

No. F. 24-1/2026-PL (Admn)
Government of Pakistan
Drug regulatory Authority of Pakistan.
Prime Minister's National Health Complex,
Park Road, Islamabad.

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INVITATION TO BID

PROVISION OF RECORD MANAGEMENT SERVICES

Drug Regulatory Authority of Pakistan (DRAP), established under DRAP Act, 2012, invites sealed bids from eligible firms / companies registered with and are on Active income tax and sales tax payer List of the Federal Board of Revenue for provision of Record Management Services at DRAP Offices located in Islamabad, Karachi, Islamabad, Peshawar & Quetta using single stage-two envelope bidding procedure under the Public Procurement Rules and e-Pak Procurement Regulations.

2. Bidding documents, containing detailed terms and conditions etc. are available at Public Procurement Regulatory Authority (PPRA)'s Online Portal e-Pak Acquisition and Disposal System (EPADS), DRAP's website i.e. www.dra.gov.pk and pprra's website for free download.

3. Bids prepared in accordance with instructions in the bidding documents, must be submitted through PPRA's Online Portal i.e. EPADS on or before **16.04.2026 at 11:00 AM**. Bids will be opened the same day at least 30 minutes after the closing time at DRAP Head Office, P.M National Health Complex, Park Road, Islamabad in the presence of bidders, if they chose to attend the proceedings.

4. Only e-bids received through EPADS shall be accepted and bids submitted in printed form shall not be entertained.

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Drug Regulatory Authority of Pakistan

Ministry of National Health Services, Regulations & Coordination

BIDDING DOCUMENT
FOR
PROVISION OF RECORD MANAGEMENT
SERVICES

(www.dra.gov.pk)

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Bidding Document for Procurement of Record Management Services at Drug Regulatory Authority of Pakistan (Islamabad)

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is provided for the submission, opening, and evaluation of Bids and for the award of Contract. *This Section contains provisions those are to be used without modification(s).*

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the goods and ancillary services to be procured and schedule of requirements.

Section VI - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of - Bid.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general condition of the proposed contract with the most advantageous bidder. This Section contains provisions those are to be used without modifications.

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Specific general and special conditions. The procuring agency may customize the general conditions of the contract section, in accordance with the requirements.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Intent is issued, before the award of contract.

Integrity Pact, Non-Disclosure Agreement

The successful bidder shall be required to furnish Integrity Pact and Non-Disclosure Agreement as per the attached format.

PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

For

Provision of Record Management Services to Drug Regulatory Authority of Pakistan (DRAP)

Invitation to Bids

Date: 18th March, 2026

1. This Invitation to Bids follows the Procurement Notice which will be available on newspapers, PPRA's EPADS, PPRA's Website and DRAP's official website for provision of record management services for Drug Regulatory Authority of Pakistan (DRAP) herein referred to as Procuring Agency.
2. The Procuring Agency has reserved the funds for the procurement planned during the financial year 2025/26. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for provision of record management services at Drug Regulatory Authority of Pakistan.
3. The Drug Regulatory Authority of Pakistan now invites bids from established firms / companies in Pakistan having relevant experience to submit their bids through PPRA's EPADS.
4. The bidding shall be conducted in line with the PPRA's single stage two envelope procedure of the Public Procurement Rules and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
5. All bids must be accompanied by a Bid Security in an acceptable form from any scheduled bank of Pakistan and in the amount as mentioned in the bid security section of the tender document.
6. The original technical and financial bid properly filled in and complete in all aspects must be uploaded on EPADS on or before Time: 11:00 AM, Day, Monday, Date: 07.04.2025. No hard submission is allowed. Only bid security must be submitted in sealed envelope before closing date and time of the subject tender at the address given below.
7. The bids (technical bids and financial bids as the case may be) will be opened promptly thereafter in public and in the presence of bidders' representatives who choose to attend through EPADS online on 07.04.2025 at 11:30 AM.

Taimur Ali Shah

Assistant Director (Procurement & Logistics)
Drug Regulatory Authority of Pakistan,
Prime Minister's National Health Complex, Park Road
Islamabad.
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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

Note: -All procurement procedures shall be conducted in accordance with PPRA Rules as amended till the date of Advertisement of this tender. In case of any conflict between the provision of this document and PPRA Rules, the later shall prevail.

A. Introduction

1. Scope of Bid

- 1.1 The Drug Regulatory Authority of Pakistan (DRAP), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Record Management Services including but not limited to Record Digitization, Record Archiving, Safe Storage and Data Retrieval as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.
- 1.2 Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in the General Conditions of the Contract (GCC).

2. Source of Funds

- 2.1 Source of funds is referred in Clause-2 of Invitation for Bids.

3. Eligible & Ineligible Bidders

- 3.1 The invitation to Bids is open to all service providers i.e. association of firms / companies / sole proprietors / JVs registered with relevant Registration authorities and tax departments authorities (income tax, sales tax etc.). In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
- 3.2 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
- 3.3 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
- 3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- 3.5 Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.

- 3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
- 3.6.1 have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.
 - 3.6.2 have controlling shareholders in common; or
 - 3.6.3 receive or have received any direct or indirect subsidy from any of them; or
 - 3.6.4 have the same legal representative for purposes of this Bid; or
 - 3.6.5 have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process.
- 3.7 A Bidder may be ineligible if:
- 3.7.1 he is declared bankrupt or, in the case of company or firm, insolvent;
 - 3.7.2 payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;
 - 3.7.3 legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
 - 3.7.4 the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
 - 3.7.5 the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.
 - 3.7.6 The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
- 3.8 Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- 3.10 Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
- 3.11 Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
- 3.12 Bidder must be registered with Income Tax and Sales Tax Departments and must appear on the Active Tax Payers List of FBR.
- 3.13 Bidder should never have been blacklisted by any Government Organization.

3.14 Bidder must have at least 3 years' experience for accomplishing similar nature of assignments. Bidder should provide value, size and nature of assignments done in the past with respect to requisitioned record management services in this procurement.

4. Work Plan / Deputation Plan

4.1 The Bidder shall be responsible for the provision of bids as per work plan / deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

5 One Person one bid

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

5.2 No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

6 Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

B. BIDDING DOCUMENTS

7 Contents of Bidding Document

7.1 The Contents of the Bidding Documents listed below should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Technical Specifications, Schedule of Requirements.

Section VI Forms of Bid

Section VII General Conditions of Contract (GCC)

Section VIII Special Conditions of Contract (SCC)

Section IX Contract Forms

7.2 The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from PPRA's EPADS or downloaded from the website of the Procuring Agency.

7.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.

8 Clarification of Bidding Documents, Pre-Bid Meeting and Site Visit

- 8.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form through EPADS that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.
- 8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1. However, this clause shall not apply in case of alternate methods of Procurement.
- 8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.

