Standard Bidding Document

Hiring of Courier Company for CMU
(Non-Consultancy Services)

National

Single Stage-Two Envelope

CORRIGENDUM # 2	CORR-P54218-002
Initiation Date	November 13, 2026

November 13, 2026

The Global Fund Grant for AIDS, TB & Malaria under M/o Health (Common Management Unit (CMU)),Procurement Officer
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Table of Contents

PROCUREMENT NOTICE 1

Instructions to Bidders 3

Bid Data Sheet 23

Bids Data Sheet (BDS) 24

Eligibility Criteria 29

Evaluation Criteria 32

Required Services 35

Related Services : 36

Services Specifications 37

Scope of Work 39

Brief Description 43

Price Schedule 44

General Conditions of Contract 46

Special Conditions of Contract 56

Bid Securing Declaration 62

Contract Form 64

Integrity Pact 67

Performance Guarantee Form 69

Annexure 72

Annex-B-Financial Bid Pattern for Financial bid 73

(j) Form 4: Form of Integrity Pact (Technical bid requirement) 73

Form 5: Form of Bank Guarantee as Bid Security 73

Form 6: Form of Performance Security or Guarantee 73

Form 7: Undertaking 74

(i) Bidders' Directors, Managing Partners, Chief Executives Officer have no relationship 1 with any staff working

(m) Bank statement for the last twelve (12) months and bank certificates or Alternatively, 74 Audited Books of Ac

Form 1: Bid Form 75

Form 2-Price Schedule 75

Form 3 Contract Form 75

Annex-A Whistle blowing policy (Anti-Fraud and Corruption Policy) 76

Annex-C An affidavit duly attested by notary public 76

TOR's signed stamped by the authorised person needs to be attached 1

Procurement Forms 77

Past Experience and Completed Contracts 1

Current Contracts and Their Progress 1

Financial Capacity and Net Worth Evaluation Form 1

Average Annual Turnover 1

Additional Forms and Documents 80

PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **The Global Fund Grant for AIDS, TB & Malaria under M/o Health (Common Management Unit (CMU))** has reserved Funds for the procurement planned for FY **2026-27**. The **The Global Fund Grant for AIDS, TB & Malaria under M/o Health (Common Management Unit (CMU))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Hiring of Courier Company for CMU** " with the reference of **"P54218"**

2. The **The Global Fund Grant for AIDS, TB & Malaria under M/o Health (Common Management Unit (CMU))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/54218**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, November 19, 2026 11:00 AM**. E-bids will be opened on the same day at **Thursday, November 19, 2026 11:30 AM**. Manual submission of Bids shall

not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. The Eligibility of the Bidders shall be determined in accordance with the Rule 21 of the Public Procurement Rules, 2026.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 8.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. All clarification shall be in accordance with the Rule 38 of the public Procurement Rules, 2026.

8. **Amendment of Bidding documents**

8.1. 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 addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. 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 after record reason in writing:

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

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 10 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 11.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 17; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids 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.

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency 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 pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 14.2 shall not be applicable in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB 17.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 17.5 are invoked.

17.4. Unsuccessful Bidders’ Bid Security will be discharged or returned as promptly as possible after the award of contract, 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, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

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

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 30; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 48; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 49.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Establishment of Procurement Cell**

22.1. PA to establish a Procurement Cell which shall carryout procurements as per Rule 10 of Public Procurement Rules, 2026.

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. The Procuring Agency will open all bids through EPADS at the place, on the date and at the time, specified in the **BDS**.

26.2. The bids shall be opened one at a time, and the following and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

27. **Confidentiality**

27.1. 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 person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

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 4**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. 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.

28.3. 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 evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and**

Schedule of Requirements,prescribed inthe bidding document have been met without material deviation or reservation.

29.2. 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 28,** it shall reject the bids.

