



**RE-TENDER**  
**BIDDING DOCUMENTS**

Bid Opening Date	04-02-2025
Bid Submission Time	11:00 AM
Bid Opening Time	11:30 AM

## **DISCLAIMER**

1. This request for proposals document (“**Bidding Documents**”) has been prepared by the Punjab Food Authority (as the Procuring Agency). The Bidding Documents constitute no commitment on the part of the Procuring Agency to enter into any arrangements with any Bidder in respect of procurement of goods under the Bidding Documents or otherwise.
2. The information contained in the Bidding Documents or as may be subsequently provided to the Bidders (in documentary or any other form) by or on behalf of the Procuring Agency, with respect to the Bidding process being conducted pursuant to the Bidding Documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement. Moreover, each Bid shall be evaluated in accordance with the prescribed technical criteria (as the case may be) provided in the Bidding Documents.
3. The Bidding Documents do not constitute an agreement. The purpose of the Bidding Documents is to provide proposed Bidders with information that may be useful for them in preparing their Bids pursuant to the Bidding Documents.
4. The Bidding Documents may not be appropriate for all interested parties and it is not possible for the Procuring Agency to consider the objectives and particular needs of each interested party which reads or uses the Bidding Documents.
5. The assumptions, assessments, statements and information contained in these Bidding Documents may not be complete, accurate and adequate or correct for the purposes of any or all interested parties.
6. Each proposed Bidder is required to conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in these Bidding Documents and seek independent professional advice on any or all aspects of these Bidding Documents, as deemed appropriate. The Procuring Agency is not under obligation to consider any such advice or opinion.
7. All information submitted in response to the Bidding Documents becomes the property of the Procuring Agency, including all business information and proprietary data submitted with all rights of communication and disclosures, subject to applicable laws in Pakistan.
8. No decision shall be based solely on the basis of the information provided for any statements, opinions or information provided in the Bidding Documents.
9. While submitting a Bid in response to these Bidding Documents, each Bidder certifies that it understands, accepts and agrees to the disclaimers set forth herein.
10. Nothing contained in any provision of these Bidding Documents or any statements made orally or in writing by the Bidders/Contractor shall have the effect of negating or suspending any of the disclaimers set forth herein.

## **INVITATION TO BID**

The Punjab Food Authority (“**PFA**” or the “**Procuring Agency**”), a statutory body constituted pursuant to section 3 of the Punjab Food Authority Act, 2011 (“**PFA Act**”), has been working as a functional entity across all districts of Punjab, since July 2012. Specialized wings “Resource and Licensing”, “Technical” and “Operations” which are functional and working to enforce the food hygiene and quality standards as described in the PFA Act and the Pure Food Rules 2011 (“**PFR**”). PFA’s activities in terms of the PFA Act read with PFR are carried out through qualified teams of Food Safety Officers and Assistant Food Safety Officers. Food safety teams ensure the food safety. PFA has state of the art labs working round the clock which carry out the food testing for food hygiene and food adulteration under the supervision of the qualified staff.

Pursuant to the requirements of Rule 12 of the Punjab Procurement Rules 2014 (as amended from time to time) (“**PPR**”), the Bidding Documents have been uploaded on PPRA’s ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) , E-procurement ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)) Portal and Procuring Agency’s ([www.pfa.gop.pk](http://www.pfa.gop.pk)) websites.

The Bidding Documents shall download free of cost, from the PPRA’s ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) website, Procuring Agency’s ([www.pfa.gop.pk](http://www.pfa.gop.pk)) website or E-procurement ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)) Portal. The Bids must be uploaded on E-Procurement Portal on or before February 04, 2025 till 11:00 A.M. Technical Proposals shall be opened by the Evaluation Committee on the same day at 11:30 A.M. in the office of Director General, Punjab Food Authority (Committee Room), in the presence of Bidders or their authorized representatives having valid authority letters.

Technical Proposal/Bids shall be prepared as per the requirements of the Bidding Documents. Interested Bidders are required to submit Bid Security in the form of a Demand Draft / Pay Order / Call Deposit, 2% of the “Estimated Cost” of quoted lot(s) in favor of the “Director General Punjab Food Authority Lahore”, in the office of Assistant Director Procurement, located at 83-C New Muslim Town Lahore, before Bid closing date and time.

In terms of Rule 38(2)(a) of Punjab Procurement Rules, single stage two envelopes bidding procedure, has been adopted. In the first instance, the “Technical Proposal” shall be opened, after the evaluation and approval of the Technical Proposals, the Procuring Agency shall open the Financial Proposals of the technically accepted Bidders, publicly at a time, date and venue announced and communicated to the Bidders in advance, within the Bid validity period. In terms of Rule 35(1) The Procuring Agency may reject all Bids, at any time prior to the acceptance of Bid.

**ASSISTANT DIRECTOR PROCUREMENT  
PUNJAB FOOD AUTHORITY, GOVERNMENT OF PUNJAB**

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# 1. INSTRUCTIONS TO BIDDERS

## 1.1. Definitions

In the Bidding Documents, unless there is anything repugnant in the subject or context:

- 1.1.1. “Agreement” means the framework agreement for financial year 2024-25(extendable as per PPRA rules) to be entered into between the Procuring Agency and the Contractor for the procurement of Items;
- 1.1.2. “Bid” means the proposal submitted by a Bidder in response to the Bidding Documents on E-Procurement Portal in soft form;
- 1.1.3. “Bidder” means a person who has submitted a Bid in response to the Bidding Documents;
- 1.1.4. “Bidding Documents” means these bidding documents (including the framework Agreement) published by the Procuring Agency for the procurement of Items.
- 1.1.5. “Bid Price” means the total price (inclusive of all applicable taxes) of the lot quoted by the Bidder;
- 1.1.6. “Bid Security” means security submitted by a Bidder in the form of Demand Draft / Pay Order / Call Deposit Receipt, to secure the obligations of the Bidder;
- 1.1.7. “Contractor” means the successful bidder, a person, firm, company or an organization who or which undertakes to supply goods and services;
- 1.1.8. “Day” means a calendar day;
- 1.1.9. “Effective Date” means the specific date on which an Agreement/ contract/ policy/ purchase order or other formal document becomes legally binding or goes into effect. It marks the point in time when the terms and conditions outlined in the document are officially enforceable;
- 1.1.10. “Estimated Cost” means estimated cost of a Lot, as specified in relevant clause of the Bidding Documents;
- 1.1.11. “Evaluation Committee” means a committee constituted by the Procuring Agency to evaluate Bids in accordance with the requirements of the Bidding Documents and PPR;
- 1.1.12. “Financial Proposal” means the financial proposal submitted by the Bidder, containing rates / prices in respect of the Lot(s) in respect of which the Bid is submitted, as per the requirements of the Bidding Documents;
- 1.1.13. “Force Majeure” has the meaning given to it in the relevant clause;

- 1.1.14. "Inspection Committee" means a committee notified by Procuring Agency for inspections of Item(s);
- 1.1.15. "Instructions to Bidders" means the instructions to bidders set out in clause 1 of the Bidding Documents;
- 1.1.16. "Items" means items/equipment (including any relevant services) as specified in relevant clause to be procured by the Procuring Agency;
- 1.1.17. "Letter of Acceptance" means a letter which is issued by Procuring Agency to the Lowest Evaluated Bidder, as per the requirements of the Bidding Documents;
- 1.1.18. "Lowest Evaluated Bid" means a Bid most closely conforming to evaluation criteria and other conditions specified in the Bidding Documents and having lowest evaluated cost;
- 1.1.19. "Lowest Evaluated Bidder" means a Bidder who has submitted the Lowest Evaluated Bid;
- 1.1.20. "Performance Guarantee" has the meaning given to it in the relevant clause;
- 1.1.21. "PPRA" means Punjab Procurement Regulatory Authority;
- 1.1.22. "PPR" means Punjab Procurement Rules 2014 amended up till date;
- 1.1.23. "Procuring Agency" means the Punjab Food Authority, constituted under section 3 of the Punjab Food Authority Act, 2011 (as amended from time to time);
- 1.1.24. "Purchase Order" means work order/supply order that may be issued by the Procuring Agency, from time to time during the Term, to successful Contractor(s) after fulfill all codal formalities;
- 1.1.25. "Specifications" means the specification of Item, as set out in relevant clause of the Bidding Documents;
- 1.1.26. "Technical Bid Evaluation Criteria" means the criteria specified in clause 1.15, for the evaluation of Technical Proposals;
- 1.1.27. "Technical Proposal" means the technical proposal submitted by the Bidder containing complete information and specification in respect of the Items, as per the requirements of the Bidding Documents;
- 1.1.28. "Technically Qualified Bidder" means Bidder who, in the opinion of the Evaluation Committee, fulfills the Technical Bid Evaluation Criteria, as per the requirements specified therein;
- 1.1.29. "Term" has the meaning given to it in the Agreement.