In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.

- 8.4 Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9.
- 8.5 If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may visit DRAP's record storage area to ascertain quantum of work and request clarification about the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- 8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents through PPRA's EPADs and Procuring Agency's official website. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 8.7 The Bidder may wish to visit and examine the site or sites of the Data Storage and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- 8.8 The Procuring Agency will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Procuring Agency adequate notice of a proposed visit of at least seven (07) days. Alternatively, the Procuring Agency may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.5. Failure of a Bidder to make a site visit will not be a cause for its disqualification
- 8.9 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

9 Amendment of bidding documents

- 9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-bid meeting may modify the Bidding Documents by issuing addenda.

- 9.2 Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to **ITB 7.1** and shall be communicated through EPAD's from the Procuring Agency and Procuring Agency's official website. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:
- 9.2.1 Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids:
- 9.3.1 Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

10 Language of bid

- 10.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11 Documents constituting the technical bid

- 11.1 The bid prepares by the bidder shall constitute following mandatory documents:

Required Documentation	Remarks
1. NTN Certificate with active status on FBR	<u>Mandatory</u>
2. GST Certificate with active status on FBR	<u>Mandatory</u>
3. Registration/Incorporation/Business Certificate	<u>Mandatory</u>
4. Complete Company profile	<u>Mandatory</u>
5. Experience of Firm (Assignments of similar nature) (Minimum 03 years)	<u>Mandatory</u>

6. Bid Validity Period of 90 days	<u>Mandatory</u>
7. Affidavit on stamp paper that the bidder is not blacklisted by any Federal, Provincial Public Sector Organization	<u>Mandatory</u>
8.Undertaking on company letter head that technical bid is in compliance with the specifications mentioned in Bid Data Sheet	<u>Mandatory</u>
9.Submission of original bid security before closing date and time of tender submission	<u>Mandatory</u>
10.A written affirmation on company letter head for provision of record management services within time period specified in the tender document.	<u>Mandatory</u>
16. Filled / complete Forms of Bid as mentioned in Section VI of this tender document	<u>Mandatory</u>

12 Documents Establishing Eligibility and Qualification

- 12.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- 12.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 3.
- 12.3. The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
- 12.3.1 That the Bidder has the financial, technical capability necessary to perform the contract;
- 12.3.2 That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 12.4 The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
- 12.5 in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the record management services and other obligations prescribed in the Conditions of Contract and/or Technical Specifications.

12.6. a written confirmation that the Bidder accepts responsibility for the successful completion of record management including Data Digitization, Archiving and safe storage and retrieval of record as required in the Bidding Documents.

13 Form of Bid

13.1 The Bidder shall fill all the Forms of Bid furnished in Section VI of the Bidding Documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

14 Bid Prices

14.1 The Bid Prices and discounts quoted by the Bidder in the Price Schedules shall conform to the requirements specified below in ITB Clause 14 or exclusively mentioned hereafter in the bidding documents. Bidders cannot bid for partial services mentioned in the Schedule of requirements.

14.2 All services mentioned in the Schedule of requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule of any service shows items listed but not priced, their prices shall be construed to be included in the prices of other services.

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

Provided that:

14.3.1 where there is only one (substantially) responsive bidder, or

14.3.2 where there is provision for alternate proposals and the respective items are not listed in the other bids,

14.3.3 the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

14.4 The Bid price to be quoted in the Form of Bid in accordance with ITB 14.1 shall be the total price of the Bid, excluding any discounts offered.

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

14.6 Prices indicated on the Price Schedule shall be entered separately in the following manner and be part of the financial bid only:

Services	QTY (for Financial Bid Calculation only)	Unit Price Inclusive of all applicable taxes	Total Price inclusive of Taxes
Storage (A)			
Per box – Per Month Corrugated Box Dimensions - 455 x 350 x 265 mm	2000		
Collection and Delivery Within Islamabad			

(B)			
Standard Next Day Transportation charges – Per File / Per Box	10		
Urgent Same Day Transportation charges – Per File / Per Box	10		
Purchasing of New Boxes (C)			
Box Purchase – Per Box (Corrugated Box Dimensions - 455 x 350 x 265 mm)	500		
Transportation / Digitization / Scanning / Indexing (D)			
Indexing Includes Barcoding the Item – Per Box	1000		
Web Portal – Per User Per Month Includes Support	30		
Scan on Demand – Per Single Sided A4 and legal Image, Black and White Image	100000		
Complete Record Shifting Cost within Islamabad – Per Box	1500		
Total Cumulative Cost for a Month (A+B+C+D) in Figure			
Total Cumulative Cost for a Month (A+B+C+D) in Words			

14.6.1 The price quoted must include any or all taxes, cost of training, transportation and installations costs as mentioned below:

- a) the price of the services quoted including all duties and sales and other taxes already paid or payable:
- b) all applicable taxes which will be payable on the services if the contract is awarded.
- c) the price for inland transportation, insurance, and other local costs incidental to delivery of the services to their final destination, if specified in the BDS.
- d) the price of other (incidental or allied) services, if any, listed in the BDS.

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

14.8 The successful bidder will sign a service level agreement SLA with DRAP for provision of record management services beyond period of one year on mutually agreed terms and conditions as mentioned in Technical Specification Section V Draft Service Level Agreement (SLA).

15 Bid Currencies

15.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

15.2 The Bidders must adhere to the minimum wage rate (notified by Labor & Human Resource Department) and all applicable taxes (imposed by FBR/PPRA/any other government organization) while preparing financial bid.

16 Bid validity period

- 16.1 Bids shall remain valid for 90 days after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e., the expiry period of bid security or bid securing declaration as the case may be.
- 16.2 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 17 in all respects.
- 16.3 If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.

17 Bid security or bid securing declaration

- 17.1 The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- 17.2 The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 17.9.
- 17.3 The Bid Security shall be denominated in the local currency, and it shall be in the form specified in the BDS which shall be in any of the following:
- 17.3.1 Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for Sixty (60) Days, beyond the validity of Bid.
- 17.4 The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Bid submission.
- 17.5 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 17.9 are invoked.
- 17.6 Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 29.
- 17.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 16. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:
- 17.7.1 the expiry of the Bid Security;
- 17.7.2 the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract;
- 17.7.3 the rejection by the Procuring Agency of all Bids;

17.7.4 the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.

17.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract or furnishing the performance guarantee.

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

a) If a bidder:

17.9.1 Withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in **ITB 16.2**; or

17.9.2 Does not accept the correction of errors pursuant to **ITB 30.2**; or

b) In the case of a successful Bidder, if the Bidder fails:

17.9.3 to sign the contract in accordance with ITB 41; or

17.9.4 to furnish performance security (or guarantee) in accordance with ITB 42.

