, no bidder shall contact the procuring agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.

36.2 Any effort by a bidder to influence the procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

AWARD OF CONTRACT

37. Acceptance of Bid and Award Contract.

37.1 The bidder, whose bid is found to be most closely conforming to the evaluation criteria prescribed in section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the AJ&K Government, shall be awarded the contract, within the original or extended period of bid validity.

38. Procuring Agency's Right to vary quantities at the time of Award.

38.1 The procuring agency reserves the right at the time of award of contract to increase or decrease, the quantity of goods originally specified in Section III i.e., schedule of requirements & technical specifications without any change in unit price and other terms & conditions as per AJK Public Procurement Rules.

39. Notification of Award.

39.1 Prior to the expiration of the period of bid validity, the procuring agency shall notify to the successful bidder in writing that its bid has been accepted.

39.2 The AJ&K Family Planning & Primary Health Care Program will issue the notification of award/advance acceptance of tender (AAT). The firm will submit the required performance security.

39.3 The enforcement of the contract shall be governed by AJK Public Procurement Rules.

40. Limitation on Negotiations.

40.1 Save and otherwise provided in AJ&K PPRA Rules, procuring agency shall not negotiate with any bidder. However, if there is a suspension of cartelization for optimal use of public money, negotiation may be carried out with the successful bidder.

41. Signing of Contract.

41.1 The contract is to be made on judicial paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899.

42. Performance Guarantee.

42.1 Before signing of contract, the successful bidder shall furnish a performance guarantee in **THE SHAPE OF CDR ONLY** of a Scheduled Bank and in the manner prescribed by the procuring agency.

42.2 The bid security submitted by the bidder at the time of submitting its bid shall be returned to the bidder upon submission of performance guarantee.

43. Price Reasonability.

43.1 The prices quoted shall not be more than the trade prices as per MRP (Maximum Retail Price) fixed by the Federal Government under Drugs Act/DRAP Act, 2012.

44. Drug Act/ DRAP Compliance.

44.1 All supplies will comply with the provision of AJK Drugs Act, /DRAP Act, 2012.



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SECTION-III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

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Schedule of Requirements

The supplies shall be delivered in accordance with the supply orders/contract issued of this particular tender, as per following schedule of requirements:-

Respective Consignee's End: -

- i. Consignment of Mirpur & Poonch Division of AJK Region is required to be delivered in Central Medical Store Depot of AJK Health Department located in Islamabad opposite Margalla Railway Station Sector H-9/I, Islamabad.
- ii. Consignment of Muzaffarabad Division of AJK Region to be delivered in LHW's Program RPIU AJK Warehouse located in Jinnah Dental Hospital, Centre Plate, Muzaffarabad AJ&K.

Mode of Penalty	Delivery of 100% Quantity as per Purchase Order	Total delivery period
Male Latex Condoms (As per WHO Approved Specification)	<u>120 days or earlier</u>	<u>120 days</u>
Grace time without penalty Male Condoms	<u>10 days</u>	<u>130 days</u>
With penalty @ 0.067 % Per Day as per following:- Note: - a. The Director General Health Services GoAJK is the Competent Authority to impose this penalty on the recommendations of Procuring Agency (if deemed necessary). b. If firm applies to waive off the penalty, the case will be submitted to the Director General Health Services GoAJK to waive off the penalty, if deemed appropriate/or reasons found beyond control of the firm.		

In case of free delivery to Consignee's end (DDP) basis:

SCHEDULE OF REQUIREMENT WITH COMPLETE SPECIFICATIONS

S#	Name of Contraceptive Item	Specifications/Strength	Qty.
1	Male Latex Condom	As per WHO Approved Specification	Worth Rs.16.00 Million (PKR)



EVALUATION CRITERIA

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Profile of Bidders

Company/firm's profile is mandatory for all the bidders according to following proforma, failure to Furnish required information the bids will not be consider for further necessary process

S. No	Particular	
1.	Name of Company/Firms	
	Proprietor Name	
	Photo copy of CNIC	
2.	Registered Office	
	Complete Address	
	Office Telephone No:	
	Cell No:	
	Fax No:	
	Email address	
3.	Contact of Authorized Person	
	Name	
	Designation	
	Photo copy of CNIC	
	Personal land line Telephone No:	
	Cell No:	
4.	Local Office If any	
	Complete address	
	Office Telephone No:	
	Cell No:	
	Fax No:	
5.	Bid Signing Authority	
	Name	
	Designation	
	Photo copy of CNIC	
	Personal Telephone No:	
6.	Address for communication under the current bidding.	
	Registration Details	
8.	National Tax Number	
	GST Registration Number	

a. Bid Security (IN THE SHAPE OF CDR ONLY)

S. No	Particulars	
1.	Name of the Bank	
2.	Account No:	
3.	CDR No:	
4.	Date:	

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TECHNCIAL EVALUATION CRITERIA FOR MANUFACTURERS

Name of Manufacturer _____

Marks obtained _____

Step I

Following parameters of evaluation criteria of Step-I are necessary. Failure to comply with any of following parameters will result in disqualification of bidder for Step-II Evaluation.

