



**Government of Pakistan**  
**DRUG REGULATORY AUTHORITY OF PAKISTAN**  
**Ministry of National Health Services,**  
**Regulations and Coordination**

**TENDER DOCUMENTS**

For

**PURCHASE OF PHARMACY**  
**REFRIGERATORS FOR DRAP**

**Financial Year 2021-22**



No.F.19-1/2021-Admin-II [Refg.]  
**Government of Pakistan**  
**Drug Regulatory Authority of Pakistan**  
Ministry of National Health Services, Regulations & Coordination  
T.F. Complex, 7-Mauve Area, G-9/4, Islamabad.

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## **INVITATION TO BID**

### **(PURCHASE OF PHARMACY REFRIGRATORS)**

Drug Regulatory Authority of Pakistan, is an autonomous body of the Federal Government established under the DRAP Act, 2012, invites sealed bids from firms /distributors / suppliers registered with Income Tax and Sale Tax Departments and are on Active Taxpayers List of FBR, for purchase of Pharmacy Refrigerators to meet the requirement of Drug Regulatory Authority of Pakistan (DRAP), Islamabad during the financial year 2021-2022. Single stage two envelope procedure under the PPRA rules shall be followed for submission of bids. Bidding documents containing schedule of requirements can be obtained from the office of undersigned (Admin-II Section) First Floor, T.F. Complex G-9/4, Islamabad during office hours on payment of Rs.2,000/- through pay order in favor of Drug Regulatory Authority of Pakistan, Islamabad as non-refundable bidding documents fee for each set or the same can be downloaded from DRAP & PPRA websites i.e. [www.dra.gov.pk](http://www.dra.gov.pk) & [www.ppra.org.pk](http://www.ppra.org.pk). The bids prepared in accordance with instructions in the bidding documents, must reach the office of the undersigned by **8<sup>th</sup> February, 2022 at 11.30 AM**. Bids will be opened on the same day at **12.00 PM** at DRAP Office Islamabad.

**(Hamza Zubaid Malik)**  
Assistant Director (ADMIN-II)  
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## **1. Invitation to Bid**

Drug Regulatory Authority of Pakistan, an autonomous body of the Federal Government established under the DRAP Act, 2012, invites sealed bids from suppliers registered with Income Tax and Sale Tax Departments and are on Active Taxpayers List of FBR, for purchase and supply of Pharmacy Refrigerators to meet the requirement of Drug Regulatory Authority of Pakistan (DRAP), Islamabad during the financial year 2021-2022.

### **1.1. Rules to be followed**

Public Procurement Rules, 2004 shall be followed in this procurement activity, which can be obtained from PPRA website i.e. www.ppra.org.pk. In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the PPRA Rules, 2004.

### **1.2. Mode of Advertisement**

As per Rule 12(2) & Rule 12(3) of PPRA Rules, 2004, the tender notice has been published in two daily newspapers as well as placed on PPRA's website i.e. www.ppra.org.pk and DRAP website i.e. www.dra.gov.pk.

### **1.3. Type of Open Competitive Bidding**

As per Rule 36(b) of PPRA Rules, 2004, single stage – two envelope procedure as detailed below shall be followed:

#### **(b) Single stage – two envelope procedure.-**

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) the envelopes shall be marked as "FINANCIALPROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- (iii) initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- (iv) the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- (v) the procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (vi) The technical proposals shall be evaluated for compliance to technical requirement of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
- (vii) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (viii) the financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (ix) after the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (x) the bid found to be most advantageous bid shall be accepted.

In accordance with these rules, interested companies (hereinafter referred to as "Bidders") applying for bids should submit their **Technical Bid and Financial Bid in two separate envelopes** duly marked as per instructions.

## **2. Instructions to bidders**

2.1. All bids must be accompanied with the Tender Security in favor of "**Drug Regulatory Authority of Pakistan, Islamabad**". The bids along with tender security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box, placed at reception of Drug Regulatory Authority of Pakistan, Islamabad on or before the closing date and time as mentioned in tender notice. The Technical bids will be publicly opened in the Committee Room of Drug Regulatory Authority of

Pakistan, Telecom Foundation (T.F) Complex, 7-Mauve Area, G-9/4, Islamabad on date & time as mentioned in the tender notice.