18 Alternative Bids by Bidders

18.1 Bidders shall submit offers that comply with the requirements of the Bidding Documents, as indicated in the specifications and Schedule of Requirements. Alternative Bids will not be considered.

19 Withdrawal, Substitution, and Modification of Bids

19.1 Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.

19.2 Bids requested to be withdrawn in accordance with ITB 19.1 shall be returned unopened to the Bidders or as the case may be on EPAD's.

20 Format and signing of bid

20.1 The Bidder shall prepare the Bid as indicated in the BDS.

20.2 All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.

20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

D.SUBMISSION OF BIDS

21 Sealing and Marking of Bids

21.1 Bids comprising of technical and financial proposal shall be submitted electronically through EPAD's only and submission in hard form isn't required. Only bid security as indicated in the BDS must be submitted to the address of the procuring agency before closing date and time of the tender document.

22 Deadline for submission of Bids

- 22.1 Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS and on tender notice on PPRAs' EPAD's, Newspapers, PPRAs website and DRAP's website.
- 22.2 The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.

23 Late Bids

- 23.1 The Procuring Agency shall not consider for evaluation any Bid or bid security that arrives after the deadline for submission of Bids, in accordance with ITB 22.
- 23.2 Any Bid or bid security received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

24 Withdrawal, Substitution and Modification of Bids

- 24.1 A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Procuring Agency prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
- 24.2 The Bidder modification, substitution or withdrawal of bid may be carried out electronically through EPAD's before closing date and time of the tender.
- 24.3 Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.
- 24.4 Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this clause or included in the original bid submission.
- 24.5 No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders' forfeiture of its Bid Security or execution of the Bid Securing Declaration.
- 24.6 Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 24.

E. OPENING AND EVALUATION OF BIDS

25 Opening of Bids

- 25.1 The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance.
- 25.2 First only technical bid will be opened through EPAD's to establish eligibility of the bidder as mentioned in the tender document.

- 25.3 The Financial Proposals will remain unopened and will be opened for only those bidders who are technically declared qualified / responsive by the procuring agency through a detailed technical evaluation report published on EPAD's.
- 25.4 No Bid will be rejected at the time of Bid opening except for late Bid security which will be returned unopened to the Bidder, pursuant to ITB 24.
- 25.5 After the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be rejected electronically subject to redressal of the grievances from all tiers of grievances.

26 Confidentiality

- 26.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
- 26.2 Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

27 Clarification of Bids

- 27.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- 27.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Bid shall be sought, offered, or permitted.
- 27.3 The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid:
- a) evaluation & qualification criteria;
 - b) required scope of work or specifications;
 - c) all securities requirements;
 - d) tax requirements;
 - e) terms and conditions of bidding documents.
 - f) change in the ranking of the bidder
- 27.4 From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

28 Preliminary Examination of Bids

- 28.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
- 28.1.1 Meets the eligibility criteria defined in ITB 3, ITB 11, ITB 13 etc;
 - 28.1.2 Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
 - 28.1.3 Has been properly signed;
 - 28.1.4 Is accompanied by the required securities; and
 - 28.1.5 Is substantially responsive to the requirements of the Bidding Documents.
 - 28.1.6 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
- 28.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -
- 28.2.1 Affects in any substantial way the scope, quality, or performance of the Services;
 - 28.2.2 Limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
 - 28.2.3 If rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 28.3 The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
- 28.4 The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 28.5 Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 28.6 Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
- 28.7 If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

29 Examination of Terms and Conditions; Technical Evaluation

- 29.1 The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 29.2 The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
- 29.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with ITB 29, it shall reject the Bid.

30 Correction of errors

- 30.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
- 30.1.1 If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
- 30.1.2 If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- 30.1.3 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- 30.1.4 Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- 30.2 The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 17.9.

31 Conversion to single currency

- 31.1 Bid must be submitted in Pakistani rupee only and bid submitted in any other currency will be rejected without conversion.

32 Post qualification & Evaluation of Bids

- 32.1 The Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB 3.
- 32.2 The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- 32.3 The Procuring Agency will technically evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to ITB 29.

32.3 The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form to be decided by the Procuring Agency which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees along with observance of minimum wages etc.

33 Abnormally Low Financial Proposal

33.1 Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:

- a. The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;
- b. Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;
- c. The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;
- d. The Procuring Agency shall not incur any liability solely by rejecting abnormally low Bid; and
- e. An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.

Guidance for Procuring Agency:

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

- (i) Comparing the bid price with the cost estimate;
- (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
- (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

33.2 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 12.3.

33.3 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 12.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.

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

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

33.5 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

34 Criteria of Award

34.1 Subject to ITB 34 and 36, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

- a) eligible in accordance with the provisions of ITB 3;
- b) is determined to be qualified to perform the Contract satisfactorily; and
- c) Successful negotiations have been concluded, if any.

35 Negotiations

35.1 Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:

- (a) a minor alteration to the technical details of the statement of requirements;
- (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;
- (c) a minor amendment to the special conditions of Contract;
- (d) finalizing payment arrangements;
- (e) delivery arrangements;
- (f) the methodology for provision of related services; or
- (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;

35.2 Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.

36 Procuring Agency's Right to reject all bids

36.1 The Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

36.2 Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids electronically through EPAD's

36.3 The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.

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

37.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.

38 Notification of Award

38.1 Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids through EPAD's.

38.2 Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Intent will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

38.3 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with ITB 40 and signing of the contract in accordance with ITB 39.2.

38.4 Upon the successful Bidder's furnishing of the performance guarantee pursuant to ITB 40, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB 17.7 through EPAD's.

39 Signing of contract

39.1 Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

39.2 Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.

39.3 Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.

40 Performance Security (or Guarantee)

40.1 After the receipt of the Letter of Intent, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee amounting to 10% of the quoted bid price in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Intent and in accordance with the Conditions of Contract.

40.2 The Performance Guarantee provided by the successful Bidder shall be in the form specified in the BDS which shall be in any of the following:

- (a) certified cheque, cashier's or manager's cheque, or bank draft;
- (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank;

- (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or
- (d) surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.

40.3 Failure of the successful Bidder to comply with the requirement of ITB 40.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.

41 Advance Payment

41.1 Advance payment will not be made to the most advantageous bidder in any circumstances.

42 Arbitrator

42.1 The arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.

43 Corrupt and Fraudulent Practices

43.1 Procuring Agencies as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

44 Constitution of grievance redressal

44.1 The Grievance Redressal Committee of the procuring agency constitutes of the following members: -

1. Director (MIS) – DRAP [Chairman]
2. Additional Director (Legal Affairs Division) – DRAP [Member]
3. Deputy Director (Budget & Accounts) – DRAP [Member / Secretary]

45 GRC Procedure

45.1 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

45.2 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written or electronic complaint through EPAD's concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.