1. Valid Drug Manufacturing License. (Yes/No)
2. Valid Drug Registration Certificate of quoted products (Only those products will be considered for Which he has provided the valid Drug Registration Certificate). (Yes/No)
3. Valid National Income Tax Certificate & Sale Tax Registration Certificate along with copy of Active Tax List. (Yes/No)
4. Tax Paid Receipt for last 03 Fiscal Years (2021-22, 2022-23 & 2023-24). (Yes/No)
5. Satisfactory past performance certificate in department of Health AJ&K/ Pakistan. (Yes/No)

Step II

Total Marks: 50

Passing Marks: 30

Sr. #	Description	Detail of Marks	Max. Marks	Marks Obtained
01.	Source of raw material: Source of API a. From Original Manufacturer/ Research molecule/ FDA approved b. Other sources	a) 15 Marks b) 10 Marks	15	
02.	Source of Excipients a. From Original Manufacturer/ FDA approved b. Other Sources	a) 10 Marks b) 05 Marks	10	
03.	Sale of the quoted products within market for Fiscal year 2023-24 a. Sale evaluated by recognized agency b. Sale evaluated by the firm itself along with detail Statement.	<ul style="list-style-type: none"> • Above 10 Million = (a. 20 Marks, b. 15 Marks) • 05 Million to 10 Million = (a. 15 marks, b. 10 marks) • 04 Million to 05 Million = (a. 10 Marks, b. 05 Marks) • Less than 04 Million = (a. 05 Marks, b. 02 Marks) 	20	
04.	Bioavailability testing of Quoted products	• 05 Marks	05	
Grand Total			50	

➤ The bidder which failed to supply Medicine & allied materials to any institution of AJ&K Health department within the Mention Delivery period in Bidding Document during last Fiscal Year 2023-24 the bidder cannot participate in bidding during current FY.2024-25 and furthermore.

➤ If two or more bidders became equal in rates of same item than the decision would be made on the basis of maximum obtained marks in technical evaluation.

TECHNCIAL EVALUATION CRITERIA FOR DISTRIBUTOR

Name of Distributor

Step I

Following parameters of evaluation criteria are necessary. Failure to comply with any parameter will result in disqualification of bidder for Step-II Evaluation.

- | | |
|--|----------|
| 1. Valid whole sale drug license from department of health for concerned region. | (Yes/No) |
| 2. Valid authorization certificate/ letter for quoted products from manufacturer or Sole agent/ importer for Pakistan/AJ&K Region. | (Yes/No) |
| 3. Bank Certificate of at least Rs 5.000 million annual transactions for FY 2023-24 from any scheduled bank of AJ&K or Pakistan. | (Yes/No) |
| 4. National Income tax certificate and Valid Sale Tax Registration Certificate. | (Yes/No) |
| 5. Satisfactory past performance certificate in department of Health AJ&K/ Pakistan. | (Yes/No) |

Note: -

1. After qualifying Step-I all conditions will be applied as per Performa of evaluation for Manufacturer or importer/Sole Agent, depending which product/ products has been quoted.
2. The Bidder which failed to supply Medicine & allied materials to any institution of AJ&K Health department within the mention Delivery period in Bidding Document during last Fiscal Year 2023-24, the Bidder cannot participate in bidding During current FY.2024-25 and furthermore if two or more bidders became equal in rates of same item than the decision would be made on the basis of maximum obtained marks in technical evaluation.

(Note: In case of participation of manufacturer/ importer himself, the bid of distributor for that manufacturer/ importer will not be considered.)

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TECHNICAL EVALUATION CRITERIA FOR SOLE AGENT/IMPORTER

Name of Sole Agent/ Importer _____

Marks Obtained _____

Step I

Following parameters of evaluation criteria of Step-I are necessary. Failure to comply with any parameter will result in disqualification of bidder for Step-II evaluation.

1. Valid Drug Registration Certificate of quoted products (Yes/No)
2. Valid importer license for the quoted items from concerned agency. (Yes/No)
3. National Income tax certificate and valid Sale Tax Registration Certificate. (Yes/No)
4. Tax paid receipt for last financial year 2021-22, 2022-23 & 2023-24 (Yes/No)