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 Forms 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 that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his 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.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 28.**

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

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

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot

combinations in the Form of Bid, is specified in the **BDS.**

33. **Determination of Most Advantageous Bids**

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

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-clause (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it 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 such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. Appointing Authority for the Arbitrator shall be Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by

according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and that has been declared as Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award 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).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 49** and signing of the contract in accordance with **ITB 48.**

48. **Signing of Contract**

48.1. 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. The successful bidder and the procuring agency shall sign the contract.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee 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 Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** 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.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

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

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and

accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not 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-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **The Global Fund Grant for AIDS, TB & Malaria under M/o Health (Common Management Unit (CMU))**

The subject of procurement is: **Hiring of Courier Company for CMU**

Expected commencement date: **Thursday, December 31, 2026**

BDS Clause Number 2
ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P54218**

BDS Clause Number 3
ITB Number 4

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, November 16, 2026

Pre-Bid Meeting: Wednesday, October 14, 2026 10:30 AM
Venue: EPI Building, Block-C & F, Prime Minister Health Complex Near NIH, Park Road Chak Shahzad, Islamabad

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **The Global Fund Grant for AIDS, TB & Malaria under M/o Health (Common Management Unit (CMU))** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid:

1. As per eligibility criteria

2. The bid security shall be valid for the entire bid validity period plus an additional twenty-eight (28) days. The additional twenty-eight (28) days shall be counted after the last day of the bid validity period. For avoidance of doubt, if the bid validity period is 120 days counted from the date of the deadline for bid submission, the bid security shall be valid for at least 148 days (120 days plus 28 days).

3. Bidder prepared and submitted/attached the signed, and stamped TOR', showing the extent of compliance to the Purchasers specifications (SOW & TOR') attached with SBD.

BDS Clause Number 7
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.1

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10
ITB Number 7.1

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

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

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given
Instrument of Bid Security Shall be in the Name of : **National TB Control Program**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft**

BDS Clause Number 15
ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

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

FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory

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

The deadline for Bids submission is: **Thursday, November 19, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

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

Day *: **Thursday***

Date: ***Thursday, November 19, 2026***

Time *: **11:30 AM***

BDS Clause Number 19
ITB Number 32.1

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

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Banker's Cheque, Bank Guarantee, Demand Draft**

BDS Clause Number 21
ITB Number 51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
FBR (GSTN)

Eligibility Criteria	Document
Preliminary evaluation shall determine the eligibility of bidders and the administrative compliance of bids received to the requirements of the bid as listed below, and shall be evaluated on a pass or fail basis. The purchaser may request for clarifications and additional historical documents	No
(a) The bid is sealed and submitted the bid in line with the single stage-two envelops bidding procedure; that is, a bid comprises a single package containing two separate stages. Each stage shall contain separately the financial proposal and the technical proposal on EPADS System.	Yes
(b) The bidder has submitted a copy of the company registration or incorporation certificate or current trading license; any other legal registration document whenever applicable.	Yes

(c) Bidder is registered with Income Tax and General Sales Tax (GST) Departments and are on Active Taxpayers List of the Federal Board of Revenue (FBR), with a National Tax Number (NTN). Bidder to submit copies of certificates and a printed copy of proof of Active Taxpayer List (ATL).	Yes
(d) Bidder prepared and submitted the Bid Submission Sheet (Bid Form), duly filled, signed, and sealed/stamped, in accordance with ITB. No alteration is to be made in the Bid Submission Sheet (Bid Form) except in filling up the blank space as directed. attached with SBD as (Form 1: Bid Form)	Yes
(e) Bidder prepared and submitted a detailed Specification and Compliance Sheet, signed, and stamped the SOW & TOR', showing the extent of compliance to the Purchasers specifications (SOW & TOR') attached with SBD.	Yes
(f) Bid is valid for a period of 120 calendar days counted from the date of the deadline for submission of bids. (Please provide signed and stamped undertaking on your organizational letterhead).	Yes
(g) The bidder has submitted valid copy of the Bid Security or Earnest money in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of National TB Control Program, valid for at least 148 days (120 days of bid validity plus 28 days). Original Bid Security or Earnest money must be submitted to the CMU office and a scan & readable copy must be uploaded on EPADS 2.0.	Yes
(h) The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices in ITB and should not be blacklisted by any Government or non-government organization. An affidavit duly attested by notary public shall be attached with the bidding document as evidence. Please See the Details in attached Annex-C An affidavit duly attested by notary public	Yes
(i) Bidders' Directors, Managing Partners, Chief Executives Officer have no relationship with any staff working in CMU or worked with CMU and Ministry of National Health Services, Regulations & Coordination during the last seven (07) years. This statement should be submitted on company letter head dully stamped and signed by the authorized person.	Yes
(j) Bidder has signed and attached the Integrity Pact statement as provided under the section for sample forms. Please See the Details in attachment with SBD as (Form 4 integrity Pact)	Yes