## 1.2. Bid Scope

1.2.1. The Procuring Agency invites Bids **“Scope of Work”** for the procurement, installation, and utilization of ELISA kits, rapid testing kits, and associated laboratory supplies for testing 125,000 food business handlers:

### a) Supply of ELISA Kits and Laboratory Consumables

#### ELISA Kits:

- **ELISA HAV (IgM), 96 well/kit**  
Purpose: Detection of Hepatitis A Virus (IgM) in serum/plasma samples of food business handlers.  
Quantity: Sufficient kits for anticipated testing volume.
- **ELISA HEV (IgM), 96 well/kit**  
Purpose: Detection of Hepatitis E Virus (IgM) in serum/plasma samples.  
Quantity: Sufficient kits for the required testing volume.
- **ELISA Typhoid/Salmonella (IgG), 96 well/kit**  
Purpose: Detection of Salmonella antibodies (IgG) for typhoid surveillance.  
Quantity: To cover testing volume, ensuring reliable and valid results.

#### Rapid Kits and Consumables:

- **TB Rapid Kit (Pulmonary):**  
For initial tuberculosis screening in food handlers.  
Quantity: To cover testing volume, ensuring reliable and valid results.
- **Alcohol Swab Box (70%)**  
Disinfection before sample collection or testing procedures.
- **Disposable Syringes (BD or Equivalent):**  
For sample collection with a preference for high-quality syringes to ensure safety and minimize risk of contamination.
- **Saniplast Box Bandage (100 pcs/box):**  
To provide post-procedure wound care for minor punctures from blood draws.
- **Test Tube (5 ml, plastic), Gel Vial, EDTA Vial:**  
Standardized vials for sample collection, processing, and storage, ensuring sample integrity for all types of testing.

### b) Reagent Rental Placement of Fully Automatic ELISA Setup

### **Fully Automatic ELISA Setup:**

- **Installation and Calibration:**  
Set up, calibrate, and verify the equipment to ensure accuracy and efficiency in high-volume ELISA testing.
- **Free of Cost/Reagent Rental Terms:**  
The supplier will provide the equipment on a reagent rental basis, with the cost covered by the reagents supplied under this contract.
- **Training and Support:**  
The supplier will train designated personnel to operate, maintain, and troubleshoot the fully automated setup.

### **c) Reagent Rental Placement of Semi-Automated ELISA Setup**

#### **Semi-Automated ELISA Setup:**

- **Installation and Calibration:**  
Install and ensure calibration of semi-automated ELISA equipment to cover variable testing needs.
- **Free of Cost/Reagent Rental Terms:**  
The equipment will be provided by the supplier on a reagent rental basis, where rental fees are absorbed within reagent costs.
- **Training and Support:**  
Basic operator training and periodic technical support for the equipment to ensure consistent test quality.

### **d) Additional Services**

- **Testing Capacity Assurance:**  
The entire setup should be able to accommodate testing of 125,000 FBOs, with necessary quantities of kits, consumables, and reagents provided in line with testing demands.
- **Quality Control:**  
Supplier to provide all required quality controls, calibration standards, and guidance on optimal testing practices.
- **24-Hour Response Time:**  
The supplier must provide after-sales support with a guaranteed response time of 24 hours across all locations in Punjab. This ensures minimal downtime and uninterrupted testing capabilities.



- **Routine Maintenance:**

Regular preventive maintenance visits, scheduled quarterly, to verify the proper functioning and calibration of the ELISA and other laboratory equipment. These visits should include detailed inspection, calibration, and software updates if applicable.

- **On-Demand Repair Services:**

Immediate repair service within 24 hours for any breakdowns, with replacement equipment provided if repairs is not possible solution. This is critical for maintaining testing schedules.

**e) Scalability and Future Demand Planning**

- **Incremental Increase in Kit and Consumable Supplies:**

The testing compacity of FBOs may be increase 20%-30% or above year-over-year subject to availability of budget and satisfactory reports by concern section.

- **Equipment Capacity:**

Both the fully automated and semi-automated ELISA setups must be capable of handling increased workload projections, with potential upgrades or additional placements as necessary.

### **1.3. Delivery Schedule**

- 1.3.1. During the Term, the Procuring Agency shall from time to time, issue Purchase Orders for the purchase of Item(s) in such quantities as may be specified therein as per requirement and availability of funds.
- 1.3.2. The Contractor shall be liable to deliver Item(s) within the timelines specified in the Purchase Order.
- 1.3.3. In case of any delay, late delivery charges @ 0.067% of the total cost of the Purchase Order shall be levied every day beyond the stipulated time of delivery, subject to maximum 10% of the cost of Purchase Order amount.
- 1.3.4. Days will be counted immediately from Effective Date of signing of the Agreement or issuance of the Purchase Order as the case may be.

### **1.4. Eligibility Criteria**

A Bidder must:

- 1.4.1. be registered with sales tax and income tax department. In this respect, Bidder must submit copies of NTN Certificate and sales tax certificate GST/PST);
- 1.4.2. provide professional tax certificate-2024-25 with challan form;

- 1.4.3. submit an undertaking on a valid E-stamp Paper of PKR 1,200/- stating that the Bidder is neither blacklisted nor debarred from participating in any public procurement process of any Provincial or Federal Government Department, Agency, Authority, Organization or autonomous/local body anywhere in Pakistan; and
- 1.4.4. conform to the requirements specified in clause 1.15 (**Determination of Responsiveness of the Bidder**).
- 1.4.5. Conform to the requirements specified under each “**PROFORMA OF TECHNICAL PROPOSALS**” and clause 4 “**TECHNICAL REQUIREMENTS FOR LOT-I**”.

**Note: Verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance of which shall lead to disqualification of Bidder.**

Technical Proposals shall be evaluated as per the Technical Bid Evaluation Criteria. The Financial Proposals of the technically qualified Bidders i.e., Bidders who achieve minimum technical qualification marks, shall be evaluated as per the requirements set out herein.

## **1.5. Joint Venture**

- 1.5.1. Joint venture is not eligible for this Bid.

## **1.6. Amendment of the Bidding Documents**

- 1.6.1. The Procuring Agency may, at any time prior to the deadline for submission of Bids, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding Documents, on any account, for any reason. All amendment(s) shall be part of the Bidding Documents and binding on the Bidder(s).
- 1.6.2. The Procuring Agency shall notify the amendment(s) in writing to the prospective Bidders as per PPR.
- 1.6.3. The Procuring Agency may, at its exclusive discretion, amend the Bidding Documents to extend the deadline for the submission of the Bid in light of rule-25(4) of PPR.
- 1.6.4. Queries of the Bidders (if any) for seeking clarifications in respect of the Bidding Documents must be upload on E-procurement Portal, within 7 days after publishing Bidding Documents. All queries shall be responded to within due time.

## **1.7. Preparation and Submission of Bids**

- 1.7.1. The Bid and all documents relating to the Bid, exchanged between the Bidder and the Procuring Agency, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Bid.

- 1.7.2. Bidding Documents shall contain Financial Proposal proforma, as set out in clause 3 of the Bidding Documents.
- 1.7.3. Bidder shall provide Bid Security, as per provisions of the clause 1.9 (*Bid Security*) of the Bidding Documents.
- 1.7.4. In case the last date of submission of Bids is declared as a public holiday by the Government, the next official working day shall be last date of submission of Bids accordingly. The time and venue shall remain the same.
- 1.7.5. The Bidder shall submit Bid which complies with the Bidding Documents. Alternative/hardcopy of Bids shall not be considered. The attention of Bidders is drawn to the provisions of these Bidding Documents Clauses regarding “Determination of Responsiveness of the Bidder” and “Rejection/Acceptance of the Bid” for making their Bids substantially responsive to the requirements of the Bidding Documents.
- 1.7.6. It shall be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the Purchase Order under this bidding process shall be entertained by the Procuring Agency. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- 1.7.7. It must clearly be understood that the terms and conditions and specifications are intended to be strictly enforced. No escalation/de-escalation (price fluctuations) shall be accepted/applicable on the approved rates.
- 1.7.8. No extra charges on account of delivery, loading/unloading etc. or any other excuse shall be paid to the Contractor.
- 1.7.9. Bidders shall enclose brochure as well as catalogues/leaflets/literature and other technical documentary proof of imported Item(s) (if any).
- 1.7.10. Bidders are also required to state, in their Bids, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.

## **1.8. Bid Price**

- 1.8.1. Bid Price shall be inclusive of all taxes and details on the prescribed proforma of Financial Proposal duly signed and stamped by Bidder on each page along with the covering letter of the Bidder on letterhead of the Bidder.
- 1.8.2. Bid Price shall include all charges up to the delivery and / or installation points (as the case may be) at Punjab Food Authority Office(s).

- 1.8.3. Bidders are bound to give their lowest rational Lot-wise rates inclusive of all taxes and Financial Proposal shall be evaluated on the basis of Lot-wise rate.
- 1.8.4. Bidders are bound to submit genuine offers after fulfilling the requirements of the Bidding Documents. Incomplete and false information shall lead to rejection of the Bids and may result in blacklisting of the Bidder and forfeiture of the Bid Security.
- 1.8.5. Bidders shall submit their rates as per specification(s)/samples/standards or equivalent, acceptable to Procuring Agency.
- 1.8.6. Bidders shall fill up the proforma of Financial Proposal provided in the Bidding Documents.
- 1.8.7. Prices quoted by the Bidders shall be fixed for 1 year. After first year prices may be reviewed by mutual agreement/willingness depending on the market rates (if contract is extendable).