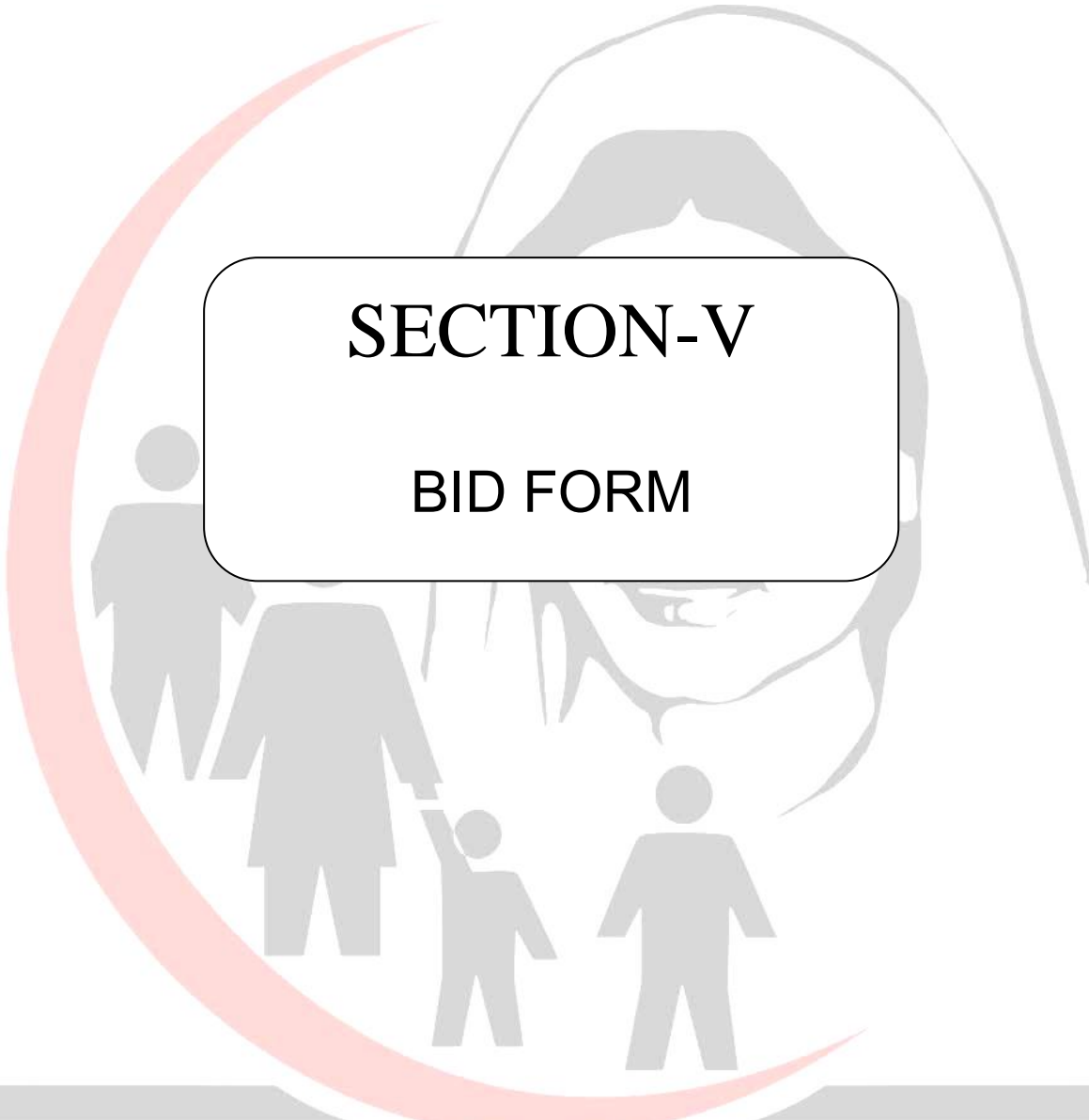
Step II

Total marks: 50

Passing marks: 30

Sr.#	Description	Detail of marks	Max. Marks	Marks Obtained
01.	Past performance Certificate from private, semi Government or Government Institution of AJ&K/ Pakistan last three FY. 2021-22, 2022-23 & 2023-24 a) Certificate from AJ&K Health Department Director General Health AJ&K* OR b) Certificate from Government Institution of AJ&K/ Pakistan. OR c) Certificate from semi Government/ private Institutions of AJ&K/ Pakistan.	<ul style="list-style-type: none"> • Good* = 15 Marks • Satisfactory = 10 Marks b) <ul style="list-style-type: none"> • 6 and above Certificates = 10 Marks • 01 to 05 Certificates = 05 Marks c) <ul style="list-style-type: none"> • 06 and above Certificates = 05 Marks • 01 to 05 Certificates = 03 Marks 	15	
02.	How many years the quoted products are being marketed in Pakistan. (Registration certificate of Quoted Item from DRAP)	<ul style="list-style-type: none"> • 06-09 Years = 15 Marks • 03-05 Years = 10 Marks • 01-02 Years = 05 Marks 	15	
03.	Sale of the quoted products within market for Fiscal year 2023-24 a. Sale evaluated by recognized agency b. Sale evaluated by the firm itself along with detail statement.	<ul style="list-style-type: none"> • 05 Million to 10.00 Million = (a. 10 Marks, b. 05 Marks) • Less than 5.000 million = (a.05 Marks, b. 03 Marks) 	10	
04.	Quality Assurance Certificate for quoted product from Original manufacturer/FDA/WHO or Any other Authority	<ul style="list-style-type: none"> • Original Manufacturer/FDA/WHO Approved = 10 Marks • Other Authority = 05 Marks 	10	
Grand Total			50	

- The bidder which failed to supply Medicine & allied materials to any institution of AJ&K Health department within the mention Delivery period in Bidding Document during last Fiscal Year 2023-24 that bidder cannot participate in bidding during current FY.2024-25 and furthermore.
- If two or more bidders became equal in rates of same item than the decision would be made on the basis of maximum obtained marks in technical evaluation.