45.3 In case, the complaint is filed against the technical evaluation or final evaluation report, the GRC shall suspend the procurement proceedings.

45.4 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:

Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

- 45.5 The GRC, in both the cases shall investigate and decide upon the complaint within specified time period on PPRAs EPADs.
- 45.6 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
- 45.7 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
- 45.8 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
- 45.9 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
- 45.10 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

G. MECHANISM OF BLACKLISTING

46 Mechanism of Blacklisting

- 46.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:
- i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
 - ii. Fails to perform his contractual obligations; and
 - iii. Fails to abide by the bid securing declaration
- 46.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 46.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
- 46.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
- 46.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

- 46.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
- 46.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 46.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 46.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
- 46.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition
- 46.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- 46.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	<p>Name of Procuring Agency: Drug Regulatory Authority of Pakistan</p> <p>The Description of the procurement is: Provision of Record Management Services at Drug Regulatory Authority of Pakistan, Prime Minister's National Health Complex, Park Road, Islamabad.</p> <p>Period for delivery: The successful bidder is expected to complete the record management and shift record from DRAP's stores to its warehouses alongwith all the supplementary services as mentioned in schedule or requirements within 06 months after award of contract.</p> <p>Contract Period: Contract Period for record management services will be one initially one year extendable further with mutually agreed terms and conditions.</p> <p>Commencement date for delivery: Immediately after award of contract</p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency: 2025/26</p> <p>Name of Project: Record Management of DRAP</p> <p>Name of financing institution: DRAP</p>

		Name and identification number of the Contract: Tender No. F.24-1/2026-PL (Admn)
3.	3.1	Joint Venture is applicable. Maximum number of members in the joint venture, consortium or association shall be “3”

B. Bidding Documents

4.	7.1	The bidding documents complete in all aspects must be submitted through EPAD’s.
5.	8.1	The address for clarification of Bidding Documents is Assistant Director (Procurement, Projects & Logistics) Drug Regulatory Authority of Pakistan Prime Minister’s National Health Complex, Park Road, Islamabad, Phone: 051- 9255954
	8.5	Pre-bid meeting will be held one week after publishing of the tender document on EPAD’s i.e. Date: 31.03.2026, Day: Tuesday and Time 12:00 AM Drug Regulatory Authority of Pakistan (DRAP), Prime Minister Health Complex, Park Road, Islamabad

C. Preparation of Bids

6.	10.1	The Language of all correspondences and documents related to the Bid is English.
7.	11.1	The documents stated in ITB 11 , must be included with the Bid
8.	14.6	Prices for each lot must be submitted as per ITB 14.6
9.	15.7	The price shall be fixed.
10.	15.1	The currency of the Bid shall be Pakistani Rupees .
11.	16.1	The Bid Validity period shall be 90 days.
12.	17.1	The amount of Bid Security for each lot shall be as follows: Bid Security Amount: Rs. 500,000/-

13.	17.3	Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for Sixty (60) Days, beyond the validity of Bid.
14.	18.1	Alternative Bids to the requirements of the Bidding Documents is not permitted.

D. Submission of Bids

15.	21.1	Technical and financial bid shall be prepared and submitted through EPAD's only. Bid security must be submitted in hard form on address mentioned in the bidding documents before closing date and time of the submission of bids.
16.	22.1	Title of the subject Procurement: Provision of Record Management Services at DRAP
17.	23.1	The deadline for Bid submission is a) Day: Thursday b) Date: 16.04.2026 c) Time: 11:00 AM

E. Opening and Evaluation of Bids

18.	25	The Bid opening shall take place through EPAD's only. The bidders will be notified through EPAD's about opening of bids.
19.	31.1	The bid currency will be Pak rupees only.
20.	32	The technical proposal of eligible bidders will be evaluated against requirements specified in the evaluation criteria given below. Passing marks for the technical qualification are 65.
21.	32	Financial Evaluation Criteria: Contract shall be awarded based on Least Cost Selection Method. The Financial Proposals of only eligible bidders with technically qualified will be opened publicly in the presence of bidders or their representatives who may choose to be present at the time and place announced prior to the opening. Please provide information regarding Financials Bid Form/Price Schedule and commercial envelope of the E-tendering portal.

Technical Evaluation Criteria				
S. No.	Descriptions	Total Points	Categorized Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
1	Relevant Experience	25		
	Providing Record Management Services for more than or equal to 7 years		25	Documentary proof (copies of the contract or purchase orders or service orders) should be furnished. If no valid attachment is provided in Section 1.2.2 (e-tender), then no marks for this section will be awarded.
	Providing Record Management Services for equal to or more than 5 years but less than 7 years		20	
	Providing Record Management Services for equal to or more than 3 years but less than 5 years		15	
2	Client Portfolio	20		
	Worked with at least 13 and more clients for Record Management in last 3 years		20	Documentary proof (copies of the contracts or purchase orders or service orders) should be furnished. If no valid attachment is provided in Section 1.3.2 (e-tender), then no marks for this section will be awarded.
	Worked with at least 10 and but less than 13 clients for Record Management in last 3 years		15	
	Worked with at least 7 and but less than 10 clients for Record Management in last 3 years		10	
3	Financial Capability/Annual Turn Over/Sales/Revenue	20		
	Annual Turnover of firm/company of more than or equals to PKR 100 million		20	Copy of 20-21/21-22 financial audit report done by ICAP/SBP registered auditing firm or Annual tax return of 20-21/21-22. If no valid attachment is provided in Section 1.4.2 (e-tender), then no marks for this section will be awarded.
	Annual Turnover of firm/company of more than or equal PKR 80 million but less than PKR 100 million		15	
	Annual Turnover of firm / company of more than or equal to PKR 60 million but less than PKR 80 million		10	
4	Warehouse Presence	15		
	Firm/Company must have its warehouse in		15	Documentary proof of warehouse presence should be furnished on firm / company's letterhead. DRAP reserves the right to physically verify the

	Islamabad			warehouse. If no valid attachment is provided in Section 1.5.1 (e-tender), then no marks for this section will be awarded.
5	ISO Certification of Record Management	20		
	ISO 15489 Records Management		5	Attach copy of certificates. If no valid attachment is provided in Sections 1.6.1, 1.6.2, 1.6.3, and 1.6.4 (e-tender), then no marks for this section will be awarded.
	ISO 45001:2018		5	
	ISO 14001:2015		5	
	ISO 9001:2015		5	
Total Points Awarded		100		