## **1.9. Bid Security**

- 1.9.1. A Bidder shall furnish the Bid Security as mentioned in Bidding Documents with following conditions:
  - 1.9.1.1. Denominated in Pak Rupees.
  - 1.9.1.2. Amount of Bid Security shall be 2% of the Estimated Cost of quoted Lot(s).
  - 1.9.1.3. Bid Security shall be submitted before Bid closing date and time, failing which the Bid shall be rejected.**
  - 1.9.1.4. In the form of Demand Draft / Pay Order / Call Deposit Receipt, in favor of the Director General Punjab Food Authority.
- 1.9.2. Bid Security of the Lowest Evaluated Bidder shall be retained by the Procuring Agency until furnishing of the Performance Guarantee.
- 1.9.3. The Bid Security shall be forfeited by the Procuring Agency, on the occurrence of any of the following conditions:
  - 1.9.3.1. If the Bidder withdraws its Bid during the period of the Bid validity.
  - 1.9.3.2. If the Bidder, having been notified Lowest Evaluated Bidder by the Procuring Agency during the period of the Bid validity, fails or refuses to furnish the Performance Guarantee, in accordance with the Bidding Documents.
- 1.9.4. The Bid Security shall be returned to the technically unsuccessful Bidder after fulfilment of all codal formalities and by submitting an application from Bidder, to Procuring Agency with the contents that it is satisfied with the technical results announced by Procuring

Agency and it has no obligation with respect to the bidding process conducted pursuant to the Bidding Documents.

**Note: If any Bidder submits fake, forged, or fabricated Bid Security, the Procuring Agency reserves the right to initiate a blacklisting process or criminal proceedings under the provisions of the Pakistan Penal Code 1860. This is in accordance with the PPRA circular regarding blacklisting upon fake or forged documents dated 20-03-2024.**

## **1.10. Bid Validity**

- 1.10.1. Bids shall remain valid for a period of 180 days after the date of opening of Technical Proposals.
- 1.10.2. The Procuring Agency may solicit the Bidder's consent for an extension of the validity period of the Bid. The request and the response there-to shall be made in writing. If the Bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Bid and Bidder is allowed to withdraw the Bid without forfeiture of the Bid Security under rule 28 of PPR.

## **1.11. Withdrawal of the Bid**

- 1.11.1. A Bidder may, modify or withdraw the Bid after submission of the Bid, prior to the deadline for submission of the Bids.
- 1.11.2. A Bid, withdrawn after the deadline for submission of the Bids and prior to the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.

## **1.12. Opening of the Bid**

- 1.12.1. Technical Proposals shall be opened at 11:30 AM on the last date of submission of Bids in the presence of Evaluation Committee and the Bidders shall ensure presence of themselves or their authorized representatives as per provision of rule-30 of PPR.
- 1.12.2. In case the last date of submission of Bids is declared as a public holiday by the Government, the next official working day shall be last date of submission of Bids accordingly. The time and venue shall remain the same.

## **1.13. Clarification of the Bid**

Under rule-33 of PPR:

- 1.13.1. The Procuring Agency may, if necessary, after the opening of the Bids, seek and accept such clarifications of the Bid that do not change the substance of the Bid.
- 1.13.2. Any request for clarification in the Bid, made by the Procuring Agency and its response, shall invariably be in writing.

## 1.14. Qualification and Evaluation of Bids

- 1.14.1. The Procuring Agency will determine, to its satisfaction, whether a Bidder is qualified to perform the obligations set out in the Bidding Documents satisfactorily, and in accordance with the evaluation criteria prescribed in the Bidding Documents.
- 1.14.2. The determination will take into account Bidder's financial and technical capabilities as per the requirements of the Bidding Documents. It will be based upon an examination of the documentary evidence of the Bidder qualifications submitted by the Bidders.
- 1.14.3. The Procuring Agency will technically evaluate and compare the Bids, which have been determined to be substantially responsive, as per the requirements of the Bidding Documents.
- 1.14.4. Technically Qualified Bidder shall be intimated accordingly, and the technically disqualified / non-responsive Bidder may collect its Bid Security subject to submitting an application to Procuring Agency with the contents that it is satisfied with the technical results announced by Procuring Agency and it has no obligation with respect to the bidding process conducted pursuant to the Bidding Documents.
- 1.14.5. Procuring Agency may consider a single Bid, if it is responsive as per Rule 55 of PPR.

## 1.15. Determination of Responsiveness of the Bidder

- 1.15.1. Firstly, Technical Proposals shall be evaluated by the Evaluation Committee in the light of following Technical Bid Evaluation Criteria:

<b>BID EVALUATION CRITERIA LOT – 1 (Eliza Kits &amp; Machines) (ALL DOCUMENTS ARE REQUIRED)</b>		
<b>Sr.</b>	<b>Description</b>	<b>Marks (To be filled in by the Procuring Agency)</b>
<b>1.</b>	Valid Income Tax Registration Number (Status Active with FBR)	<b>Mandatory</b>
<b>2.</b>	Valid GST/PST Registration Number (Status Active) 100% Compliance	<b>Mandatory</b>
<b>3.</b>	Submission of undertaking on valid <b>E-stamp Paper</b> of PKR 1,200/- that the Bidder is neither blacklisted nor debarred by any of provincial or Federal Government Department, Authority, Agency, Organization or autonomous/Local body anywhere in Pakistan <b>NOTE: old yellow-colored Stamp papers are not accepted. E-Stamp paper shall be verified by official site of E-stamp paper. If found any discrepancies, legal action may be taken as per PPRA.</b>	<b>Mandatory</b>
<b>4.</b>	Professional Tax Certificate 2024-25, shall be with Challan Form. <b>Note: without challan form, Professional Tax Certificate shall not be accepted.</b>	<b>Mandatory</b>
<b>5.</b>	Income Tax Returns for Last 3 years "01-07-2021 to 30-06-2024"	<b>Maximum 10 Marks</b> 3 Marks of F.Y 21-22 3 Marks for F.Y 22-23 4 Marks for F.Y 23-24

6.	Years of establishment (From Registration date of NTN)	<b>Maximum 10 Marks</b> 2 Marks for each year
7.	<p><b>Relevant Purchase order of Elisa kits with placement of Elisa machines</b> Similar assignments / supplies over last 05 years.</p> <ul style="list-style-type: none"> <li>• 1 similar assignment / supply = 07 marks</li> <li>• 2 similar assignments / supplies = 14 marks</li> <li>• 3 similar assignments / supplies = 21 marks</li> </ul> <p><b>Signed Purchase orders / Signed supply orders / Signed completion certificates must be attached along agreement of placement of Elisa machines, otherwise, no marks shall be awarded.</b></p> <p><b>Only one Signed agreement can have multiple purchase orders. every purchase order shall be treated an assignment.</b></p>	<b>Maximum 21 Marks</b> 7 Marks for each assignment / supply
8.	<p><b>Relevant Purchase order of Rapid kit</b> Similar assignments / supplies over last 05 years.</p> <ul style="list-style-type: none"> <li>• 1 similar assignment / supply = 03 marks</li> <li>• 2 similar assignments / supplies = 06 marks</li> <li>• 3 similar assignments / supplies = 09 marks</li> </ul> <p><b>Signed Purchase orders / Signed supply orders / Signed completion certificates must be attached, otherwise, no marks shall be awarded.</b></p>	<b>Maximum 9 Marks</b> 3 Marks for each assignment / supply
9.	<p>Relevant Experience - Sale/Supply/placement order of Elisa kits/ Rapid kits in any govt. department/autonomous body/private sector register with relevant forum <b>over last 5 years. (Provide signed work order with values otherwise work order shall be considered non-responsive)</b></p> $\text{Marks} = \frac{\text{Sum of all Purchase orders of last 5 years}}{\text{Estimated Cost of relevant lot}} * 30$	<b>Maximum 30 Marks</b>
10.	<p>Financial Worth (inflow/credit amount): Account Maintenance Letter and Bank Statement from 01-07-2023 to 31-12-2024. Both documents must be signed and stamped by bank.</p> <p><b>Note:</b> If total Credit amount up-to 31-12-2024 is equal to or more than Estimated cost, full marks shall be awarded. Otherwise, the marks shall be awarded as:</p> $\text{Marks} = \frac{\text{Total Credit amount}}{\text{Estimated Cost of relevant Lot}} * 20$	<b>Maximum 20 Marks</b>

**Notes:**

1. A Bidder obtaining 70% marks in Bid Evaluation Criteria shall be considered as Qualified Bidder. Bidders obtaining less than 70% marks shall be considered as non-responsive.
2. A Bidder shall provide complete set of requisite information and documents as required in terms of the Bidding Documents along with the Bid, otherwise the Bid shall be rejected.
3. It is also mandatory to submit all forms enclosed with this documents i.e. Firm profile, Bid Submission form and undertaking of non-disclosure of information form. Otherwise Bid may be rejected.
4. A Bidder shall provide complete set of requisite information and documents as required in terms of the Bidding Documents (including the Specifications) along with the Bid, otherwise the Bid shall be rejected.

**Acknowledgement:**

1. A Bidder shall provide an acknowledgement and confirmation that:
2. the aforementioned criteria is acceptable to it and that it has no objection for observance of rule- 2 (a) (e) and 4 of PPR; and
3. Information / documents submitted as part of its Bid are correct, legal and duly signed and stamped on each page.