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BID COVER SHEET

Bid Ref. Tender _____ ---- Date _____

Name of the Supplier/Firm Contractor: _____

Firm's Ranking (SALS) _____ (Attach certificate)

Address: _____

E-mail: _____

Phone: _____

Facsimile: _____

Bid for: _____

Selected items from the Schedule of Requirements:

Tender Enquiry No.	Name of the Tendered Item	Brand Name	Drug Registration Number (Attach Certificate)	Specifications	Product Ranking Number (SALS) (Attach Certificate)	Name of API Manufacturer & Country Of Origin

Signed: _____

Dated: _____

Official Stamp: **خاندانی منصوبہ بندی و بنیادی صحت پروگرام**

Attachment: Original receipt for the purchase of the bidding documents.

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BID FORM 1

Letter of Intention

Bid Ref. No. _____

Date of the Opening of Bids _____

Name of the Firm: { Add name e.g., Contraceptive Item(s) }

To: [Name and address of Procuring Agency]

Dear Sir/Madam,

Having examined the bidding documents including Addenda Nos. [*insert numbers & Date of individual Addendum*], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

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

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

We will pay the testing fee for samples collected from any supply of any district to be tested by international WHO recognized laboratory and will accept the results in addition to testing by DTLs, Pakistan, AJK

We confirm that we comply with the eligibility requirements as per ITB clauses 18 &19 of the bidding documents.

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

Signed:

In the capacity of [*insert: title or position*]

Duly authorized to sign this bid for and on behalf of [*insert: name of Bidder*]

BID FORM 2

AFFIDAVIT

(Judicial Stamp paper Rs.100/-)

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidder within the meaning of Clause 19 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject Contract under the Laws of Pakistan and AJK
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That the prices offered are not more than trade price.
- 9) I/We, further undertake that I/we will ready to pay all the charges of samples tested by any international WHO accredited Laboratory, collected by Department's Inspection Committee which will be paid directly to the International Lab and will accept the results.
- 10) I/We, further undertake that I/we will ready to pay the standard charges of testing samples by DTLs Pakistan and AJK
- 11) I/we further under take to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.

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

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Signed:

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

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BID FORM 3**MANUFACTURER'S SOLE AUTHORIZATION**

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

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby solely authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 14 &15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: _____

Designation: _____

Official Stamp: _____

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BID FORM 4**Price Schedule**

User Note: *This form is to be filled in by the Bidder for quoted item/products and shall Submit with Financial Proposal.*

Name of the Firm: _____

Bid Reference. No: _____ **Date of opening of Bid:** / /

Tender Enquiry No.	Name of the Tender Item/ items	Quoted Brand	Unit Price (Inclusive All Applicable Taxes + Transportation Charges Including Un-Loading Charges)

Name:- _____

Designation:- _____

Date:- _____

Official Stamp:- _____

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BID FORM 5

Performance Guarantee

The Supplier shall furnish **CALL DEPOSIT RECEIPT (CDR) ONLY** duly issued by a scheduled bank of AJK/Pakistan in favour of **DDO PHC Program AJK, Muzaffarabad** for the sum of **10% of the Total Contract Amount** as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

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SECTION-VI

DRAFT STANDARD CONTRACT

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Contract Form

AGREEMENT

THIS FRAMEWORK CONTRACT is made at _____ on _____ day----- of 202....

Between the _____, (hereinafter referred to as the "Purchaser") of _____ the First Part; and M/s (*firm name*) _____ a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Purchaser invited bids for procurement of Contraceptive(s), in pursuance whereof M/s (*firm name*) being the Manufacturer/ Authorized Sole agent of (item name) in Pakistan and AJK and ancillary services offered to supply the required item (s); and

Whereas, the Purchaser has accepted the bid by the Supplier as per following detail;

Tender Enquiry No.	Brand Name and Drug Registration No./Manufacturer	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR)

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. The Contract: The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-

a.	This Contract Form	
b.	The Schedule of Requirements	Annex- A
c.	Special Conditions of Contract & the Technical Specifications	Annex- B
d.	Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder.	Annex- C
e.	The Notification of Award (AAT)	Annex- D
f.	Purchase Order	Annex-E
g.	Payment Schedule	Annex-F
h.	The General Conditions of Contract	Annex-G
i.	Performance Guarantee/Security	Annex-H
j.	Manufacturer's certificate of warranty under Drugs Act /DRAP Act 2012 & rules framed thereunder	Annex-I
k.	The bidding document of Procuring Agency	Annex-J

2. Interpretation: In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":

3. The Term of the Contract: This contract shall remain valid for **30-6-2025** from the date of signing, unless amended by mutual consent.

4. The Supplier declares as under:

- i. *[Name of the 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 AJ&K or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of AJ&K) through any corrupt business practice.
- ii. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of AJ&K, except that which has been expressly declared pursuant hereto.
- iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of AJ&K and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
- v. Notwithstanding any rights and remedies exercised by procuring agency in this regard, *[The Supplier]* agrees to indemnify procuring agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to procuring agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The 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 procuring agency.
- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

5. Items to be Supplied & Agreed Unit Cost:

- i. The Supplier shall provide to the purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the bidder (**Annex C**).
- ii. Each Items supplied shall strictly conform to the Schedule of Requirements (**Annex-A**) and to the Technical Specification (**Annex B**) prescribed by the Purchaser against each item
- iii. The Unit Cost agreed in the Price Schedule (**Annex C**), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

6. **Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services, as specified in the schedule of requirements and technical specification in accordance with the price schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this contract at the time and in the manner prescribed by this contract. The lawful payment to the firm shall be made within 90 days after receipt of the standard quality test/analysis report by the concerned Drug Testing Laboratory and satisfactory inspection report by the Inspection Committee.