F. Award of Contract

22.	37.1	The procuring agency reserves the right to increase or decrease the quantity of items in each lot as per its requirements and the same is not subject to a ceiling or specific percentage.
23.	40	The Performance Guarantee shall be 6% of the quoted financial bid of the most advantageous bidder.
24.	40	The Performance Guarantee shall be in the form of certified cheque, cashier's or manager's cheque, or bank draft
25.	41	The Advance Payment shall not be made to the most advantageous bidder in any circumstances
26.	42.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

27.	45.1	The address of the Procuring Agency Drug Regulatory Authority of Pakistan Prime Minister's National Health Complex, Park Road, Islamabad
	45.6	The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL). information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION

The delivery schedule as suggested in the BDS shall be mandatory and any delay in the schedule may tantamount to forfeiture of performance guarantee. ❖

❖

TECHNICAL SPECIFICATIONS

Location of DRAP offices

DRAP Head Office is located in Islamabad. Detail of address / location of DRAP office is mentioned in table below:

Sr. No.	DRAP offices	Address
1	DRAP HQ - Islamabad	Prime Minister's National health Complex, Park Road, near N.I.H, Islamabad

EXECUTION SCHEDULE (COMMENCEMENT OF SERVICES)

Services	Delivery Schedule
Storage (A)	The record management firm/company must provide required services from the effective date of contract.
Storage per box – Per Month	
Corrugated Box Dimensions - 455 x 350 x 265 mm	
Collection and Delivery Within Islamabad (B)	
Standard Next Day Transportation charges – Per File / Per Box	
Urgent Same Day Transportation charges – Per File / Per Box	
Purchasing of New Boxes (C)	
Box Purchase – Per Box (Corrugated Box Dimensions - 455 x 350 x 265 mm)	
Additional Services (D)	
Indexing	
Includes Barcoding the Item – Per Box	
Web Portal – Per User Per Month Includes Support	
Scan on Demand – Per Single Sided A4 and legal Image, Black and White Image	
Complete Record Shifting Cost within Islamabad – Per Box	

Description of parameters for Record Management Services is given as Draft Service Level Agreement. The bidding organizations are requested to go through the document and understand scope of job completely. The DRAP wishes to appoint a reputable service provider for Records Management Services to have a smart solution with traceability & accessibility.

Records management system should have following key areas;

- Secure Document Storage
- Retrieval Services
- Scanning / Digitization

- Online Access – Web Portal
- Secure Destruction
- Records Management Consultancy
- Departmental Reports
- Cost Centre Analysis
- Return Reports
- Destruction Reports
- Successful company will provide uninterrupted Services

Solution Outline:

- Full User & System Audit
- Box, File, Document and Barcode Indexing
- Index Verification
- Logging
- Preparation of Boxes
- Delivery/Collection of Boxes/Files
- Data Entry
- Boxes/Files Data Capture
- Boxes/Files Storage
- Boxes/Files Scanning
- Boxes/File Destruction
- Departmental Reports
- Cost center Analysis
- Return Reports
- Destruction Reports

Any delay in delivery of Services as per agreed time frame will be subject to a penalty of @1% per day, up to a maximum 10% of the monthly invoice value.



SECTION VI: STANDARD FORMS

A. STANDARD FORMS (Mandatory requirement on Company's Letter Head)



Form 1 Bid Form

[To be signed & stamped by the Service Provider and reproduced on the letter head. To be attached with the Financial Bid, in case of Single Stage Two Envelope Procedure]

Date: .

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, 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 Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

[In case of single stage two envelope bidding procedure],

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following: -

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Copy of bid security form along with copy of financial instruments *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for () Days, beyond the validity of Bid in the manner as prescribed on the bid security form.
- d) Any other document required by the procuring agency not inconsistent with PPRA-

Financial bid includes the following: -

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid security form (as per **form 8.10**) along with Original financial instrument *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's Cheque]* valid for () Days, beyond the validity of Bid.
- d) *Any other document required by the procuring agency not inconsistent with PPRA.*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of service provider	Amount and Currency

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form 2 Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Organization Information			
Sr.	Required Information	Response	
1	The legal name of the organization		
2	Year of Registration / Establishment of the Organization		
3	National Tax Number		
	General / Punjab Sales Tax Number		
5	What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organization	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
		Sole Proprietor	
		Others (Please specify)	
6	Name and designation of 'Head of Organization'		
7	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

a) Details of Experience (Last Five Years)

Relevant Experience		
Sr.	Required Information	Response (Please provide exact information with the organization name, location/s, and duration) Provide data in the sequence given below
1	Name of Organizations with addresses	i.
		ii.
		iii.
		iv.
2	Start and end dates of providing Goods/Services (For example – Jan 2010 to September 2020)	i.
		ii.
		iii.
		iv.
3	Goods/Services provided to Number	i.
		ii.
		iii.
		iv.

Form 3 General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of	
			Formation	

*Please attach copies of NTN, GST Registration (Mandatory) & Professional Tax Certificate (If applicable)

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

Form 4 Affidavit

[To be printed on not less than PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____ (Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation in this regard, with any Government or Public Department.
- (v) The firm comply with Section – “Technical Specifications”, and “Schedule of Requirements” of the Bidding Document.

[Name of the Contractor/ Bidder/ Service Provider] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

Form 5 Financial Bid Form/Price Schedule

- *[Item names and quantities must be reproduced from Section – (Technical Specifications/Scope of Services). If any deviations are needed, it must be mentioned/quoted, separately in the Financial Proposal.*
- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Financial Bid.]*

Services	QTY (for Financial Bid Calculation only)*	Unit Price Inclusive of all applicable taxes	Total Price inclusive of Taxes
Storage (A)			
Storage per box – Per Month Corrugated Box Dimensions - 455 x 350 x 265 mm	1500		
Collection and Delivery Within Islamabad (B)			
Standard Next Day Transportation charges – Per File / Per Box	10		
Urgent Same Day Transportation charges – Per File / Per Box	10		
Purchasing of New Boxes (C)			
Box Purchase – Per Box (Corrugated Box Dimensions - 455 x 350 x 265 mm)	100		
Additional Services (D)			
Indexing Includes Barcoding the Item – Per Box	25		
Web Portal – Per User Per Month Includes Support	2		
Scan on Demand – Per Single Sided A4 and legal Image, Black and White Image	50		
Complete Record Shifting Cost within Islamabad – Per Box	1500		
Total Cumulative Cost for a Month (A+B+C+D) in Figure			
Total Cumulative Cost for a Month (A+B+C+D) in Words			

- The quantities may increase / decrease as per the requirement of PA

Detail of all applicable taxes/duties/charges, which must be included in the rates quoted by bidder, is given as below:

Note:

- In case of difference between unit price and total price, unit price shall prevail, and total price shall be “final”. *(Please refer ITB clause 30).*
- In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
- Contract shall be awarded to the lowest bidder on basis of total cumulative price inclusive of all applicable Taxes. Per unit rate will be locked for the above-mentioned price and payment shall be made based on actual utilization of resources / quantities on monthly basis, actual requirement of the DRAP may be increase / decrease as per the actual requirement.