**SIGNATURE AND STAMP  
BIDDER**



**BID EVALUATION CRITERIA LOT – II (Tubes, Vials and Misc. Items)**  
**(ALL DOCUMENTS ARE REQUIRED)**

Sr.	Description	Marks (To be filled in by the Procuring Agency)
1.	Valid Income Tax Registration Number (Status Active with FBR)	<b>Mandatory</b>
2.	Valid GST/PST Registration Number (Status Active) 100% Compliance	<b>Mandatory</b>
3.	Submission of undertaking on valid <b>E-stamp Paper</b> of PKR 1,200/- that the Bidder is neither blacklisted nor debarred by any of provincial or Federal Government Department, Authority, Agency, Organization or autonomous/Local body anywhere in Pakistan <b>NOTE: old yellow-colored Stamp papers are not accepted. E-Stamp paper shall be verified by official site of E-stamp paper. If found any discrepancies, legal action may be taken as per PPRA.</b>	<b>Mandatory</b>
4.	Professional Tax Certificate 2024-25, shall be with Challan Form. <b>Note: without challan form, Professional Tax Certificate shall not be accepted.</b>	<b>Mandatory</b>
5.	Income Tax Returns for Last 3 years “01-07-2021 to 30-06-2024”	<b>Maximum 10 Marks</b> 3 Marks of F.Y 21-22 3 Marks for F.Y 22-23 4 Marks for F.Y 23-24
6.	Years of establishment (From Registration date of NTN)	<b>Maximum 10 Marks</b> 2 Marks for each year
7.	<b>Relevant Purchase order of Sale/Supply of Gel vails/ EDTA vails/ Test tubes</b> Similar assignments / supplies over last 05 years. <ul style="list-style-type: none"> <li>• 1 similar assignment / supply = 10 marks</li> <li>• 2 similar assignments / supplies = 20 marks</li> <li>• 3 similar assignments / supplies = 30 marks</li> </ul> <b>Signed Purchase orders / signed supply orders /signed completion certificates must be attached, otherwise, no marks shall be awarded.</b>	<b>Maximum 30 Marks</b> 10 Marks for each assignment / supply
8.	Relevant Experience - - Sale/Supply of Gel vails/ EDTA vails/ Test tubes in any Govt. department/autonomous body/private sector register with relevant forum <b>over last 5 years. (Provide signed work order with values otherwise work order shall be considered non-responsive)</b>  $\text{Marks} = \frac{\text{Sum of all Purchase orders of last 5 years}}{\text{Estimated Cost of relevant lot}} * 30$	<b>Maximum 30 Marks</b>

<p><b>9.</b></p>	<p>Financial Worth (inflow/credit amount): Account Maintenance Letter and Bank Statement from 01-07-2023 to 31-12-2024. Both documents must be signed and stamped by bank. <b>Note:</b> If total Credit amount up-to 31-12-2024 is equal to or more than Estimated cost, full marks shall be awarded. Otherwise, the marks shall be awarded as:</p> $\text{Marks} = \frac{\text{Total Credit amount}}{\text{Estimated Cost of relevant Lot}} * 20$	<p><b>Maximum 20 Marks</b></p>
<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. A Bidder obtaining 70% marks in Bid Evaluation Criteria shall be considered as Qualified Bidder. Bidders obtaining less than 70% marks shall be considered as non-responsive.</li> <li>2. A Bidder shall provide complete set of requisite information and documents as required in terms of the Bidding Documents along with the Bid, otherwise the Bid shall be rejected.</li> <li>3. It is also mandatory to submit all forms enclosed with this documents i.e. Firm profile, Bid Submission form and undertaking of non-discloser of information form. Otherwise Bid may be rejected.</li> <li>4. A Bidder shall provide complete set of requisite information and documents as required in terms of the Bidding Documents (including the Specifications) along with the Bid, otherwise the Bid shall be rejected.</li> </ol> <p><b>Acknowledgement:</b></p> <ol style="list-style-type: none"> <li>1. A Bidder shall provide an acknowledgement and confirmation that:</li> <li>2. the aforementioned criteria is acceptable to it and that it has no objection for observance of rule-2 (a) (e) and 4 of PPR; and</li> <li>3. Information / documents submitted as part of its Bid are correct, legal and duly signed and stamped on each page.</li> </ol> <p style="text-align: right;"><b>SIGNATURE AND STAMP BIDDER</b></p>		

## 1.16. Financial Bid Evaluation Criteria

- 1.16.1. Financial Proposals of Technically Qualified Bidders after approved inspections (if applicable) shall be evaluated on the basis of least cost method. The Purchase Order shall be awarded to the Bidder whose Bid is technically qualified with approved inspection and has submitted Lowest Evaluated Bid.

## 1.17. Rejection of the Bid

- 1.17.1. The Procuring Agency may reject all Bids at any time prior to the acceptance under rule-35(1) of PPR.
- 1.17.2. The Procuring Agency shall upon request, communicate to any Bidder, the grounds for rejection of its Bid, but shall not be required to justify those grounds.
- 1.17.3. A Bid shall be rejected if:

- 1.17.3.1. It is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents and / or specified mode (as the case may be).
- 1.17.3.2. It is submitted incomplete, partial, conditional, alternative and / or late.
- 1.17.3.3. It is subjected to interlineations / cuttings / corrections / erasures / over writing.
- 1.17.3.4. The Bidder has conflict of interest with the Procuring Agency.
- 1.17.3.5. The Bidder tries to influence the Bid evaluation / award of Agreement/issuance of Purchase Order.
- 1.17.3.6. The Bidder engages in corrupt or fraudulent practices in competing for the Letter of Acceptance award.
- 1.17.3.7. The Bidder has been blacklisted by PPRA.
- 1.17.3.8. The Bidder has been served any legal notices or displeasure letters by any public sector organization (in Pakistan or internationally) on serious failures to provide satisfactory Items.
- 1.17.3.9. The Bidder has mentioned any financial implication(s) in the Financial Proposal that are in contradiction to the Bidding Documents and Government rules and regulations.
- 1.17.3.10. There is any discrepancy between Bidding Documents and Bidder's Bid i.e. any non-conformity/inconsistency/informality/irregularity in the Bid.
- 1.17.3.11. Bidder submits any financial conditions as part of its Bid which are not in conformity with Bidding Documents.
- 1.17.3.12. Bidder fails to submit verifiable proofs against the mandatory documents.

**NOTE: Bids of participating Bidders shall comprise of complete information as per Technical Bid Evaluation Criteria as well as Proforma of Technical Proposal and Financial Proposal, in case of any cutting in Technical Proposal /Financial Proposal, it shall lead to rejection of Bid. Bids shall be evaluated on Lot-wise rate.**

## **1.18. Samples and Inspection**

- 1.18.1. A Bidder failing to submit sample (where applicable) to meet the required specification(s) and standards, shall be considered technically non-responsive.
- 1.18.2. Procuring Agency reserves the right to claim any sample (where applicable) free of cost for inspection as and when required. Bidder shall be responsible to provide the sample within 7 days after demanding by the Procuring Agency.

- 1.18.3. Inspection of material shall be carried out before final acceptance by the Inspection Committee. However, this shall not bar the Procuring Agency from carrying out inspection at any stage of procurement.
- 1.18.4. Contractor shall be responsible to lift unacceptable/rejected Item(s) at their own cost and shall be bound to provide the standardized, acceptable Item(s) with no time extension within stipulated period of time.
- 1.18.5. The Contractor shall be responsible for free replacement of rejected Item(s) by the Inspection Committee within the stipulated period of time. In case of failure, the Contractor shall be liable to pay the loss of the Procuring Agency.

## **1.19. Letter of Acceptance**

- 1.19.1. As per provisions of rule-(55) of PPR, the Procuring Agency shall issue the Letter of Acceptance to the successful Bidder, at least after 10 days of announcement of Bid evaluation reports under rule-(37) of PPR.

## **1.20. Performance Guarantee**

- 1.20.1. The successful Bidder, shall furnish Performance Guarantee as under:
  - 1.20.1.1. Within the time mentioned in Purchase Order/Letter of Acceptance.
  - 1.20.1.2. In the form of a bank guarantee/call deposit receipt/ pay order, issued by a scheduled bank operating in Pakistan.
  - 1.20.1.3. For a sum up to 10% of the Purchase Order price,
  - 1.20.1.4. Denominated in Pak Rupees;
- 1.20.2. The Performance Guarantee shall be payable to the Procuring Agency, on occurrence of any of the following conditions.
  - 1.20.2.1. If Bidder fail to keep the Performance Guarantee valid or extend the validity of the Performance Guarantee till completion of work;
  - 1.20.2.2. If Bidder fail to pay the Procuring Agency delay liquidated damages;
  - 1.20.2.3. If Bidder fail to perform its obligations;
  - 1.20.2.4. Any other event, circumstance or provision which entitles the Procuring Agency to encash the Performance Guarantee.

- 1.20.3. Failure of the successful Bidder to submit Performance Guarantee within given time period, shall constitute sufficient grounds for the forfeiture of the Bid Security along with other remedies available.

**1.21.Redressed of grievances by the Procuring Agency**

- 1.21.1. After announcement of technical evaluation report, 5 days will be given to all Bidders for any kind of grievance related to technical grounds/technical evaluation report.
- 1.21.2. After uploading the financial evaluation report, 10 days will be given according to rule - 67(2) of PPR for any kind of grievance regarding financial evaluation report.

**1.22.Payment schedule:**

- 1.22.1. Payment shall be made upon satisfactory delivery of all Items as per Purchase Order, and fulfillment of documentary and codal formalities, as per the Agreement/Bidding Document/Purchase Order.