(k) There are no claims against the bidder of poor market reputation or previous default on quality while supplying goods/services to CMU. (undertaking required on company letterhead)	Yes
(L) The bidder shall submit proper documentary evidence for financial soundness of the firm since as Bank statement for the last twelve (12) months and bank certificates or Alternatively, Audited Books of Accounts for at least the last two financial years from 2023-2024; 2024-2025.	Yes
(m) The whistle blowing policy (Anti fraud & Corruption policy) exists in and applicable CMU, if you identify any type of abnormalities mentioned in the policy, please notify it immediately to National Coordinator (NC-CMU) and In-charge Audit Officer at given landline number/email (051-9255388, ilyas.qurshi@cmu.gov.pk). The detailed policy is attached as Annex-A with SBD as an information which must be signed& stamped by the vendor.	Yes

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	**70**
Technical Evaluation Criteria	
Year of Establishment Proven experience in provision of courier services. Experience will be counted from the date of registration of the company. Minimum Experience Required: 02 Years Evidence: The bidder shall submit the date of registration/incorporation and year of establishment, duly signed and stamped by the authorized representative on the company’s letterhead. (Qualitative)(Doc Required) More than 5 years relevant experience (above 05 Years Experience will get 15 marks) **(15)** Relevant experience of up to 05 Years (10 Mark) **(10)** At least 02 years of relevant experience (07 Marks) (less than 2 years of experience as non-suitable and award 0 marks). **(7)**	15
Technical Evaluation Criteria	

No. of total Employees (Minimum 1000). Availability of human resources that will ensure due quality and timely delivery of courier services. Evidence: The bidder shall submit the total number of employees, duly certified/signed and stamped by the authorized representative on the company's letterhead. (Qualitative)(Doc Required) 2001 to 3000 or above Employees **(15)** 1001 to 2000 Employees **(10)** 1000 Employees **(5)**	15
Geographical Presence: Courier Service Centers in almost all districts of Pakistan/Express Centers/ Online Locations (minimum 300 centers over the country) Number of offices in Pakistan. Evidence: The bidder shall submit a list of offices/service centers, duly signed and stamped by the authorized representative, on the company's letterhead. (Qualitative)(Doc Required) Courier Service Centers 401 and above locations online tracking access and visibility **(15)** Courier Service Centers at 301 to 400 locations with online tracking access and visibility **(10)** Courier Service Centers at 300 locations with online tracking access and visibility **(5)**	15
Total Number of Clients successfully served over 250,000 PKR/ billing monthly: (minimum 20 Clients over the country) Firm's experience for the provision of Courier services to corporate firms, Local/INGO's, UN and Government organizations in Pakistan. For evidence attach copies of contracts, service agreements and certificates of performance. No marks will be awarded if evidence would not be attached. (Qualitative)(Doc Required) Total Number of Clients 81-100 Clients or above: 20 marks **(20)** Total Number of Clients 51- 80 : 10 marks **(10)** Total Number of Clients 21- 50 : 05 marks **(5)**	20
SMS/ Online Tracking System Yes : 10 marks No : 0/Nil The bidder shall provide documented proof of the operational SMS/online tracking system, such as system screenshots, sample tracking reports, or relevant system documentation. (Quantitative)(Doc Required)	10