7. **Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheque issued in the name of [supplier's name]

8. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and caudal formalities highlighted in the Payment Schedule at **Annex F**.

9. **Performance Guarantee/Security:**

(i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a **Performance Guarantee in the shape of CDR ONLY equivalent to 10% of the total Contract Amount from any scheduled bank in prescribed manner**. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.

(ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause above.

(iii) Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.

10. **Penalties/ Liquidated Damages**

(i) Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.

(ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guarantee to the extent of non-delivered portion of supplies shall be forfeited.

(iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of Performance Guarantee shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.

(iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase order.

(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and after issuance of subsequent purchase order by the consignee, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**

11. **Notices:**

All notices and correspondences incidental to this contract shall be in English Language and shall be addressed to:

For the Purchaser:

خاندانی منصوبہ بندی و بنیادی صحت پروگرام
For the Supplier:

محکمہ صحت عامہ آزاد کشمیر

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

Signed/ Sealed: For the Manufacturer/Authorized Agent

Sealed & Signed on behalf of Purchaser

Witnesses-1 on behalf of the Contractor

Witnesses-1 on behalf of the Purchaser

Witnesses-2 on behalf of the Contractor

Witnesses-2 on behalf of the Purchaser

C.C.

1. _____

2. _____

خاندانی منصوبہ بندی و بنیادی صحت پروگرام

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Annex-A

Schedule of Requirements

Detail are as per

Page No.19 to Page No.38

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Annex-B

Special Conditions of the Contract & Technical Specifications

a) **Product Specifications.**

(Detailed technical specifications, given in Award of Framework Contract, will be followed)

b) **Labeling and Packing**

- i. The manufacturer shall follow the Drugs (Labeling and Packing), framed under the Drugs Act..
- ii. However, the name of Male Latex Condom (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Unit etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license no., Manufacturing Date, Expiry Date, Registration No., Batch No., Retail price, and Urdu version namely: name of item and instructions, should also be written on the outer carton and on the most inner container in bold letters. Expiry date must be printed on each initial packing of Male Latex Condom.
- iii. The condition of green packing is relaxed for Male Latex Condom imported in finished form but the supplier will be instructed to print/stamp/affix a sticker as per requirement of individual item *(after considering the condition of storage of each item)*.
- iv. The quality of packing material, its labeling, packing structure and printing will be same as that of their commercial supply but according to government supply color scheme.

c) **Additional instructions for packing**

- i. The suppliers are required to furnish the warranty certificate with regard to the potency and stability (Including coloration of medicines) of the item for human consumption etc. in accordance with the AJK Drugs Act/DRAP Act 2012/Pakistan Drugs (Amendments) Ordinance 2015 & rules framed there under on judicial paper.
- ii. The bidder shall supply the Male Latex Condom in packing with Logo of the Government of AJ&K (exempted for imported items). The following wording/insignia shall be printed in bold letters in English in indelible red color ink on each carton, pack, strip / blister, vial / ampoule etc.

"NOT FOR SALE"
GOVERNMENT PROPERTY
LHW's PROGRAM AJ&K

- iii. After signing of the Contract, the Supplier shall submit the samples of finished contraceptive item in accordance with the above instructions for approval of the concerned authorities of the AJ&K. All subsequent supplies must be in accordance with the approved samples.

d) **Shelf life**

- i. **The shelf life must be up to 85% for the locally manufactured item(s) and 75% for the imported item(s).**
- ii. The lower limit of the shelf life must be up to **80% and 70% with imposition of 1% penalty** charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported item(s)

respectively.