Payment Terms:

- Payment will be made on a post monthly basis within thirty (30) days after the submission of invoice and verification of satisfactory Services and the acceptance of the Services by the administration department of DRAP.
- Payment for Additional Services (D in financial bid) shall be made after successful completion of transportation / digitization / scanning and safe storage of DRAP’s record from NIH warehouse to the firm’s safe storage area.
- All the payments shall be made in PKR, after the deduction of all applicable taxes.

Penalty:

Any delay in delivery of Services as per agreed time frame will be subject to a penalty of @1% per day, up to a maximum 10% of the monthly invoice value.

Stamp & Signature of Bidder _____

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		a)	“Authority” means Drug Regulatory Authority of Pakistan
		b)	The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 45 hereunder.
		c)	The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
		d)	The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
		e)	“Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
		f)	“Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
		g)	The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
		h)	“Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 5 .
		i)	“Procuring Agency” means the Drug Regulatory Authority of Pakistan or its nominee during the tender process.

		j)	“Related Services” means those services ancillary to the delivery of the record management services, such as transportation and insurance (if required), and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
		k)	“GCC” means the General Conditions of Contract contained in this section.
		l)	“Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC .
		m)	“Record Management Services” means all the activities involved in scanning digitization of DRAP’s record along with its indexing, storage in boxes, safe storage and retrieval system and any other activity ancillary to the scope of the tender as mentioned in schedule of requirements and technical specifications together with the Services to be carried out by the Supplier under the Contract.
		n)	“SCC” means the Special Conditions of Contract.
		o)	“Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC .
		p)	“Project Name” means the name of the project stated in SCC .
		q)	“Day” means calendar day.
		r)	“Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		s)	“End User” means the organization(s) where the services will be used, as named in the SCC .

			<p>t) “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
			<p>u) “Specification” means the Specification of the services and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.</p>
			<p>v) The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.</p>
2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	Conditions Precedent	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following condition has been satisfied: -</p> <ol style="list-style-type: none"> a) Submission of performance Security (or guarantee) in the form specified in the SCC;
		3.2	<p>If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>
		3.3	<p>If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.</p>
4.	Governing Language	4.1	<p>The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.</p>
5.	Applicable Law and	5.1	<p>The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.</p>

	Effectiveness of the contract	5.2	The Contract shall be effective from the date specified in the SCC,
6.	Country of Origin	6.1	The origin of services for provision of record management may be distinct from the nationality of the Supplier.
7.	Scope of the Record Management Services	7.1	Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of record Management for DRAP at Off-site locations including Quick tracking & retrieval, secure and protected facility, environmental friendly storage, earthquake / flood proof facility, collection of documents for preparation of archiving, safe transportation of the record to archive location, Scanning of record for digital record and its barcoding, shredding / destruction of record (with the approval of DRAP). Performance of all Services required and implementation (including safe transportation of record from DRAP's warehouse / storage, scanning of record, Digitization of Record, Safe storage of record, retrieval system of record and or destruction of record) in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.
		7.2	The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such services not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
		7.3	The Supplier's obligations (if any) to provide Services as implied by the Supplier's technical and financial bid.
8.	Supplier's Responsibilities	8.1	The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of record management and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

	8.2	The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the tender by the Procuring agency and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the tender record management services prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
	8.3	The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination.
	8.4	The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Procuring agency's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring agency and that are necessary for the performance of the Contract.
	8.5	The Supplier shall comply with all laws in force in the Procuring agency's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring agency from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. The Supplier shall not indemnify the Procuring agency to the extent that

			such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring agency.
		8.6	The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.
		8.7	Any Services that will be incorporated in or be required for the record management and other supplies shall have their Origin in a country that shall be an Eligible Country.
		8.8	The Supplier shall permit the Procuring Agency and/or persons appointed by the Procuring Agency to inspect the Supplier's offices, storage spaces and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors.
		8.9	Other Supplier responsibilities, if any, are as stated in the SCC.
9.	Procuring Agency's Responsibility	9.1	The Procuring Agency shall ensure the accuracy of all information and/or data to be supplied by the Procuring agency to the Supplier, except when otherwise expressly stated in the Contract.
		9.2	The Procuring agency shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.
		9.3	The Procuring agency shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.

	9.4	If requested by the Supplier, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
	9.5	In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
	9.6	The Procuring agency shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the Record Management Services, as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring agency may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion
	9.7	Unless otherwise specified in the Contract or agreed upon by the Procuring agency and the Supplier, the Procuring agency shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out complete record management of DRAP's record at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.
	9.8	The Procuring agency will designate appropriate staff for the training courses to be given by the Supplier and shall make all

			appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.
		9.9	The Procuring agency assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 26. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
		9.10	The Procuring agency is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
		9.11	Other Procuring agency responsibilities, if any, are as stated in the SCC.
10.	Prices	10.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		10.2	Prices charged by the Supplier for Record Management under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
11.	Payment	11.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		11.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms and submission of hard copy of invoice that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
		11.3	Payments shall be made promptly by the Procuring Agency, within ninety (90) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the

			Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
		11.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be Pakistani rupee only.
		11.5	Payment for Additional Services (D in financial bid) shall be made after successful completion of transportation / digitization / scanning and safe storage of DRAP's record from NIH warehouse to the firm's safe storage area.
		11.6	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 11.4
12.	Performance Guarantee	12.1	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		12.2	The Performance Guarantee shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
		b)	A cashier's or certified check.
		12.3	The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than six (06) months following the date of completion of the Supplier's performance obligations under the Contract including any warranty obligations, unless otherwise specified in SCC .
13.	Taxes and Duties	13.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		13.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

		13.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred on the provision of record management services.
14.	Copy Rights	14.1	The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
		14.2	The Procuring agency agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except those additional copies of Standard Materials may be made by the Procuring agency for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials
		14.3	The Procuring agency's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC
15.	Use of Contract Documents and Information; Inspection and Audit by the procuring agency.	15.1	No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties
		15.2	The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
		15.3	The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 15.2 except for purposes of executing the Contract.
		15.4	Any document, other than the Contract itself, enumerated in GCC Clause 15.2 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.