Service Provider Owned Fleet: (minimum 100 Normal vehicles required) The bidder shall submit the total number of owned vehicles, duly certified/signed and stamped by the authorized representative on the company’s letterhead. Evidence: The bidder shall submit a vehicle list indicating registration number, vehicle type, and ownership status, along with details if the available reefer vehicles. (Qualitative)(Doc Required) 1001 to 1500 Normal Vehicles **(15)** 501 to 1000 Normal Vehicles **(10)** 101 to 500 Vehicles **(5)**	15
ISO Certified Company (ISO Certificate attached)Yes : 10 marks No: 0/Nil Evidence: The bidder shall submit a valid copy of the ISO certificate issued by an accredited certification body. (Quantitative)(Doc Required)	10

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Required Services

Lot Title : National (Domestic) Courier Service

Bid Security : 159840 PKR

Position	Delivery Schedule	Quantity
National Shipment Flat Rates PKR (Inclusive of All Charges i.e FAC, SHS & applicable Taxes) ote: also for detail prices kindly submit dully filled Financial Bid Pattern Annex-B	**Address:** FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory **Schedule:** 365 days over the contract period **Quantity:** 44300/Kg	44300/Kg
Cold Chain Shipments National Flat Rates PKR (Inclusive of All Charges i.e FAC, SHS & applicable Taxes) Note: also for detail prices kindly submit dully filled Financial Bid Pattern Annex-B	**Address:** FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory **Schedule:** 365 days over the contract period **Quantity:** 904/Kg	904/Kg

Related Services :

No

Services Specifications

Lot Title : National (Domestic) Courier Service

Position: National Shipment Flat Rates PKR (Inclusive of All Charges i.e FAC, SHS & applicable Taxes) ote: also for detail prices kindly submit dully filled Financial Bid Pattern Annex-B

Specifications / Requirements:

Description	National Shipment Flat Rates PKR (Inclusive of All Charges)		
Weight	Intra/Within City rate PKR without GST	Intra provincial Same Zone PKR without GST	Intra Country Different Zones PKR without GST
0.01 KG to 0.5 KG			
0.6 to 1 KG			
Additional 0.5 KG			
Additional one 01 KG			
Special Handling Charges per SHS Shipments			
Fuel Adjustment Charges			
Total Domestic Bid Price PKR Without GST			

Position: Cold Chain Shipments National Flat Rates PKR (Inclusive of All Charges i.e FAC, SHS & applicable Taxes) Note: also for detail prices kindly submit dully filled Financial Bid Pattern Annex-B

Specifications / Requirements:

Description	Cold Chain Shipments for Small & Medium size (If required) PKR (Inclusive of All Charges)		
Weight	Intra/Within City rate PKR without GST	Intra provincial Same Zone PKR without GST	Intra Country Different Zones PKR without GST
0.01 KG to 0.5 KG			
0.6 to 1 KG			
Additional 0.5 KG			
Additional one 01 KG			
Special Handling Charges per SHS Shipments			
Fuel Adjustment Charges			
Total Domestic Bid Price PKR Without GST			

Scope of Work

Terms of Reference for Courier Company

1. The courier firm will be responsible for delivering official documents and goods within the city (ICT), within the province, and across the country (Pakistan) from Monday to Saturday.

2. In case of an emergency, the firm should be available at any time during the day, week, or weekend.

3. The company should nominate a focal person and share their credentials with our organization. The focal person must be available during working hours and respond promptly to any queries for pickups during or after working hours.

4. The pickups will take place at the CMU office, warehouse, and National Reference Laboratory, and the pickup time will be from 9:00 AM to 3:30:00 PM on a routine basis.

5. Official documents and goods must be delivered within 24 hours within the city (ICT and Rawalpindi), within the provincial zone, and within 48 hours to a different provincial zone. For intra-country (Pakistan) border areas, delivery must be completed within 72 hours. or as per agreement.

6. A delivery date and the name of the receiver should be mentioned on the invoice along with the booking date.

7. General mail pickups from the CMU main office will be made daily, including on Saturdays, with delivery only taking place during working days.

8. The service provider is responsible for delivering consignments across Pakistan, and no additional charges will be paid for delivery in the "No Service Area."

9. The service provider should contact the consignee or shipper in case of any difficulty in delivering the goods and parcels, such as a change of address or non-availability of the consignee.