2.2. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the tender items must be received in writing to the Purchaser within the first ten days from the date of Tender advertisement. Any query received after that period shall not be entertained.

2.3. Bidders are also required to state, in their proposals, the name, title, 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.

2.4. The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

2.5. The Purchaser reserves the right to cancel the tender, accept or reject one or all bids under Rule 33 of the PPRA Rules, 2004.

2.6. Failure to supply required items/services within the specified time period will invoke penalty as specified in this tender document.

### **3. Definitions**

In this document, unless there is anything repugnant in the subject or context:

3.1. "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.

3.2. "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.

3.3. "Authority" means Drug Regulatory Authority of Pakistan (DRAP)

3.4. "Bidder/Tenderer" means the Firm/Company/Supplier/Distributors fulfilling the eligibility criteria and participating in the tender for purchase / supply of Pharmacy Refrigerators as per provision of tender document/ contract.

3.5. "Contractor" means the person/firm/company whose Tender has been accepted and awarded letter of intent followed by the Contract by the Purchaser.

3.6. "Purchaser" means the Drug Regulatory Authority of Pakistan (DRAP), Islamabad, or any other person for the time being or from time to time duly appointed in writing by it to act on its behalf for the purposes of the Contract.

3.7. "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

3.8. "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.

3.9. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.10. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.

3.11. "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damages in Goods and Services provided, under the Contract.

3.12. "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

3.13. "Day" means calendar day.

3.14. "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

3.15. "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.

3.16. "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.

3.17. "Prescribed" means prescribed in the Tender Document.

3.18. "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

3.19. "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

3.20. "Works" means work to be done by the Contractor under the Contract.

3.21. "Inventory List" means a list of equipment/ supplies bearing details of make/ model/quantity/unit price/ warranty/location of supply/ installation/ manufacturer/authorized workshop, duly signed by the Contractor and verified by the Client.

#### **4. Tender scope**

4.1. Drug Regulatory Authority of Pakistan (DRAP), (hereinafter referred to as "the Purchaser" invites/ requests proposals, hereinafter referred to as "the Tenders") for purchase / supply Pharmacy Refrigerators including but not limited to the following:

4.1.1. Supply/ installation/ deployment/ testing/ commissioning and training of Pharmacy Refrigerators as per technical specifications (**Annexure-A**) and terms and conditions of tender.

4.1.2. The Contractor will provide the support services for the offered product(s) even the support for the same product would have been discontinued by the OEM (original equipment manufacturer).

#### **5. Tender Eligibility**

5.1. Eligible Tenderer is a Tenderer who:

5.1.1. has a registered office in Pakistan;

5.1.2. has required relevant experience;

5.1.3. has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.

5.1.4. is manufacturer of Goods / provider of Services or authorized dealer/supplier/reseller agent of original manufacturer of Goods / provider of Services.

5.1.5. Conforms to the clause of "Responsiveness of Bid" given hereunder in this tender document.

5.1.6. Goods and Services can only be supplied / sources / routed from "origin" in "eligible" member countries.

5.1.6.1. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

5.1.6.2. "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

#### **6. Tender Cost**

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

#### **7. Joint Venture**

Joint venture firms are not eligible for this tender. Only those firms which are validly registered with sales tax and income tax departments and having sound financial strengths can participate in the tender.

## **8. Examination of the Tender Document**

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

## **9. Clarification of the Tender Document**

The prospective bidders may solicit clarification of the Tender Document at [admin-ii@dra.gov.pk](mailto:admin-ii@dra.gov.pk), within 10 days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders through their official emails. Late and irrelevant queries will not be entertained.

## **10. Amendment of the Tender Document**

10.1. The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All such amendment(s)/ addendum(s) shall be deemed part of the Tender Document and binding on the Bidder(s).

10.2. The Purchaser shall notify the amendment(s)/ addendums in writing to the prospective Tenderers.

10.3. The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **11. Preparation / Submission of Tender**

11.1. The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

11.2. The Tender shall be filed in / accompanied by the prescribed Forms, annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be submitted.