e) **Testing/Verification Procedures**

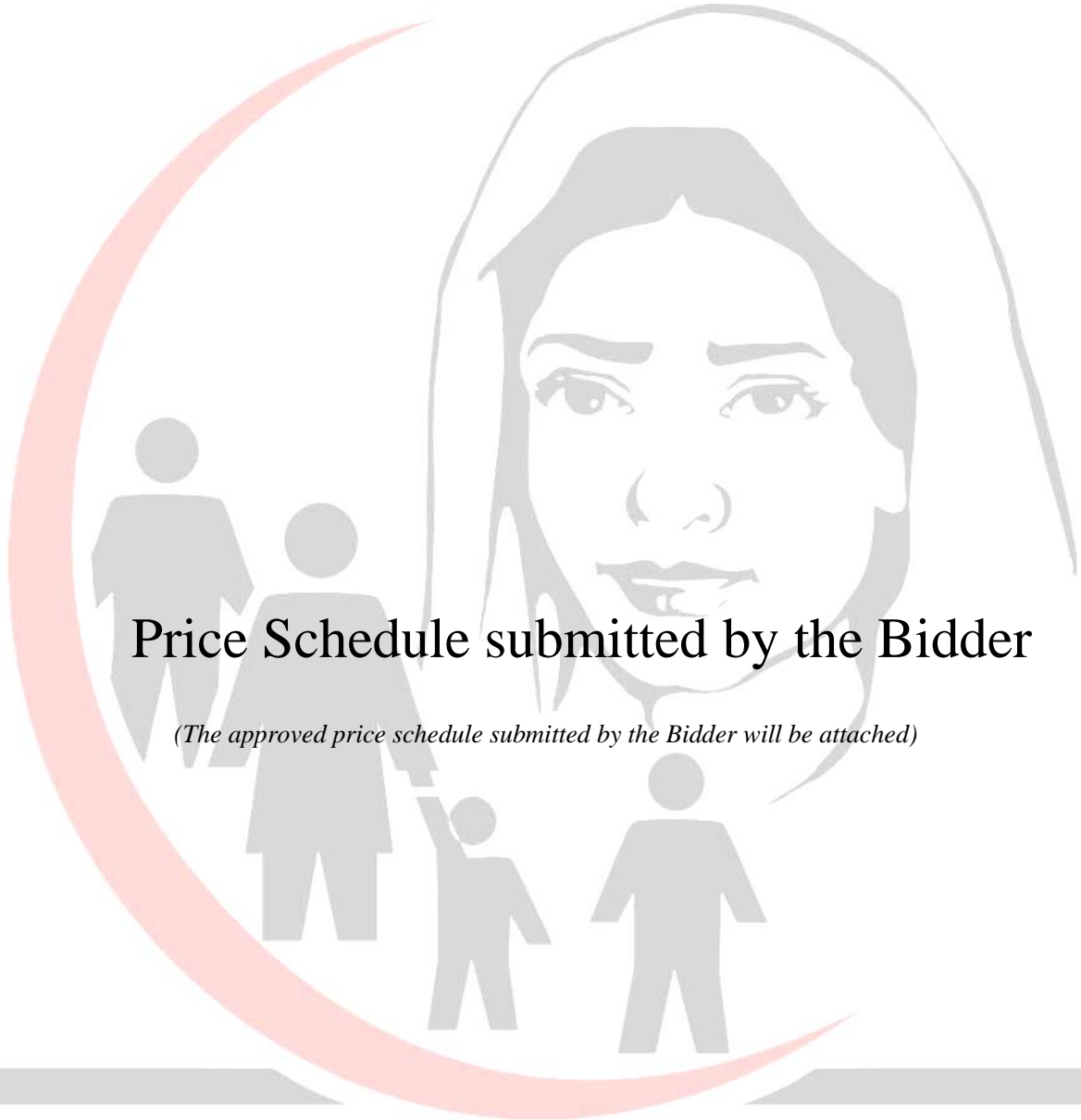
- i. The firm will provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery which will be sent to the concerned DTL if deemed necessary along with collected sample for testing.
- ii. After delivery of Contraceptive(s) at the Purchaser's premises, the Purchaser shall send the samples from **all batches of each consignment** of the supplied item to concerned Drugs Testing Laboratory for testing if deemed necessary. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods after receipt of standard quality report of each batch of supplied store issued by DTL. ***DTL will charge fee for testing as per scheduled rates that will be borne by supplying firms. The Supplier will directly pay the charges to concerned Drug Testing Laboratory.*** The cost of the lab tests shall be borne by the Supplier which may be deducted from its final bill or deposited in the Government treasury (National Bank of Pakistan or State Bank of Pakistan).
- iii. The Government is well cognizant of its extra ordinary care. In addition to Purchaser's Inspection Committee, the Department's Inspection Committee will also conduct the inspection and collect 1-2 samples at random from any batch/ Supply. The sample(s) will be got tested by any international WHO accredited Laboratory.
- iv. In case of **Adverse/failure** report of any batch, the Supplier has the right to go for appellate laboratory. If it is again declared substandard, the Supplier will be intimated and they will be bound to re-supply the **entire fresh stock** of that batch **free of cost** within the reasonable time period to be intimated by the purchaser but not later than **30 days (four weeks)** including grace period from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory Authority for **legal action** as per Drugs Act /DRAP Act 2012/Pakistan Drugs (Amendments) Ordinance 2015 and **disposal of substandard stocks**.
- v. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

f) **Transportation/Delivery Requirements**

- i. The Supplier shall arrange such transportation of contraceptive item as is required to prevent their damage or deterioration during transit to their final destination(s) and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii. All costs associated with the transportation including loading/unloading of contraceptive item and road taxes shall be borne by the Supplier.

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Annex-C



Price Schedule submitted by the Bidder

(The approved price schedule submitted by the Bidder will be attached)

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Annex-D

Notification of Award/ Advance Acceptance of Tender (If Applicable)

No _____

Dated _____

Muzaffarabad or _____

To,
M/s _____

**SUBJECT: - ADVANCE ACCEPTANCE OF TENDER FOR THE SUPPLY OF ON FREE DELIVERY TO CONSIGNEE'S
END AGAINST ITEM/TENDER ENQUIRY NO. _____ FOR THE FINANCIAL YEAR 2024-25.**

Reference to Notification issued by Health Department AJ&K Family Planning & Primary Health Care against Item/Tender Enquiry No. _____ mentioned in the subject noted above.