**1.23.Extension of Agreement:**

- 1.23.1. This agreement may be extended for further two years or as per PPRA rules, subject to the availability of fund, annual review, and assessment, depending upon the performance of the Contractor & price reasonability

**Note: Bids or any documents comprising the Bids received through courier may not be entertained.**

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## 2. PROFORMA OF TECHNICAL PROPOSAL LOT-I (Eliza Kits & Machines)

Sr. No.	Name of Item	Specifications	Estimated Quantity/Pack Size
1.	ELISA HEV(IgM) Kit	CE/FDA/WHO approved and must be for In Vitro Human Diagnostics (IVD)	As mentioned in Bid Scope Unit-96 well/kit
2.	ELISA HAV (IgM) Kit	CE/FDA/WHO approved and must be for In Vitro Human Diagnostics (IVD)	As mentioned in Bid Scope Unit-96 well/kit
3.	ELISA Typhoid/Salmonella (IgG) Kit	CE/FDA/WHO approved and must be for In Vitro Human Diagnostics (IVD)	As mentioned in Bid Scope Unit-96 well/kit
4.	TB Rapid Kit (Pulmonary)	CE/FDA/WHO approved Rapid Testing Kits / device must be for In Vitro Human diagnostics (IVD) to detect Pulmonary TB <ul style="list-style-type: none"> <li>• 2 years shelf life</li> <li>• Specimen types: Whole Blood, Serum, Plasma</li> <li>• Sensitivity: 95-100%</li> <li>• Specificity: 95-100%</li> </ul>	Nos.
5.	Disposable Syringes BD Or Equivalent,	<ul style="list-style-type: none"> <li>• auto/self-destruct</li> <li>• 100 per box</li> <li>• 5ml Capacity</li> <li>• 23 G</li> <li>• Approx. 3 years shelf life or better</li> </ul>	700 Packs
<b>Total Estimated Cost with Taxes (PKR)</b>			<b>193,000,000</b>
<b>Total Bid Security (PKR)</b>			<b>3,860,000</b>

### Notes:

- 1- For ELISA Kits and tests to be performed the laboratory equipment(s) including at least 3 fully automated ELISA Reader System and 15 Semi Automated Elisa Reader, Incubator and Washer Setups shall be provided/placed free of cost (FOC)/reagent rental basis by the bidder/contractor along with kits/reagents required for total tests to be performed as per bidding documents in 18 districts of the Punjab (Technical Specifications attached below). Moreover, the contractor shall provide with requisite accessories, controls, chemicals, UPS and services for installation, maintenance and troubleshooting with machines on FOC to perform tests.
- 2- Evaluation formulated by the Procuring Agency shall be acceptable during whole executing period and supply shall be ensured as per approved sample (where applicable) in the procurement criteria.
- 3- Prices of aforementioned Item(s) must be filled on “**proforma of financial proposal**” and all pages should be duly signed and stamped.

***Bidder Signature and Stamp***

**Technical Specifications of the ELISA Systems to be placed in districts on FOC basis along with provision of ELISA Kits**

<p align="center">1.</p>	<p align="center"><b>Placement of Fully Automated ELISA Setup (FOC)</b></p>	<ul style="list-style-type: none"> <li>• Fully automated 2 to 4 plates analyzer.</li> <li>• 220V-240V</li> <li>• Open system unit with automatic sample identification, dilution, incubation, washing and reading facility</li> <li>• Spectral range: 405 nm – 690 nm, Wavelengths 450 and 620 nm or more,</li> <li>• Facility of Auto clot detection and sensor probes for reagent and samples and check volume in take</li> <li>• Interface for bi-directional communication OR USB interface/ LAN port</li> <li>• External/ Built in PC</li> <li>• Compatible UPS must be provided.</li> <li>• <b>Make: USA/UK/Europe/Japan</b></li> </ul>	<p align="center"><b>Required Quantity: 3</b></p>
<p align="center">2.</p>	<p align="center"><b>Placement Semi Automated ELISA Setup (FOC)</b></p>	<ul style="list-style-type: none"> <li>• <b><u>Microplate Reader</u></b> <ul style="list-style-type: none"> <li>○ Adjustable Optical filters (already installed filters 405-630 nm) with at least 4 filters or better</li> <li>○ 220V-240V</li> <li>○ Easy to use with touch screen display and built in/external printer</li> <li>○ RS232/USB interface/ LAN port</li> </ul> </li> <li>• <b><u>Microplate Washer and Incubator</u></b> <ul style="list-style-type: none"> <li>○ Plate shaking ability</li> <li>○ Internal/external incubator, Minimum 2 plate incubator positions for temp range 25 to 37°C or better</li> <li>○ waste sensor</li> <li>○ 96-well microtiter plate</li> <li>○ 12 way or 8-way manifold or better</li> <li>○ LCD display and programmable washing</li> <li>○ Compatible UPS must be provided.</li> <li>○ <b>Make: USA/UK/Europe/Japan</b></li> </ul> </li> </ul>	<p align="center"><b>Required Quantity: 15</b></p>

**Bidder Signature and Stamp**

### 3. PROFORMA OF FINANCIAL PROPOSAL LOT-I (Eliza Kits & Machines)

**FIRM INFORMATION:**

**Name of Firm:** \_\_\_\_\_ **N.T.N:** \_\_\_\_\_

**Postal/Temporarily Address:** \_\_\_\_\_

**Permanent Address:** \_\_\_\_\_

**Phone No.:**

**GST/PST REG. No:**

Sr. No.	Name of Equipment	Estimated Quantity	Per kits & Pack Bid Price inclusive of all Taxes
1.	ELISA HEV(IgM) Kit Unit-96 well/kit	As mentioned in Bid Scope	
2.	ELISA HAV (IgM) Kit Unit-96 well/kit	As mentioned in Bid Scope	
3.	ELISA Typhoid/Salmonella (IgG) Kit Unit-96 well/kit	As mentioned in Bid Scope	
4.	TB Rapid Kit (Pulmonary) Nos	As mentioned in Bid Scope	
5.	Disposable Syringes BD Or Equivalent, (100 pc/pack)	700 Packs	
<b>Grand Total with all Applicable Taxes (Rs.)</b>			

**NOTE:**

- From Sr. 1 to Sr. 4, rates of per kit must be quoted. While from Sr. 5 rate of per pack (100 piece /Pack) must be quoted.
- Rate must be quoted on this proforma.
- Specifications of aforementioned Item(s) are same as mentioned in Technical Form.

*Bidder Signature and Stamp*



## **4. TECHNICAL REQUIREMENTS FOR LOT-I (Eliza Kits & Machines)**

### **Terms & Conditions:**

#### **Following Terms and Conditions are mandatory to participate for LOT-I.**

- 1.** Only Manufacturers OR authorized distributors/agents of the manufacturer shall be eligible to participate.
- 2. Manufacturing Origin:** Europe, USA or UK or Japan (Both for Instrument and Kits/Chemicals as well).  
**Note:** The Bidder should clearly mention name of the Manufacturer, Catalogue No. and Country of Origin of the quoted product.
- 3. Certification:** For quoted item/equipment the Bidder must submit;
  - a) Authorization certificate from the manufacturer
  - b) The Bidder must provide valid establishment license for manufacturing/import of medical devices issued by Drug Regulatory Authority of Pakistan (DRAP) (where applicable)
  - c) Certificates mentioning the availability of factory trained engineers for after sale services/maintenance repair.
- 4.** The equipment provided/placed must be CE/UNFPA/JMHLW/US FDA approval certification or prequalified by WHO. Certificates provided by the firm on its own letter head are not acceptable. CE marked by conformity assessment bodies (CABs) notified in NANDO database under the relevant European directive for medical devices of European Union will be accepted only.
- 5.** Provision of at least 2-3 qualified trained engineers for technical support in the Provincial Headquarter, as and when required.
- 6.** Comprehensive technical literature and specifications in original (English) for the quoted equipment must be attached.
- 7.** All issues of technical domain related to calibration, repair and maintenance etc., or any other related matter shall be resolved by the vendor within 24 hours.
- 8.** The Bidder shall provide Customer Relationship Management (CRM) reports/ Service Maintenance Reports of about 4-5 customers for the relevant instruments for the last 3-5 years.

9. The Bidder must provide satisfactory reports from at least 5 end users regarding placement of relevant instrument and provision of Kits (at least 1 shall be from Government sector).
10. The Bidder shall provide a clear statement for the availability of stocks (Both for Instrument as well as for Kits/chemicals/reagents)
11. The shelf life of quoted/provided items must be minimum 70%. Additionally, the Bidder must ensure the replacement in case if not consumed within the speculated time.
12. The aforementioned items must be delivered on quarterly basis keeping in view the expiry and optimum storage conditions.
13. During the Contract/Agreement Period, the Procuring Agency may from time to time, issue Purchase Orders for the purchase of item(s) in required quantities.
14. The Procuring Agency shall be under no obligation to purchase the item(s) from the contractor. Where the Procuring Agency selects to purchase the item(s) from the contractor, the Procuring Agency may purchase from time to time such quantities of the Item as it deems necessary during the Order Period.