10. Undelivered shipments should be returned to the CMU warehouse within 24 to 48 hours, depending on the area and location.

11. The CMU office reserves the right to check the postages for timely delivery to the destination.

12. Undelivered shipments must be returned to the shipper without any additional costs, and the courier must provide the receiving signature and name of the consignee or receiving person daily or upon delivery. Additionally, the service provider needs to provide CNs and QSR with the invoice.

13. An online application/portal must be provided to the shipper, with routine updates of consignment status.

14. Penalties and Deductions: In case a consignment is lost and remains untraced, the Contractor/Courier shall be liable to pay a penalty equivalent to the invoice value of the lost item, along with the applicable PSCM cost. If the consignment is subsequently traced, it shall be delivered to the consignee without any additional charges.

15. In case of damage to any consignment attributable to the negligence or mishandling of the Contractor/Courier, the Contractor/Courier shall be liable for the cost of the damaged item, as determined by the Procuring Entity, in addition to any applicable charges/costs. Furthermore, a 10% deduction from the applicable courier charges shall be made for any delay in delivery beyond the agreed delivery timeline (as per agreement), unless the delay is due to circumstances beyond the Contractor/Courier's reasonable control and is duly substantiated.

16. The service provider will provide cold chain services as needed. The officer making the request should provide all the necessary information to the service provider, either through email or other forms of communication. The relevant CMU officer must ensure that the packaging is suitable for the nature and needs of the supply. The service provider must guarantee expedited delivery of all cold chain shipments. The CMU office will oversee the temperature using a data logger, and the recipient must

share the data report from the logger along with a receipt acknowledgement upon delivery of the shipment.

17. The CMU Warehouse will prepare packages and make the shipment ready for pickup. They will include the Stock Issuance Voucher (SIV) and an address tag for the delivery destination. The CMU warehouse officer in charge will ensure the pickup and record all shipment details, including the number of packages, on the SIV. The service provider is responsible for picking up the shipment during office hours and in the presence of the concerned officer. They should weight the shipment and record the weight on the SIV along with the consignment number (CN). The service provider should also sign and stamp the SIV during pickup and provide a copy to the warehouse officer.

18. The CMU warehouse team will submit a Six-Monthly report on the performance of the courier service provider of the services rendered to the warehouse. This review will cover the following indicators:

a.	1.Delivery lead time
b.	2. Number of shipments delivered and complaints recorded/received
c	3. Communication lead time – response to issues regarding shipments
d	4. Quality of reports submitted by service provider every month
e	5. Variations in weight in the monthly invoices

f	6. Quality of services, including time management of pickup from the CMU warehouse, safety of supplies during transit, and safe delivery at sites.

If the performance is unsatisfactory and there is a breach of the contract, the case will be referred to management with recommendations for remedial actions. This may include a penalty or the recovery of losses.

19. Letters/Mail shall only be picked from the CMU office under a separate account number of the CMU office.

If the performance is unsatisfactory and there is a breach of the contract, the case will be referred to management with recommendations for remedial actions. This may include a penalty or the recovery of losses.

Additional Terms of TOR's for Courier Company

20**a). PERIOD:**

The initial contract shall be executed for a period of one (01) year. However, the agreement shall remain enforced for total period of three years from the date of execution, renewable/extendable on yearly basis by CMU or subject to mutual consent and satisfactory performance of the Courier Company.

b. Any extension of the contract shall be subject to a formal performance appraisal by the CMU Warehouse/Admin, continued requirement of services, budgetary provisions the service contract would be extended with 10 % increase in the quoted prices upon approval of the competent authority of CMU

c. Rates quoted by the firm will be final for the 1st year exclusive of GST and inclusive of all other taxes levied by the Govt of Pakistan at the time of signing of the agreement and will be effective for the whole agreement period. GST is not applicable (if CMU-NTP will provide GST Exemption letter).

d.Terms of renewal of the services will be regulated as per NTP/CMU rules.