2. The following rate has been approved by the Competent Authority subject to the condition that you will deposit **PERFORMANCE GUARANTEE EQUIVALENT TO 10% OF THE TOTAL CONTRACT AMOUNT IN THE SHAPE OF CDR ONLY ISSUED BY ANY SCHEDULED BANK** in favor of **DDO/Program Coordinator AJ&K Family Planning & Primary Health Care, Government of AJ&K.** Stamp Duty will be deducted from total amount of Bill of consignment at source as per prescribed rate of GoAJK.

The detail is given as under:-

Tender Enquiry No.	Name of item & Technical Specifications (Brand Name/Batch No./ Registration No.)	Approved Rate (Unit Price) in PKR	Total Quantity	Total Cost in PKR
TOTAL COST IN WORDS:				
Rupees				

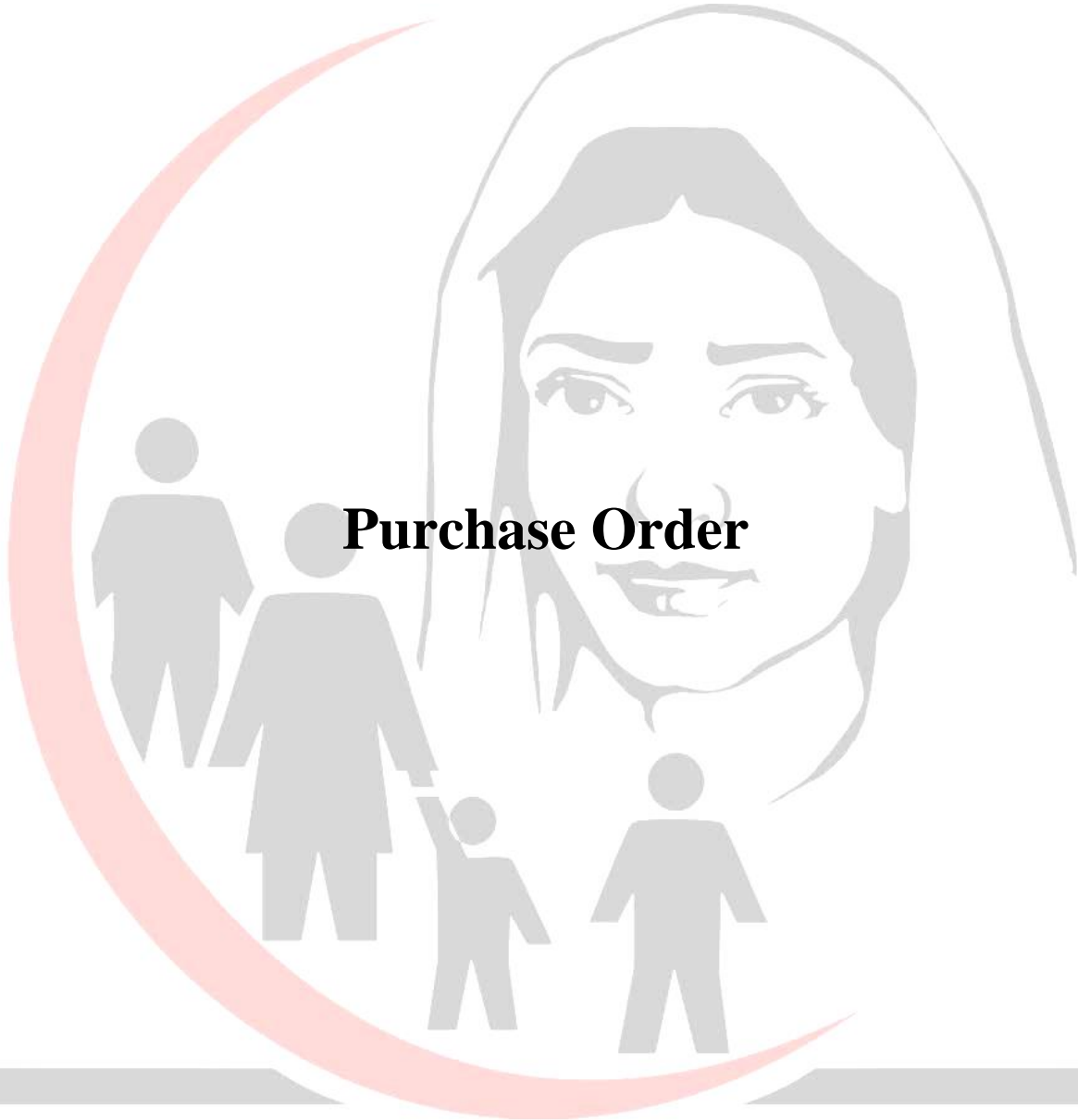
3. Please note that failure to furnish the required Performance Guarantee shall constitute a breach of the contract and the procuring agency shall be entitled to make other arrangement at your risk and expenses in accordance with the terms and conditions without any notice. Other terms and conditions agreed through bidding documents and subsequent written clarifications will remain the same.

4. Delivery Date is or earlier.

Note: Please certify that the contents of this Advance Acceptance of Tender have been read by the authorized person of the company specially the specifications, unit price and contractual amount.