11.3. The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

11.4. The Technical Proposal shall comprise the following, without quoting the price:

11.5. Technical Proposal Form (**Annexure-B**)

11.6.1. Affidavit (Integrity Pact) and Undertaking (All terms & conditions and qualifications listed anywhere in the tender document have been satisfactorily vetted and agreed) (**Annexure-C&D**)

11.6.2. Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)

11.6.3. Authorization Certificate / document from the principal / manufacturer.

11.6.4. Evidence of eligibility of the Tenderer and the Goods

11.6.5. Evidence of conformity of the Goods / the Services to the Tender Document

11.6.6. Undertaking and Evidence that the quoted Goods are genuine, brand new, non- refurbished, unaltered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials; and that the rates quoted are best rates and not more than the rates being charged to other Government/ private organizations in the market.

11.6.7. Technical Brochures / Literature

11.6.8. Details of Warranty and After-Sale Service

- 11.6.9. The statement must be signed by the authorized representative of the Bidder
- 11.6.10. Valid Registration Certificate for Income Tax & Sales Tax
- 11.6.11. Income Tax & Sales Tax Returns for the last three tax years
- 11.6.12. Power of Attorney, if an authorized representative is appointed
- 11.7. The Financial Proposal shall comprise the following:
- 11.7.1. Financial Proposal Form (**Annexure-F**)
- 11.7.2. Price Schedule (**Annexure-G**)
- 11.7.3. Tender Security amounting to Rs.250,000/-
- 11.8. The Tenderer shall seal the Original Technical Proposal / Bid in an envelope duly marked as under

Original Technical Proposal for  
Tender Name. [Name of Tender]  
Item(s) No.

[Name of the Purchaser]  
[Address of the Purchaser]

[Name of the Tenderer]  
[Address of the Tenderer]  
[Phone No. of the Tenderer]

- 11.9. The Tenderer shall follow the same process for the Financial Proposal / Bid.
- 11.10. The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Proposal for  
Tender Name. [Name of Tender]  
Item No.

Strictly Confidential  
Open on [Last Date of submission of the Tender]  
[Name of the Purchaser]  
[Address of the Purchaser]

[Name of the Tenderer]  
[Address of the Tenderer]  
[Phone No. of the Tenderer]

- 11.11. This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

## **12. Tender Price**

- 12.1. The quoted price shall be:
- 12.1.1. Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 12.1.2. Accompanied by a certificate that the offered prices are not more than the prices charged from any agency (Government & Private) in Pakistan and in case of any discrepancy the bidder thereby undertake to refund excess amount (To be provided with technical proposal).
- 12.1.3. In Pak Rupees;
- 12.1.4. Inclusive of all taxes, duties, levies, insurance (if necessary), and freight, etc.



12.2. If not specifically mentioned in the Bid(s), it shall be presumed that the quoted price is as per the above requirements.

12.3. Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).

12.4. In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item.

### **13. Tender Security**

13.1. The Tenderer shall furnish the Tender Security as under:

13.1.1. As part of financial bid envelope, failing which will cause rejection of bid.

13.1.2. Tender security should be in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser,;

13.1.2. A sum of Rs.250,000/- as Tender Security.

13.1.3. Denominated in Pak Rupees;

13.2. The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any /all of the following conditions:

13.2.1. If the Tenderer withdraws the Tender during the period of the Tender validity.

13.2.2. If the Tenderer does not accept the corrections of his Total Tender Price; or

13.2.3. If the Tenderer is found of making any false statement in the tender to influence/ mislead the Purchaser.

13.2.4. If the tenderer fail to supply the items according to specifications and warranty.

13.3. The Tender security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid will be returned the tender security only. **The Tender Security of successful bidder shall be retained.**

13.4. Tender Security of successful bidder shall be returned after completion of project, satisfactory performance and Warranty. The tender security must be valid till warranty period.

### **14. Tender Validity**

The Tender shall have a minimum validity period of ninety days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without the Tender security being forfeited

### **15. Modification / Withdrawal of the Tender**

15.1. The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

15.2. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

### **16. Opening of the Tender**

16.1. Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation.

16.2. The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

### **17. Clarification of the Tender**

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Purchaser.