21) PERFORMANCE GUARANTEE:

Amount of performance bond 10% of the total awarded contract price can be submitted in the form of a Pay Order, Bank Draft, or Bank Guarantee made in favor of the **National TB Control Program**, within (07) days of the receipt of the letter awarding the job/contract, the same shall be treated as cancelled and the earnest money shall be forfeited. released after completion of delivery and acceptance of goods by the purchaser or expiry of the contract. using the Form in this bid, in Pakistan Rupees, valid for a period of not less than twelve (12) months. The 10% amount calculation shall be based upon the courier service charges paid by CMU-NTP during the last twelve (12) months.

Signature:	_____	Name:	_____
Position:	_____	Date:	_____
Authorized for and on behalf of:		*(DD/MM/YY)*	
Company:	_____ Stamp or seal:		

Brief Description

As per TOR's

Price Schedule

For Individual Positions

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

For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

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

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

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

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of required resources and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

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

12. **Modification**

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

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

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

13.4. **Payments**

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

14. **Termination**

14.1. **By the Procuring Agency**

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

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**

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

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

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

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

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

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

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

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

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

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

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

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

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

20.3. **Lack of performance penalty**

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

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

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

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

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

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

24. **Removal and / or Replacement of Personnel**

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

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

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

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

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

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

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

30. **Correction of Defects, and Lack of Performance Penalty**

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

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

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

31. **Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Definitions

The Procuring Agency is: The Global Fund Grant for AIDS, TB & Malaria under M/o Health (Common Management Unit (CMU)), Procurement Officer FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory

Contractor is:

The title of the subject procurement is:Hiring of Courier Company for CMU

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

The Global Fund Grant for AIDS, TB & Malaria under M/o Health (Common Management Unit (CMU)), Procurement Officer
FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory
+92-333-942-5792
ahmad.zeb@cmu.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

The Global Fund Grant for AIDS, TB & Malaria under M/o Health (Common Management Unit (CMU)), Procurement Officer
FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory
+92-333-942-5792
ahmad.zeb@cmu.gov.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.14%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **National TB Control Program**

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Bank Guarantee, Demand Draft

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Inspections & Tests Requirements

No

Delivery & Documents

As per Terms of Reference (TORs) from end user for Courier Company mentioned & attached in the SBD

1. Official documents and goods must be delivered within 24 hours within the city (ICT and Rawalpindi), within the provincial zone, and within 48 hours to a different provincial zone. For intra-country (Pakistan) border areas, delivery must be completed within 72 hours. Or as per agreement

2. Applicable rate: Penalty for delay in delivery is 0.1428% per day or any part there of up to initial maximum delay of 10 weeks; thereafter CMU may terminate order after total “10” weeks of delay and after that, the order will be cancelled and bid performance guarantee will be forfeited to program accounts.

3. Any transportation or delivery to an incorrect consignee/location shall be rectified by the contractor at its own cost and without delay, It is suggested that Losses and damages may be recovered from pending invoices, retention amounts, or performance security.

4. The firm will submit monthly delivery report of Intra-city, Intra-provincial (ICT) and Intra country (Pakistan) to CMU Office along with monthly invoice. Delivery alert on SMS should be received upon delivery of goods. Payments will be made on receipt of monthly QSR report dully signed from vendor/company along with the original invoice.

5. "During the occurrence of Force Majeure, payment shall only be made for services actually performed andaccepted by the Procuring Agency prior to or during the Force Majeure event. No payment shall be admissible for services not rendered due to Force Majeure, except where expressly approved by the Procuring Agency. Force Majeure events/conditions beyond the control of Company and CMU, such as acts of God, acts of terrorism, civil disturbances, epidemics or similar emergency beyond the control.

6. Penalties and Deductions: In case a consignment is lost and remains untraced, the Contractor/Courier shall be liable to pay a penalty equivalent to the invoice value of the lost item, along with the applicable PSCM cost. If the consignment is subsequently traced, it shall be delivered to the consignee without any additional charges.

7. In case of damage to any consignment attributable to the negligence or mishandling of the Contractor/Courier, the Contractor/Courier shall be liable for the cost of the damaged item, as determined by the Procuring Entity, in addition to any applicable charges/costs.