		15.5	The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the donors, if so required by the donors
		15.6	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties
16.	Performance Guarantee	16.1	After acceptance of Letter of Intent (LOI) on PPRA's EPADs, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 40 of ITB.
		16.2	The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
		16.3	The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than six (06) months following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
		16.4	The Supplier shall not, without the Procuring agency's prior written consent, use any Confidential Information received from the Procuring agency for any purpose other than those that are required for the performance of the Contract.
		16.7	The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
17.	Sub-contracting	17.1	List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring agency. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring agency for its approval in sufficient time so as not to impede the progress of work on the System. The Procuring agency shall not withhold such approval unreasonably. Such

			approval by the Procuring agency of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract
		17.2	The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 18.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring agency's prior approval under GCC Clause 18.3.
		17.3	For items for which pre-approved Subcontractor lists have not been specified in Appendix to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring agency in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring agency has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Procuring agency has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring agency during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring agency of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring agency or Supplier as they are specified in GCC Clauses 18.1 and 18.2, in the SCC, or in Appendix of the Contract Agreement.
18.	Delivery of Record Management Services	18.1	Subject to related Procuring agency's responsibilities pursuant to GCC Clause 9, the Supplier shall transport all DRAP's Record and related material and scan / digitize it in an expeditious and orderly manner to their warehouse.
		18.2	Provision of record management services shall be made by the Supplier in accordance with the Technical Requirements
		18.3	Early or partial deliveries require the explicit written consent of the Procuring agency, which consent shall not be unreasonably withheld.

19.	Transportation	19.1	The Supplier shall provide such packing of the official record as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring agency's instructions to the Supplier.
		19.2	The Supplier will bear responsibility for and cost of transport to and from DRAP's warehouse to their own warehouse in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.
20.	Inspections and Test	20.1	The Procuring Agency or its representative shall have the right to inspect the service provider's warehouse to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		20.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		20.3	Should any inspected or tested component fail to conform to the Specifications, the Procuring Agency may reject the component, and the Supplier shall replace the rejected component to meet specification requirements free of cost to the Procuring Agency.
		20.4	If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

21.	Delays in the Service Provider's Performance	21.1	Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency.
		21.2	If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		21.3	Except as provided under relevant clause of Force Majeure, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages
22.	Liquidated Damages	22.1	Subject to Clause of Force Majeure, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract along with other remedies available under PPRA Rules.
23.	Intellectual Property and Data Protection	23.1	All Services provided by the Company for the purposes of this Agreement shall be considered to be commissioned works provided during the course of this Agreement for DRAP and shall be the intellectual property of DRAP solely and nothing in this Agreement shall construe that the Company is either in whole or a joint owner of any of the materials produced.
		23.2	The Company may use the intellectual property of DRAP only for the purpose of this Agreement, subject to the express, written

			consent of DRAP. However, it may not sub- license the intellectual property to any other entity or persons nor shall the Company share the works with any third party during or after the term of this Agreement
		23.3	The Company shall in no event make use of any Intellectual Property right of DRAP including trademark, copyright, logo, patent and design or any other material without prior written approval of DRAP. The Company shall in no event represent itself as owner or licensee or assignee of the said intellectual property rights.
		23.4	Any and all data, intellectual property provided by DRAP to the Company shall at all times remain the property of DRAP. The Company shall not disclose any part of the data to any third party, unless as permitted under this Agreement and the Company shall ensure that it complies with all applicable data protection laws while dealing with the data. All data and Confidential Information provided by DRAP to the Company under this Agreement shall be immediately returned or destroyed upon the termination of this Agreement, or as instructed by DRAP. DRAP shall have the right to immediately terminate this Agreement and claim any damages in the case of any default of this Clause by the Company.
		23.5	The Company affirms and agrees that any information including but not limited to data files stored at its designated premises by DRAP shall remain the sole property of DRAP and nothing in this Agreement shall construe as giving any right on such information/data to the Company.
24.	Insurance	24.1	The Insurance of the record shall be the discretion of the supplier.
25.	Change Orders	25.1	The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to amendment in contract, make changes within the general scope of the Contract, only if required for the successful completion of the job.
		25.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for

			adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPRA should be violated.
26.	Contract Amendments	26.1	Subject to GCC Clause 25 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
27.	Assignment	27.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
28.	Sub-contracts	28.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
29.	Delays in the Supplier's Performance	29.1	Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		29.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		29.3	Except as provided under GCC Clause Termination for solvency , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause Termination for Default , unless an extension of time is agreed upon without the application of liquidated damages.

30.	Liquidated Damages	30.1	Subject to GCC Clause Termination for Default, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPRA.
31.	Termination for Default	31.1	The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:
			a) if the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause for delay in the service provider's performance;
			b) the Supplier fails to perform any other obligation(s) under the Contract; or
			c) If the Service Provider, in the judgement of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per relevant rule of PPRA Rules.
			d) the supplier has abandoned or repudiated the contract.
			e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
			f) a payment is not paid by the Procuring Agency to the Supplier after 120 days from the due date for payment;
			g) the Procuring Agency gives Notice that service provided with a defect is a fundamental breach of Contract and the

			Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
			h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		31.2	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 31.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.
32.	Termination for Force Majeure	32.1	Notwithstanding the provisions of GCC Clauses 29, 30, and 31, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
		32.2	For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of “Force Majeure”.
		32.3	If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning “Force Majeure” may be decided through means given

			herein below.
33.	Termination for Insolvency	41.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.
34.	Termination for Convenience	42.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		42.2	The Systems that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining system, the Procuring Agency may elect:
			a) To have any portion completed and delivered at the Contract terms and prices; and / or
			b) To cancel the remainder and pay to the service provider an agreed amount for partially completed services and for materials and parts previously procured by the service provider.
35.	Disputes Resolution	35.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		35.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

36.	Procedure for Disputes Resolution	36.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC .
		36.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		36.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC .
37.	Replacement of Arbitrator	37.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
38.	Notices	38.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .
		38.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.



SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Procuring Agency is: Drug Regulatory Authority of Pakistan
2.	1.1	The Supplier is: <i>[Name and address]</i>
3.	1.1	The title of the subject procurement or The Project is: <i>Provision of Record Management Services to Drug Regulatory Authority of Pakistan</i>
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be: English
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of the Federal Public Procurement Regulatory Authority
	5.2	The Contract shall be effective from the date of award of contract and subsequent submission of performance guarantee by the successful bidder
Country of Origin (GCC 6)		
6.	6.1	Country of Origin should be within the approved countries under section IV of the bidding document.