***Bidder Signature and Stamp***

## 5. PROFORMA OF TECHNICAL PROPOSAL LOT-II (Tubes, Vials and Misc. Items)

Sr. No.	Name of Item	Specifications	Unit	Estimated Quantity
1.	Test Tube 5 ml (plastic)	<ul style="list-style-type: none"> <li>• Made of polystyrene (PS) (clear) or Polypropylene (PP) (translucent)</li> <li>• Packed in polybags</li> <li>• Round bottom</li> <li>• 5mL (12mm x 75mm)</li> </ul>	Nos	100,000
2.	Alcohol Swab Box (70%)	70% Isopropyl alcohol	100/Pack	400 Packs
3.	Saniplast box bandage (100 pc/box)	Medical Grade	100/Box	800 Boxes
4.	Gel Vial	(PET/Plastic, volume 3 ml, CE marked, 02-year shelf life, Separator gel with clot activator, cap color Preferably golden yellow, 100/pack)	100/Pack	1,500 packs
5.	EDTA Vial	(PET/Plastic, volume 3 ml, CE marked, 02-year shelf life, Additive: EDTA K2/EDTA K3, cap color: Preferably Lavender/purple 100/pack)	100/Pack	250 packs
<b>Total Estimated Cost with Taxes (PKR)</b>			<b>7,000,000</b>	
<b>Total Bid Security (PKR)</b>			<b>140,000</b>	

**Notes:**

- 1- Samples must be provided with Bids for Technical Evaluation.
- 2- Provision of all relevant documents/certificates along with the Bid Offer is Mandatory. Any document provided after closing date/time of the Bid Submission shall not be accepted.
- 3- Prices of aforementioned Item(s) must be filled on “**proforma of financial proposal**” and all pages should be duly signed and stamped.

***Bidder Signature and Stamp***

## 6. PROFORMA OF FINANCIAL PROPOSAL LOT-II (Tubes, Vials and Misc. Items)

**FIRM INFORMATION:**

**Name of Firm:** \_\_\_\_\_ **N.T.N:** \_\_\_\_\_

**Postal/Temporarily Address:** \_\_\_\_\_

**Permanent Address:** \_\_\_\_\_

**Phone No.:**

**GST/PST REG. No:**

Sr. No.	Name of Equipment	Estimated Quantity	Per pack Bid Price inclusive of all Taxes
1.	Test Tube 5 ml (plastic) Nos	100,000	
2.	Alcohol Swab Box (70%) (100 Pcs per pack)	400 Packs	
3.	Saniplast box bandage (100 Pcs per box)	800 Boxes	
4.	Gel Vial (100 Pcs per pack)	1,500 packs	
5.	EDTA Vial (100 Pcs per pack)	250 packs	
<b>Total Quoted Cost with All Applicable Taxes (PKR)</b>			

**NOTE:**

- From Sr. 1 rate of per No/unit must be quoted. While from Sr. 2 to Sr. 5 rates of per pack (100 piece /Pack) must be quoted.
- Rate must be quoted on this proforma otherwise Bid shall not be entertained.
- Specifications of aforementioned Item(s) are same as mentioned in Technical Form.

*Bidder Signature and Stamp*

## 7. FIRM PROFILE

Sr. No.	Descriptions	Details
1.	Firm Name	
2.	Postal Address	
3.	Permanent Address	
4.	Nature of Business	
5.	Owner's Name	
6.	CNIC	
7.	Mobile Number	
8.	Valid NTN Number	
9.	CDR Number	
10.	CDR Date	
11.	Bid security (Yes/No)	
12.	Bid Fee (Yes/No)	

**Note: Ensure that** all details are attached and the columns of details are filled according to above mentioned sequence.

***Bidder Signature and Stamp***

**8. BID SUBMISSION FORM**  
**(Company Letter Head)**

To,

Director General  
Punjab Food Authority  
83-C New Muslim Town, Lahore

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged and affirmed, the undersigned, offer to render [Project Title \_\_\_\_\_] in conformity with the said Bidding Documents for the sum of [total bid amount in words and figures \_\_\_\_\_] or such other sums as may be ascertained in accordance with the proforma of Financial Proposal attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, we ensure to provide the Items in accordance with the delivery schedule and the Agreement, and, prior to execution of the Agreement no right accrues.

If our Bid is accepted, we shall obtain the guarantee of a bank/CDR/Pay order in a up to 10% percent of the Agreement/Purchase order Price for the due performance of the Contract, in the form prescribed/ required by the Procuring Agency. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or as required by Procuring Agency under relevant clause of the Bid validity, and it shall remain binding upon us and shall be accepted at any time before the expiration of that period.

We further affirm that all the information/documents attached with the Bidding Documents are genuine/original/true copies and no document/information is fabricated or bogus.

In any case of doubt and at any stage of procurement process or thereafter for the verification purpose the Procuring Agency has right to seek the clarification from the undersigned and call any document / record to authenticate/verification of the submitted documents from undersigned or any institution.

We understand and no objection that Procuring Agency is not bound to accept the lowest or any received bid and may cancel the process at any time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[Signature] [In the capacity of]

Duly authorized to sign Bid for and on behalf \_\_\_\_\_

## 9. UNDERTAKING

### FOR NON-DISCLOSURE OF INFORMATION (Company Letter Head)

1. With reference to Items required by Procuring Agency for \_\_\_\_\_, it is hereby asseverated and acknowledged that the confidential/sensitive or any other restricted information provided/acquired by Procuring Agency during the period of our contract period shall be solely used for the intended purpose only. The undersigned Bidders/Contractor shall be under obligation not to share any confidential data or such data/information prohibited by Procuring Agency with any person/ kinsman during or after the completion/termination of the Agreement.
2. If there is a requirement for sharing of any information/data etc., related to procuring Agency with any other person, authority, department, entity or public or private institution, company etc., the undersigned Bidders/Contractor shall not share any information/data without prior permission from the competent authority of Procuring Agency, for such purpose.
3. In case of any breach related to non-disclosure of data, undersigned Bidders/Contractor shall be bound to accept the responsibility and to pay any damages/loss determined by Procuring Agency or any other penalty imposed by Procuring Agency. Moreover, Procuring Agency reserves the right to initiate any legal proceedings against the undersigned before the court of competent jurisdiction and in such case the undersigned shall bear all the expenditures borne by the Procuring Agency in relation to the court proceedings.
4. The above undertaking is correct and true to the best of my knowledge and belief. We have read and understood the above contents and accepted/signed the same without any duress, undue influence or pressure, coercion and with my free consent.

Name \_\_\_\_\_ Signature \_\_\_\_\_

## 10. DOCUMENT CHECKLIST

Bidder should provide these and other documents if mention in the Bidding Documents:

SR.	DOCUMENTS REQUIRED	ATTACHED
1.	Bid Security (Original) Lot-wise	
2.	Proforma of Technical Proposal	
3.	Valid Income Tax Registration Number (Status Active with FBR)	
4.	Valid GST/PST Registration Number (Status Active) 100% Compliance	
5.	Submission of undertaking on valid E-stamp Paper of Rs. 1,200.	
6.	Professional Tax Certificate 2024-25 Must be with Challan Form	
7.	Income Tax Returns of last 3 years	
8.	Years of establishment (From Registration date of NTN)	
9.	Relevant Purchase orders and agreement lot-wise as required	
10.	Proof of Relevant Experience (sale/ supply/ placement) copy of signed Purchase orders with values(amount)	
11.	Financial Worth <ul style="list-style-type: none"> <li>• Bank statement from 01-07-2023 to 31-12-2024</li> <li>• Account Maintenance Certificate</li> <li>• Both documents must be signed and stamped by bank</li> </ul>	
12.	Financial Proposal Form	
13.	Undertaking for Non-Disclosure of Information on company letter head	
14.	Bid Submission Form on company letter head	
15.	Firm Detail Form on company letter head	
16.	Sample of items (where required)	

**Note:** This checklist is made only for the use of Bidder to check/ confirm its documents attachment, which is not the part of the Bidding Documents. In case of any conflict between check list and Bidding Documents the words or figures/ statement given in Bidding Documents shall prevail.



AGREEMENT

BETWEEN

PUNJAB FOOD AUTHORITY

- and -

[THE CONTRACTOR]

RELATING TO  
[INSERT DESCRIPTION]

**DATED [•]**

**Important Note;** This draft is only a template which shall be reviewed, reformatted accordingly, at the time of signing of the contract in accordance with the requirements of the Procuring Agency. This Agreement shall be made on stamp paper of Rs. 1,200/-.

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**THIS AGREEMENT** is made on [●], at Lahore, Pakistan.

**BETWEEN:**

- (1) **PUNJAB FOOD AUTHORITY**, a statutory body constituted pursuant to section 3 of the Punjab Food Authority Act, 2011, with its office located at 83-C, New Muslim Town, Lahore, Punjab, Pakistan (“**Procuring Agency**” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in interest, administrators and permitted assigns); and
- (2) **[INSERT NAME OF CONTRACTOR]**, **[insert description of contractor (company, partnership etc.)]** established under the Laws of Pakistan having place of business located at [●] (the “**Contractor**” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in interest, administrators and permitted assigns).