### **18. Determination of Responsiveness of the Bid**

18.1. The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

- 18.1.1. meets the eligibility criteria for the Tenderer / the Goods / the Services;
- 18.1.2. meets the Technical Specifications for the Goods / the Services;
- 18.1.3. meets the delivery period / point for the Goods / the Services;
- 18.1.4. meets the rate and limit of liquidated damages;
- 18.1.5. offers fixed price quotations for the Goods / the Services;
- 18.1.6. is accompanied by the required Tender Security as part of financial bid envelope;
- 18.1.7. is otherwise complete and generally in order;
- 18.1.8. Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

18.2. A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

18.3. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

### **19 TECHNICAL BID EVALUATION CRITERIA**

19.1.1. The bids will be evaluated in two steps. The first step would ensure that mandatory requirements are met by the bidder. In the second step financial proposals of only those firms which are technically qualified will be evaluated.

19.2.2. The bids will be evaluated in a manner prescribed above, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said clauses.

19.3.3. Thereafter bidders with the lowest quote based on financial proposal will be declared successful. Bidder may apply for any item or multiple item but the proposal, and each item will be evaluated separately.

Category	Description	Requirement	Correspondence Page in Proposal
	Valid Income Tax Registration (Status = Active with FBR)	Mandatory	
	Valid General Sales Tax Registration (Status = Active with FBR)	Mandatory	
	At least 03 years of experience in dealing with Pharmacy Refrigerator/relevant business	Mandatory	
	Bid/Tender security amounting to Rs. 250,000/-	Mandatory	
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan or abroad.	Mandatory	

<b>Eligibility Criteria</b>	Price Reasonability Certificate as per tender document clause 12.1.2. (to be provided with Technical proposal)	Mandatory	
	Office in Pakistan	Mandatory	
	OEM/ Authorized Dealer / Agent Certificate/Reseller along-with OEM Dealership Evidence as applicable.	Mandatory	
	The Supplier has to provide OEM Conformance Certificate. DRAP may approach the OEM to confirm the authenticity of the document submitted and if found false, the Supplier to be penalized as per rules.	Mandatory	
	Certificate of Authorized dealer/Manufacturer/Supplier of the Company	Mandatory	
	Affidavit (Integrity Pact) and Undertaking (All terms & conditions and qualifications listed anywhere in the tender document have been satisfactorily vetted and agreed) ( <b>Annexure-C&amp;D</b> ) as per clause 11.7.1.	Mandatory	

*Note: Firm(s) meeting the above mentioned eligibility criteria will be declared technically responsive. (If any of the required document not provided by any of the firm will be declared technically non-responsive)*

#### **19(a). Correction of errors / Amendment of Tender**

19.1. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

19.1.1. If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern. In case no total price of item is available, in such case amount in figures shall be considered.

19.1.2. if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

19.1.3. if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

19.2. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

19.3. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

19.4. The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Tender Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.

19.5. The Tenderer shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender. The Tenderer may state alternate payment terms and indicate the reduction in the Tender price offered for such alternative payment terms. The Purchaser may consider the alternative payment terms offered by the Tenderer.

#### **20. Rejection / Acceptance of the Tender**

20.1. The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the process at any time prior to award of Contract, under PPRA Rules, 2004, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.

20.2. The Tender shall be rejected if it is:

20.2.1. Substantially non-responsive; or

20.2.2. submitted in other than prescribed manner, forms, annexes, schedules, charts, drawings, documents/ by other than specified mode; or

20.2.3. Incomplete, un-sealed, un-signed, partial, conditional, alternative, late; or

20.2.4. Subjected to interlineations / cuttings / corrections / erasures / overwriting; or

20.2.5. the Tenderer refuses to accept the corrected Total Tender Price; or

20.2.6. the Tenderer has conflict of interest with the Purchaser; or

20.2.7. the Tenderer tries to influence the Tender evaluation / Contract award; or

20.2.8. the Tenderer engages in corrupt or fraudulent practices during the whole process.

20.2.9. there is any discrepancy between bidding documents and bidder's proposal i.e. any nonconformity or inconsistency or informality or irregularity in the submitted bid.

20.2.11. the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

## **21. Award Criteria**

21.1. At first step Tenderer fulfilling mandatory requirements and qualification criteria will stand qualified technically.

21.2. At second step financial proposals of technically qualified Tenderers will be evaluated for conformity to the technical specifications.

21.3. At third step technically qualified & successful tenderer will be selected on lowest cost quoted. The Purchaser has the right to place order for any item and withheld the procurement of other items without assigning any reason.