Scope of the Services (GCC 7)															
7.	7.1	The Scope of the record management serviced is as specified in the GCC 7.1 and as per technical specification of the bidding document section V													
Supplier Responsibilities (GCC 8)															
8.	8.1	The Supplier shall have the responsibilities as specified in GCC 8.													
Procuring Agency's Responsibilities (GCC 9)															
9.	9.1	The Procuring agency shall have the responsibilities as specified in GCC 9.													
Price (GCC 10)															
10.	10.1	Price shall be charged by the supplier as per quoted price only.													
Payment (GCC 11)															
11.	11.1 to 11.6	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:													
		<table border="1"> <thead> <tr> <th>Sr</th> <th>Milestone</th> <th>Time Period</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Complete transfer and digitization including scanning, indexing, preparation of boxes as per specifications mentioned in BDS and safe storage of DRAP's record from NIH warehouses to firm's safe storage area.</td> <td>Within 60 days of submission of final invoice by the firm duly verified by Admin (Vigilance) section of DRAP.</td> <td>100%</td> </tr> <tr> <td>2</td> <td>Monthly Expense for safe storage (A), collection and delivery within Islamabad (B) and purchasing of new</td> <td>Monthly expense will be reimbursed within 15 days after submission of invoice submitted by the firm duly verified by the</td> <td>100%</td> </tr> </tbody> </table>	Sr	Milestone	Time Period	Payment	1	Complete transfer and digitization including scanning, indexing, preparation of boxes as per specifications mentioned in BDS and safe storage of DRAP's record from NIH warehouses to firm's safe storage area.	Within 60 days of submission of final invoice by the firm duly verified by Admin (Vigilance) section of DRAP.	100%	2	Monthly Expense for safe storage (A), collection and delivery within Islamabad (B) and purchasing of new	Monthly expense will be reimbursed within 15 days after submission of invoice submitted by the firm duly verified by the	100%	
Sr	Milestone	Time Period	Payment												
1	Complete transfer and digitization including scanning, indexing, preparation of boxes as per specifications mentioned in BDS and safe storage of DRAP's record from NIH warehouses to firm's safe storage area.	Within 60 days of submission of final invoice by the firm duly verified by Admin (Vigilance) section of DRAP.	100%												
2	Monthly Expense for safe storage (A), collection and delivery within Islamabad (B) and purchasing of new	Monthly expense will be reimbursed within 15 days after submission of invoice submitted by the firm duly verified by the	100%												

		boxes (C) for DRAP's record..	Admin (Vigilance) section of DRAP.	
Payment in Pakistani rupee shall be made within time period mentioned above duly verified by the Admin (Vigilance) section of DRAP.				
Performance Guarantee (GCC 12)				
12.	12.1	The amount of performance guarantee, as a percentage of the Contract Price, shall be: <i>10% of the accepted bid price for the successful bidder.</i>		
13.	12.4 & GCC 16	After delivery and acceptance of the record management services as mention in the BDS, the Performance Guarantee shall be withheld for 01 year to cover the Supplier's performance in accordance with GCC Clause 29.		
Taxes and Duties (GCC 13)				
14.	13.	<i>"There are no Special Conditions of Contract applicable to GCC Clause 13"]</i> .		
Copy Rights (GCC 14)				
Use of contract documents and information; inspection audit by the procuring agency.				
15.	15.1 to 15.6	As mentioned in the GCC 15.1 to 15.6		
Confidential Information (GCC 16)				
16.	16.1 to 16.4	<i>"There are no modifications to the confidentiality terms expressed in GCC Clause 16.</i>		
17.	16.5	<i>The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for 03 years</i>		
Sub-Contracting (GCC 17)				
18.	17.1	<i>"There are no Special Conditions of Contract applicable to GCC Clause 17."</i>		
Transportation (GCC 19)				
19.	19.1	The Supplier <i>"shall"</i> be free to use transportation through carriers registered in any eligible country and <i>"may"</i> obtain insurance from any eligible source country at his own cost.		
Inspections and Tests (GCC 20)				
20.	20.1 to 20.4	There is no addition to the inspection details as mentioned in GCC 20 except that the warehouse selected by the firm for storage of DRAP;s record shall be free from litigation, shall have proper temperature, air		

		conditioning and lighting with fire proof system so as to avoid any damage to DRAP's record in any case whatsoever.
Delays in the Suppliers' Performance (GCC 29)		
21.	29.1 to 29.3	There is no addition in the special conditions as already mentioned in GCC Clause 29. Delivery time period for complete record management from NIH warehouse to firm's own warehouse shall be six (06) months from issuance of P.O / award letter.
Intellectual Property Rights Indemnity (GCC 29)		
22.	29.1	<i>"There are no Special Conditions of Contract applicable to GCC Clause 29."</i>
Insurance (GCC Clause 30)		
23.	30.1	Insurance of the items before delivery in DRAP shall be the discretion of the supplier.
Change Orders (GCC 25)		
24.	25.1 & 25.2	<i>"There are no Special Conditions of Contract applicable to GCC Clause 25."</i>
Assignment (GCC 27)		
25.	27.1	Contract can be assigned (<i>no</i>)
Liquidated Damages (GCC Clause 30)		
26.	30.1	Applicable rate: <i>[0.2 per cent per day of undelivered materials/good's value.]</i> Maximum deduction: is equal to the performance security.
Procedure for Dispute Resolution (GCC Clause 35)		
27.	35.1 to 35.2	<p>Dispute Resolution</p> <p>(a) <u>For Contracts to be entered with foreign Contractor/ Service Provider:</u></p> <p><i>If the Supplier is foreign (including a Joint Venture when at least one partner is foreign), the Contract shall contain the following provision: Arbitration proceedings shall be conducted in accordance with the rules of arbitration of [select one of the following: the London Court of International Arbitration]. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</i></p> <p>(b) <u>For Contracts to be entered with nationals of Pakistan:</u></p>

	<ol style="list-style-type: none"> <li data-bbox="516 96 1435 562">1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. <li data-bbox="516 600 1435 716">2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. <li data-bbox="516 768 1435 1052">3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad and proceedings will be conducted in English language. <li data-bbox="516 1104 1435 1388">4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. <li data-bbox="516 1398 1435 1503">5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. <li data-bbox="516 1545 1435 1612">6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the
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		Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.
Notices (GCC Clause 38)		
28.	38.1 to 38.2	— Procuring Agency’s address for notice purposes: Drug Regulatory Authority of Pakistan, Prime Minister’s National Health Complex, Park Road, Islamabad. —Supplier’s address for notice purposes: As mentioned in the bidding document submitted by the firm on PPRA’s EPADs.

SECTION IX: CONTRACT FORMS



Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between [*name and address of Procuring Agency*] of Pakistan (hereinafter called “the Procuring Agency”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of record management services, viz., [*brief description of services*] and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of Contract;
 - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;

(g) the Procuring Agency's Letter of Acceptance

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

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

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

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

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Supplier:

Performance Security (or guarantee) Form

To: *[name of Procuring Agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

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

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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

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

compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]

[Seller/Supplier]