**RECITALS:**

- (A) The Contractor was selected as the qualified bidder for the Provision of [●] in terms of the Bidding Documents and issued the letter of Acceptance dated [●] by the Procuring Agency.
- (B) In accordance with the requirements of the Bidding Documents, the Parties are entering into this Agreement.
- (C) This Agreement sets out detailed terms and conditions on which the Contractor will supply on demand of the Procuring Agency.
- (D) The procuring agency (PFA) on the basis of quoted unit rates may issue work order as per availability of budget.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

- 1.1.1 Except where the context requires otherwise, the capitalised terms used in this Agreement (including the recitals) shall have the following meanings:

“**Agreement**” means this Agreement and all appendices hereto;

“**Authority**” means the Punjab Public Procurement Regulatory Authority, established under the PPRA Act;

“**Bid**” means proposal submitted by the Contractor in response to the Bidding Documents;

“**Contractor**” has the meaning given to it in the preamble;

“**Corrupt Practice**” has the meaning given to it in PPRA Act;

**“Effective Date”** means the date on which the Parties have signed this Agreement;

**“Force Majeure Event”** means any event beyond the reasonable control of a Party and which by the exercise of diligence and reasonable care could not be overcome by the affected Party such as strikes, lock-outs or other industrial disturbances (other than strikes by the staff of the Contractor), acts of war, wars whether declared or not, terrorism, blockades, insurrection, riots, landslides, earthquakes, storms, lightning, floods, civil disturbances, explosions or other acts of nature;

**“Inspection Committee”** means the committee notified by the Procuring Agency for inspection of Items;

**“Law”** means all federal, provincial and local laws of Pakistan, and all orders, rules, regulations, executive orders, statutory regulatory orders, decrees, judicial decisions, notifications, or other similar directives issued by a competent authority in Pakistan, as any of them may be amended, substituted, replaced or re-promulgated from time to time;

**“Parties”** means collectively the Procuring Agency and the Contractor, and **“Party”** means any of them;

**“PPRA Act”** means the Punjab Procurement Regulatory Authority Act, 2009 (including any amendments, modifications or any re-enactment thereof);

**“PPR”** means the Punjab Procurement Rules, 2014 framed under the PPRA Act (including any amendments, modifications or any re-enactment thereof);

**“Procuring Agency”** has the meaning given to it in the preamble;

**“Term”** means the period commencing from the Effective Date to a year;

## **1.2 Interpretation**

1.2.1 In this Agreement, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (e) references to clauses and appendices are, unless the context otherwise requires, references to clauses or appendices to this Agreement;

- (f) a reference to any legislation or legislative provision includes any statutory modification, amendment, or re-enactment of or legislative provision substituted for, and any subordinate legislation under that legislation or legislative provision;
- (g) unless otherwise provided herein, whenever a consent or approval is required by one Party from the other Party, such consent or approval shall not be unreasonably withheld or delayed;
- (h) except as provided in clause 7.4 (*Confidentiality*), nothing shall be construed or interpreted as limiting, diminishing or prejudicing in any way the rights of the Procuring Agency to claim any benefit provided under applicable Laws (whether in effect at the Singing Date or in the future);
- (i) headings shall not be taken into consideration in the interpretation of this Agreement;
- (j) the words “including”, “includes” and any variants of those words will be read as if followed by the words “without limitation”;
- (k) any reference to a party includes its respective successors in interest and permitted assigns, from time to time; and
- (l) a reference to business day(s) hereunder will be construed as a reference to a day on which banks are open for business in Punjab, Pakistan.

## **2. THE PROCURING AGENCY**

### **2.1 Instructions**

- 2.1.1 During the Term, the Procuring Agency may issue to the Contractor, from time to time, such instructions as it deems fit to ensure the Contractor performs its obligations under this Agreement. Each such instruction shall be issued in writing and shall be binding on the Contractor.

### **2.2 Procuring Agency’s Representative**

- 2.2.1 The Procuring Agency shall designate one or more persons as its representative to act on its behalf under this Agreement and to perform such functions as may be delegated to it by Procuring Agency.
- 2.2.2 Unless and until the Procuring Agency notifies the Contractor otherwise, the Procuring Agency’s representative shall be deemed to have the full authority of the Procuring Agency under this Agreement, except in respect of clause 4 or any right to amend this Agreement.
- 2.2.3 If the Procuring Agency wishes to replace any person appointed as its representative, the Procuring Agency shall give the Contractor not less than 3 days’ notice of the

replacement's name, address, duties and authority, and of the date of appointment.

### **3. THE CONTRACTOR**

#### **3.1 Contractor's General Obligations**

3.1.1 The Contractor hereby covenants with the Procuring Agency that it shall:

- (a) ensure that all consents, orders, authorizations, waivers, approvals and any other actions, or registrations, declarations or filings with, any person, board or body, public or private, that are required to be obtained by the Contractor in connection with the execution, delivery or performance of this Agreement will be obtained as and when required under the applicable laws (including Laws);
- (b) comply with all other obligations set out in this Agreement.

3.1.2 Any data or information received by the Contractor, from the Procuring Agency, its representative or the Inspection Committee or any approval or certification given to the Contractor from the Procuring Agency, shall not relieve the Contractor from its responsibility for delivery of Item, as per the Specifications.

#### **3.2 Contractor's Representative**

3.2.1 The Contractor shall appoint one or more persons as its representative, to act on behalf of the Contractor under this Agreement, having all authority necessary to act on the Contractor's behalf under this Agreement.

3.2.2 The Contractor shall not, without the prior consent of the Procuring Agency, revoke the appointment of its representative or appoint a replacement.

3.2.3 The Contractor's representative may, with prior notice to the Procuring Agency, delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation.

3.2.4 The appointment of a representative by the Contractor shall not relieve the Contractor of its obligations under this Agreement.

#### **3.3 Unforeseeable Difficulties**

3.3.1 Except as otherwise stated in this Agreement:

- (a) the Contractor shall be deemed to have obtained all necessary information as to potential risks, contingencies and other circumstances which may influence or affect its obligations under this Agreement; and
- (b) by signing this Agreement, the Contractor accepts total responsibility and risk for having foreseen all difficulties and for performing its obligations under this

Agreement.

### **3.4 Contractor's acknowledgements and undertakings**

3.4.1 The Contractor acknowledges and confirms that:

- (a) it has investigated, evaluated and considered all factors in accordance with this Agreement, and no claim whatsoever, including claims regarding extension of timeline, shall be entertained by the Procuring Agency.

### **3.5 Contractor's Representations and Warranties**

3.5.1 The Contractor represents and warrants to the Procuring Agency that:

- (a) it has all requisite power and authority to conduct its business and to execute, to deliver and to perform its obligations under this Agreement;
- (b) there are no proceedings pending, or to the best of its knowledge, threatened for the liquidation or bankruptcy of the Contractor or that could materially adversely affect the performance by the Contractor of its obligations under this Agreement;
- (c) this Agreement has been duly authorised, executed and delivered by it and constitutes its legal, valid and binding obligation;
- (d) the execution and delivery of, and performance of its obligations under this Agreement by the Contractor does not and, will not constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to it, its assets or its businesses; and
- (e) it has adequate expertise and personnel to comply with its obligations under this Agreement.

## **4. TERMINATION AND BLACKLISTING**

### **4.1 Termination for Default**

4.1.1 The Procuring Agency, without prejudice to any other remedy for breach of contract under Law, by written notice to the Contractor, may terminate this Agreement:

- (a) if the Contractor fails to perform any other obligation(s) under this Agreement;
- (b) any material litigation is commenced against the Contractor which materially impacts its performance of this Agreement;
- (c) if the Contractor, in the judgment of the Procuring Agency, has engaged in Corrupt Practices.

- 4.1.2 As soon as practicable after issuance of a notice of termination under clause 4.1.1, the Procuring Agency shall determine whether any sums are due and payable to the Contractor in terms of this Agreement, for the obligations which the Procuring Agency considers have been completed in accordance with this Agreement. After deducting amounts representing any losses, damages and extra costs that may have been incurred by the Procuring Agency, the Procuring Agency shall pay any balance due to the Contractor.

## **4.2 Termination for Insolvency**

- 4.2.1 The Procuring Agency may at any time terminate this Agreement by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

## **4.3 Termination for Convenience**

- 4.3.1 The Procuring Agency may at its absolute discretion and at any time, terminate this Agreement for convenience by giving at least 15 days' notice to the Contractor, whereupon this Agreement shall terminate on the date of termination specified therein.

## **4.4 Blacklisting Mechanism**

- 4.4.1 The Procuring Agency may, in terms of the PPR read with PPRA Act, for a specified period, debar the Contractor from participating in any public procurement, if the Procuring Agency determines that the Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform its obligation under this Agreement; or
- (c) indulged in any Corrupt Practice.

- 4.4.2 If Procuring Agency debars a Contractor, the Procuring Agency:

- (a) shall forward the decision to the Authority for publication on its website; and
- (b) may request the Authority to debar the Contractor for procurement of all "*procuring agencies*" as defined in the PPRA Act.

## **5. FORCE MAJEURE**

- 5.1** If either Party considers that a Force Majeure Event has occurred which may affect performance of its obligations under this Agreement, it shall promptly notify the other Party giving details of the nature, the probable duration and the likely effect of the Force Majeure Event within 7 days of its occurrence.