## **22. Acceptance Letter (Letter of Intent)**

The Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Tenderer, prior to the expiry of the validity period of the Tender, which shall constitute a contract, until execution of the formal Contract. However, the Purchaser reserves exclusive rights to cancel/annul or amend the Letter of Intent at any time without giving any reason thereof.

## **23. Redressal of grievances by the procuring agency**

23.1. All grievances shall be settled as per PPRA, Rules, 2004 by the Grievances Committee.

23.2. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report under rule 35 of PPRA Rules, 2004.

23.3. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

23.4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## Contract Agreement

*\_(To be executed at the time of Award of contract)*

**(On Stamp Paper)**

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Drug Regulatory Authority of Pakistan** (the “Purchaser”), on the one part,

and

**[full legal name of Contractor]** (the “Contractor”) on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “Contractor.”

### **RECITALS**

WHEREAS,

- a) Drug Regulatory Authority of Pakistan (Government of Pakistan) intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- b) The Purchaser has requested the Contractor to provide certain supply of Goods/items as described in Tender Document; and
- c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to supply the Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and provision of the Services and remedying of defects / damage therein.
3. The following shall be deemed to form and be read and construct as part of this Contract:
  - a. The Tender Document
  - b. Bidder’s Proposal
  - c. Terms and Conditions of the Contract
  - d. Special Stipulations
  - e. The Technical Specifications
  - f. Tender Form(s)
  - g. Price Schedule
  - h. Affidavit(s)
  - i. Authorized Dealership / Agency Certificate
  - j. Bid/Tender Security
  - k. Service Level Agreement ( SLA ) (if required)

- l. Non-Disclosure Agreement (if required)
- m. Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy/inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[full legal name of the Purchaser]:**

Signature  
Name

Witnessed By:

For **[full legal name of the Contractor]:**

Signature  
Name

Witnessed By:

**WITNESSES**

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

## (Technical Specifications)

S.No.	Description	Technical Specification	Quantity																																														
1.	Pharmacy Refrigerators	<table border="1"> <tr> <td>Type:</td> <td>Pharmacy Refrigerator</td> </tr> <tr> <td>Cabinet Type:</td> <td>Upright Double Door</td> </tr> <tr> <td>Cooling Type:</td> <td>Forced air cooling</td> </tr> <tr> <td>Defrost Mode:</td> <td>Auto</td> </tr> <tr> <td>Refrigerant:</td> <td>CFC-Free</td> </tr> <tr> <td>Noise Level (dB):</td> <td>42</td> </tr> <tr> <td>Temperature Range(°C):</td> <td>2~8</td> </tr> <tr> <td>Controller:</td> <td>Microprocessor</td> </tr> <tr> <td>Display:</td> <td>LED</td> </tr> <tr> <td>Power Supply(V/Hz):</td> <td>220-240/50,208-230/60,115/60</td> </tr> <tr> <td>Power(W):</td> <td>900 850 900</td> </tr> <tr> <td>Electrical Current(A):</td> <td>5.5 4.2 9.2</td> </tr> <tr> <td>Capacity(L/Cu.Ft):</td> <td>890 Liters / 31.4 Cuft</td> </tr> <tr> <td>Net/Gross Weight(approx):</td> <td>227/279(kg) 500.4/615.1(lbs)</td> </tr> <tr> <td>Interior Dimensions(W*D*H):</td> <td>1030*590*1425(mm) 40.6*23.2*56.1(in)</td> </tr> <tr> <td>Exterior Dimensions(W*D*H):</td> <td>1130*755*1980(mm) 44.5*29.7*78.0(in)</td> </tr> <tr> <td>Packing Dimensions(W*D*H):</td> <td>1250*850*2130(mm) 49.2*33.5*83.9(in)</td> </tr> <tr> <td>Container load (20'/40'/40'H):</td> <td>8/18/18</td> </tr> <tr> <td>High/Low Temperature:</td> <td>YES</td> </tr> <tr> <td>Remote Alarm:</td> <td>YES</td> </tr> <tr> <td>Power Failure:</td> <td>YES</td> </tr> <tr> <td>Sensor Error:</td> <td>YES</td> </tr> <tr> <td>Low Battery:</td> <td>YES</td> </tr> </table>	Type:	Pharmacy Refrigerator	Cabinet Type:	Upright Double Door	Cooling Type:	Forced air cooling	Defrost Mode:	Auto	Refrigerant:	CFC-Free	Noise Level (dB):	42	Temperature Range(°C):	2~8	Controller:	Microprocessor	Display:	LED	Power Supply(V/Hz):	220-240/50,208-230/60,115/60	Power(W):	900 850 900	Electrical Current(A):	5.5 4.2 9.2	Capacity(L/Cu.Ft):	890 Liters / 31.4 Cuft	Net/Gross Weight(approx):	227/279(kg) 500.4/615.1(lbs)	Interior Dimensions(W*D*H):	1030*590*1425(mm) 40.6*23.2*56.1(in)	Exterior Dimensions(W*D*H):	1130*755*1980(mm) 44.5*29.7*78.0(in)	Packing Dimensions(W*D*H):	1250*850*2130(mm) 49.2*33.5*83.9(in)	Container load (20'/40'/40'H):	8/18/18	High/Low Temperature:	YES	Remote Alarm:	YES	Power Failure:	YES	Sensor Error:	YES	Low Battery:	YES	<b>05</b>
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		High Ambient Temp:		
		Door Ajar:	YES	
		Power Consumption:	850 Watt	
		Caster:	YES	
		Foot:	YES	
		Test Hole:	YES	
		Shelves/Inner Doors:	12	
2.	Installation & Training	Testing, commissioning, fixing, Training etc.		
3.	Accessories	All other accessories required for installation & commissioning of Pharmacy Refrigerators		
4.	Warranty	Standard warranty with onsite parts repairs and replacement		
5.	Certificate	CE Certificate		