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Annex-E



خاندانی منصوبہ بندی و بنیادی صحت پروگرام

محکمہ صحت عامہ آزاد کشمیر

Annex-F

Payment Schedule

- i.** *100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO)*
- a.** *Against satisfactory performance and upon submission of required documents (standard quality test/analysis report from concerned DTL if deemed necessary*
OR
Satisfactory Inspection Report from Inspection Committee and in accordance with the procedure with AJK public procurement rules.
- b.** *On production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.*
- ii.** *Part Supply is not allowed. The Payment will only be made after the receipt of complete supply within due time & completion of physical inspection by designated committee.*
- (However, if there is any alternate payment schedule, agreed by the Purchaser and Supplier, will be annexed here. (It can be followed)*

خاندانی منصوبہ بندی و بنیادی صحت پروگرام

محکمہ صحت عامہ آزاد کشمیر

Annex. G**General Conditions of Contract (GCC)**

<p>1. Definitions</p>	<p>1.1</p>	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>"The Contract" means the agreement entered into between the Purchaser (AJ&K Health Department Family Planning & Primary Health Care Program) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>"The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</p> <p>"The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.</p> <p>"The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of AJ&K, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.</p> <p>"GCC" means the General Conditions of Contract contained in this section.</p> <p>"SCC" means Special Conditions of the Contract.</p> <p>"The Purchaser" means the Government of AJ&K Health Department Family Planning & Primary Health Care (LHW's) Program <i>itself</i></p> <p>"The Supplier" means the individual or firm supplying the goods under this Contract.</p> <p>"Day" means calendar day.</p>
<p>2. Application</p>	<p>2.1</p>	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p>3. Source of Import</p>	<p>3.1</p>	<p>All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.</p>
	<p>3.2</p>	<p>For purposes of this clause, "Origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.</p>
<p>4. Standards</p>	<p>4.1</p>	<p>The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.</p>
	<p>4.2</p>	<p>In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.</p>
	<p>4.3</p>	<p>If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Health Department, Government of AJ&K Family Planning & Primary health care Program) the price</p>

		difference shall be paid by the Supplier.
	4.4	In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser's premises, burning, dumping, or incineration.
5. Use of Contract Documents and Information.	5.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's.
	5.4	Performance under the Contract if so required by the Purchaser. The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
6. Patent Rights	6.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the AJK.
7. Submission of Samples	7.1	Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.
8. Ensuring storage arrangements	8.1	To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.
9. Inspections and Tests	9.1	The Purchaser or its representative shall have the right to inspect and / or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
	9.2	All costs associated with testing shall be borne by the Supplier.
	9.3	The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon 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 prior to the goods delivery from the point of Supply or manufacturing. Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.
10. Delivery and Documents	10.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
	10.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	10.3	The goods supplied under the Contract shall be delivered on free delivery of consignee's end basis under which risk is transferred to the buyer after the Goods having been delivered;
11. Insurance	11.1	The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
12. Transportation	12.1	The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
	12.2	All costs associated with the transportation of the goods subject to this contract

		shall be borne by the Supplier.
13. Incidental Services	13.1	The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
14. Warranty	14.1	All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
	14.2	The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
15. Payment	15.1	The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
	15.2	The currency of payment shall be Pakistan Rupee.
16. Prices	16.1	Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
17. Contract Amendments	17.1	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
18. Assignment	18.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
19. Subcontracts	19.1	The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
20. Delays in the Supplier's Performance	20.1	Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	20.2	If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
	20.3	Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
21. Termination for Default		The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
		(a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the signed contract, and subsequent Purchase order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
		(b) if the Supplier fails to perform any other obligation(s) under the Contract.
		(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
	21.1	For the purpose of this clause Corrupt and fraudulent practices means: <i>"the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidder (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:</i> (i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to

		<p>another party;</p> <p>(ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;</p> <p>(iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;</p>
22. Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder	22.1	<p>The following are the events which would lead to initiate AJK Public Procurement Rules, 2017 Blacklisting / Debarment process;</p> <p>i. Submission of false fabricated / forged documents for procurement in tender.</p> <p>ii. Not attaining required quality of work.</p> <p>Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency/ Government.</p> <p>iii. Non execution of work as per terms & condition of contract.</p> <p>iv. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.</p> <p>v. Involvement in any sort of tender fixing.</p> <p>vi. Persistent and intentional violation of important conditions of contract</p> <p>vii. Non-adherence to quality specification despite being importunately pointed out.</p> <p>viii. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.</p>
23. PROCEDURE	23.1	As AJ&K Procurement Rules, 2017.
24. Force Majeure	24.1	<p>Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, 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 embargoes.</p>
25. Termination for Insolvency	25.1	The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise

		insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
26. Arbitration and Resolution of Disputes	26.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	26.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
	26.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).
27. Governing Language	27.1	The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
28. Applicable Law	28.1	This Contract shall be governed by the Laws of AJ&K and the Courts of AJ&K shall have exclusive jurisdiction.
29. Notices	29.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
	29.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
30. Taxation	30.1	All taxation, whether International, Federal, AJ&K Government shall be borne by the Supplier.

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