- 5.2** Provided a notice has been duly given by the affected Party in accordance with clause 5.1, then during the duration of any Force Majeure Event, neither Party will be responsible or liable to the other for any failure or delay in performance of its obligations or be deemed to be in breach of this Agreement, to the extent that such failure or delay is caused by a Force Majeure Event.
- 5.3** The affected Party shall give notice to the other Party when it ceases to be affected by the Force Majeure Event.
- 5.4** The affected Party will use all reasonable efforts and will ensure that it uses all reasonable efforts to mitigate the effects of a Force Majeure Event. The affected Party will continue to perform its obligations under this Agreement as far as it is reasonably practical and will seek all reasonable alternative means for performance of its obligations not prevented by the Force Majeure Event.
- 5.5** In case of occurrence of a Force Majeure Event, provided that the Contractor is in compliance with its other obligations under the Agreement, the Contractor, in the sole determination of the Procuring Agency:
- (a) shall not be liable for any failure or delay in performing its obligations under or pursuant to this Agreement during the existence of such Force Majeure Event; and
  - (b) shall be entitled to an extension to any timelines under this Agreement, provided, that (i) in no event shall the Term be extended and (ii) no relief, including without limitation the extension relevant timelines, shall be granted to the Contractor to the extent that such failure or delay would have nevertheless been experienced by the Contractor had the Force Majeure Event not occurred or that such failure or delay was caused by the failure of the Contractor to comply with its obligations under this Agreement.
- 5.6** If a Force Majeure Event occurs which continues for a period exceeding 60 consecutive days, the Procuring Agency may give to the Contractor a notice of termination of this Agreement which shall take effect 30 days after the giving of the notice.

## **6. DISPUTE RESOLUTION**

### **6.1 Amicable Settlement**

- 6.1.1 The Parties agree to attempt to resolve any dispute arising under this Agreement promptly, amicably and in good faith. Each Party shall designate a representative who shall be entitled to enter into discussions to resolve by amicable agreement any dispute in connection with this Agreement.

### **6.2 Arbitration**

- 6.2.1 Any dispute arising out of or in connection with this Agreement that has not been

resolved amicably in accordance with clause 6.1.1, shall be settled by arbitration in accordance with the Arbitration Act, 1940 (as amended, supplemented or modified), by concern Secretary, Government of Punjab.

6.2.2 The arbitration proceedings, and the award shall be rendered in the English language.

6.2.3 The arbitration shall be conducted in Lahore, Pakistan. Except as awarded by concern Secretary of Punjab Food Authority, Government of Punjab, each Party shall be responsible for its own costs incurred by it in connection with an arbitration hereunder.

6.2.4 The decision of concern Secretary of Punjab Food Authority, Government of Punjab shall be final and binding upon the Parties. Judgment upon the award rendered by concern Secretary, Government of Punjab, may be entered in any court of competent jurisdiction. The Party in whose favor the award is given may enforce such award or judgment in any jurisdiction, including any jurisdiction where the other Party's assets may be located.

### **6.3 Performance to Continue During Dispute**

6.3.1 Notwithstanding any reference of a dispute to the amicable settlement or arbitration herein, the Parties shall (to the extent practicable) continue to perform their respective obligations under this Agreement unless they otherwise agree.

## **7. MISCELLANEOUS**

### **7.1 Communications**

7.1.1 Except as expressly provided in this Agreement, every certificate, notice, instruction, direction, order, consent or decision to be given under this Agreement shall be given in writing to the respective addressee at the corresponding address specified below (or such other address and / or addressee as the Parties may notify to each other) in writing upon 07 days advance notice and shall be effective when received) and shall be deemed effective as follows:

- (a) if delivered personally, upon delivery;
- (b) if sent by post, upon certified receipt;
- (c) if sent by a courier service, upon receipt;
- (d) if sent by e-mail, upon a returned receipt.

7.1.2 If to Contractor:

Address: [●]

Tel.: [●]

Email: [●]  
Attention: [●]

If to Procuring Agency:

Address: [●]  
Tel.: [●]  
Email: [●]  
Attention: [●]

## **7.2 Law and Language**

- 7.2.1 This Agreement shall be governed by and construed in accordance with the laws of Pakistan.
- 7.2.2 If there are versions of any part of this Agreement which are written in more than one language, the English language version shall prevail.
- 7.2.3 The language for all communications, documents, equipment interface and signage to be provided or required under this Agreement shall be English. The Contractor shall not be entitled to an extension of time, or to any costs incurred in each case for arranging English language translations for any communications, documents, equipment interface and signage to be provided or required under this Agreement.

## **7.3 Assignment**

- 7.3.1 The Contractor shall not be entitled to assign, either in whole or in part, any of its rights and obligations under this Agreement to any party without the prior written consent of the Procuring Agency.

## **7.4 Confidentiality**

- 7.4.1 The Contractor shall hold (and shall procure that its representatives shall hold) in confidence all documents and other information whether technical or commercial supplied to it by or on behalf of the Procuring Agency and all information and documents obtained by it in the course of any inspection performed in accordance with the terms of this Agreement, and shall not, save as required by Law, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required to perform its obligations under this Agreement.
- 7.4.2 The provisions set out in clause 7.4.1 shall not apply to:
  - (a) any information in the public domain otherwise than by breach of this Agreement;
  - (b) information in the possession of the Contractor before divulgence as aforesaid, and which was not obtained under any obligation of

confidentiality; and

- (c) information obtained from a third party who is free to divulge the same, and which is not obtained under any obligation of confidentiality.

## **7.5 Compliance with Laws**

7.5.1 The Contractor shall, in performing its obligations under this Agreement, comply with all applicable Laws. Unless otherwise stated in this Agreement (including the Specifications):

- (a) the Contractor shall bear costs of stamp duties and similar charges (if any) imposed by laws in Pakistan in connection with entry into this Agreement;
- (b) the Contractor shall obtain and maintain all necessary consents and approvals as may be required for performing its obligations under this Agreement; and
- (c) any fines imposed upon or other penalties incurred by the Contractor for non-compliance with the applicable laws (including Laws) or other actions taken pursuant thereto (including in relation to any consents and approvals) shall not be reimbursed by the Procuring Agency but shall be the sole responsibility of the Contractor.

## **7.6 No Liability for Review**

7.6.1 No review, non-objection, approval or acceptance by the Procuring Agency (or the Inspection Committee) of any agreement, document or instrument proposed by the Contractor shall relieve the Contractor from any liability that it would otherwise have had in the preparation of such agreement, document, instrument, or failure to comply with applicable laws (including Laws) or to satisfy its obligations under this Agreement, except as otherwise specified in this Agreement. The Procuring Agency (or the Inspection Committee) is not liable to the Contractor or any other person by reason of its review, non-objection, approval or acceptance of any agreement, document or instrument, except as otherwise specified in this Agreement.

## **7.7 No Waiver**

7.7.1 No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement:

- (a) shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character; or
- (b) shall be effective unless in writing duly executed by a duly authorised

representative of such Party; or

- (c) the waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.

7.7.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

## **7.8 Relationship of the Parties**

7.8.1 This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

## **7.9 Survival**

7.9.1 Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination, including, without limitation, warranties, remedies, promises of indemnity and confidentiality.

## **7.10 Affirmation**

7.10.1 The Contractor declares and affirms that it has not paid nor has it undertaken to pay and that it shall in the future not pay any bribe, pay-offs, kick-backs or unlawful commission and that it has not in any other way or manner paid any sums, whether in Pakistani currency or foreign currency and whether in Pakistan or abroad, or in any other manner given or offered to give any gifts and presents in Pakistan or abroad to any person or company to procure this Agreement, and the Contractor undertakes not to engage in any of the said or similar acts during the term of and relative to this Agreement.

## **7.11 Priority of Documents**

7.11.1 The documents forming this Agreement are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) this Agreement (other than the appendices);
- (b) the Specifications;
- (c) the appendices (other than those mentioned above);

- (d) the Bid; and
- (e) any other documents forming part of this Agreement.

### **7.12 Agreement Modification**

- 7.12.1 No oral or written modification of this Agreement, either, before or after its execution, shall be of any force or effect unless such modification is in writing and signed by the Parties.

### **7.13 Severability**

- 7.13.1 In the event of any part of this Agreement being ineffective, such part shall be deemed to be severed and the validity of the remaining portion shall not be affected, provided such ineffectiveness is without prejudice to the essence of this Agreement. Notwithstanding, the provisions of the preceding sentence, should any term or provision of this Agreement be found to be invalid by any relevant authority having jurisdiction thereof, the Procuring Agency shall immediately take such steps as it may deem necessary to eliminate such invalidity.

### **7.14 Limitation of Liability**

- 7.14.1 No Party shall be liable to the other in contract, tort, warranty, strict liability, or any other legal theory for any indirect, consequential, incidental, punitive, or exemplary damages, except as expressly provided herein.

### **7.15 Indemnity**

- 7.15.1 The Contractor shall indemnify and hold harmless the Procuring Agency, its representatives and the Inspection Committee, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of any loss or bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of this Agreement by the Contractor or its representatives.

### **7.16 Extension of Agreement**

- 7.16.1 This agreement may be extended for further two years or as per PPRA rules, subject to the availability of fund, annual review, and assessment, depending upon the performance of the Contractor & price reasonability.

**APPENDIX 1 – ITEM**

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<b>Sr. No.</b>	<b>Item's Description</b>	<b>Lot Price</b>	<b>Specifications</b>
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**SIGNATURE PAGES**

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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**PUNJAB FOOD AUTHORITY**

Signature \_\_\_\_\_

Name (block capitals) \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name (block capitals) \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name (block capitals) \_\_\_\_\_

**CONTRACTOR NAME**

Signature \_\_\_\_\_

Name (block capitals) \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name (block capitals) \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name (block capitals) \_\_\_\_\_