**Technical Proposal Submission Form**

[Location, Date]

To

Assistant Director (Admin-II)  
DRAP, Islamabad

Dear Sir,

We, the undersigned, offer to provide the \_ (insert title of item(s)) \_ in accordance with your Request for Proposal/Tender Document dated \_ (insert date) \_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of items related to the assignment.

We also confirm that the Government of Pakistan / Provincial Government have not declared us, or any Sub- Contractor for any part of the contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Tender Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature  
(In full and initials)  
Name and Designation of Signatory  
Name of Firm  
Address

**On Stamp paper**

**AFFIDAVIT**

**Integrity Pact**

We \_\_\_(Name of the bidder / supplier)\_ being the first duly sworn on oath submit, that Mr. / Ms. \_\_\_\_\_ (if participating through agent / representative) is the agent / representative duly authorized by \_(Name of the bidder company)\_ hereinafter called the Contractor to submit the attached bid to the Drug Regulatory Authority of Pakistan undertake further that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the Drug Regulatory Authority of Pakistan any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

\_\_\_\_\_ Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_ Notary Public

**On Stamp paper**

**UNDERTAKING**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

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

Signature

(Company Seal)

\_\_\_\_\_  
In the capacity of

Duly authorized to sign bids for and on behalf of:

## Format for Covering Letter

To

Assistant Director (Admin-II)  
Drug Regulatory Authority of Pakistan

**Sub:** \_\_\_\_\_.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of validity i.e.90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the Drug Regulatory Authority of Pakistan, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all criteria indicated on your tender document.

\_\_\_\_\_  
Authorized Signatures with Official Seal

**Financial Proposal Submission Form (Part of Financial Bid Envelope)**

[Location, Date]

To

Assistant Director (Admin-II)  
DRAP, Islamabad

Dear Sir,

We, the undersigned, offer to provide the \_(Insert title of item(s))\_ in accordance with your Tender Notice dated \_(insert date)\_ and our Technical Proposal. Our attached Financial Proposal is for the sum of \_(insert amount in words and figures)\_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the tender proposal.

We also declare that the Government of Pakistan / Provincial Government have not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Tender Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

**PRICE SCHEDULE/ FINANCIAL COST SHEET**

**Applied for:** \_\_\_\_\_

Sr.	Item Description	No. of Units	Price per Unit (excluding all taxes)	Per Unit (Including Tax)	Total cost (No. of units * (Unit cost+ Unit tax)) (including all taxes)
<b>Total Bid Price</b>					<b>X</b>

**Total Bid Price X** (in words) Rs. \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature of authorized person Name:

(Company Seal)

\_\_\_\_\_  
In the capacity of  
Duly authority by

**Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.**

**Note: Bidders are requested to Quote C&F and F.O.R Prices**