8. Furthermore, a 10% deduction from the applicable courier charges shall be made for any delay in delivery beyond the agreed delivery timeline (as per agreement), unless the delay is due to circumstances beyond the Contractor/Courier’s reasonable control and is duly substantiated.

9. Supporting documents must be attached with Technical Proposal for each evaluation parameter. • Minimum threshold for qualifying is 70% i.e., bidders obtaining 70% marks shall be qualified for opening of financial proposals, JV is not Allowed..

10. Transit insurance shall ordinarily be arranged separately by CMU. However, upon prior request by CMU, the Service Provider/Courier Firm may arrange insurance for a consignment. The applicable premium and terms shall be quoted by the Service Provider and subject to CMU’s prior approval. Approved insurance costs shall be payable by CMU

Number of GC Clause 31

Following is the guidance for Dispute Resolution

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

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

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

iv. 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**.**

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

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

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P54218***

To: **The Global Fund Grant for AIDS, TB & Malaria under M/o Health (Common Management Unit (CMU)), Procurement Officer FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **The Global Fund Grant for AIDS, TB & Malaria under M/o Health (Common Management Unit (CMU)), Procurement Officer FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Hiring of Courier Company for CMU (*P54218*)** and has accepted a Bids by the Bidder for the provision of 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:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Performance Guarantee Form

Performance Guarantee Form

To: **The Global Fund Grant for AIDS, TB & Malaria under M/o Health (Common Management Unit (CMU)), Procurement Officer FDI Building, CMU office NIH Chak Shehzad, Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services*(*hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Annex-B-Financial Bid Pattern for Financial bid

(Schedule of Requirement) Annex-B-Financial Bid Patternrequired with Financial bid

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-B-Financial Bid Pattern for Financial bid** (page number: 81)

(j) Form 4: Form of Integrity Pact (Technical bid requirement)

Form 4: Form of Integrity Pact

(j) Bidder has signed and attached the **Integrity Pact statement** as provided under the section for sample forms,

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **(j) Form 4: Form of Integrity Pact (Technical bid requirement)** (page number: 82)

Form 5: Form of Bank Guarantee as Bid Security

Form 5: Form of Bank Guarantee as Bid Security

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form 5: Form of Bank Guarantee as Bid Security** (page number: 83)

Form 6: Form of Performance Security or Guarantee

Form 6: Form of Performance Security or Guarantee

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form 6: Form of Performance Security or Guarantee** (page number: 86)

Form 7: Undertaking

Form 7: Undertaking

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form 7: Undertaking** (page number: 89)

(i) Bidders' Directors, Managing Partners, Chief Executives Officer have no relationship with any staff working in CMU or worked with CMU and Ministry NHSR&C during the last seven (07) years.

(i) Bidders' Directors, Managing Partners, Chief Executives Officer have **no relationship** with any staff working in CMU or worked with CMU and Ministry of National Health Services, Regulations & Coordination during the last seven (07) years. **This statement should be submitted on company letter head dully stamped and signed by the authorized person**.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **(i) Bidders' Directors, Managing Partners, Chief Executives Officer have no relationship with any staff working in CMU or worked with CMU and Ministry NHSR&C during the last seven (07) years.** (page number: 90)

(m) Bank statement for the last twelve (12) months and bank certificates or Alternatively, Audited Books of Accounts for at least the last two financial years from 2023-2024; 2024-2025.

(m) The bidder shall submit proper documentary evidence for financial soundness of the firm since as Bank statement for the last twelve (12) months and bank certificates or Alternatively, Audited Books of Accounts for at least the last two financial years from 2023-2024; 2024-2025.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **(m) Bank statement for the last twelve (12) months and bank certificates or Alternatively, Audited Books of Accounts for at least the last two financial years from 2023-2024; 2024-2025.** (page number: 91)

Form 1: Bid Form

Form 1: Bid Form/ Cover Letter/Signed & Stamped)

(d) Bidder prepared and submitted the Bid Submission Sheet (Bid Form), duly filled, signed, and sealed/stamped, in accordance with ITB. No alteration is to be made in the Bid Submission Sheet (Bid Form) except in filling up the blank space as directed.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form 1: Bid Form** (page number: 92)

Form 2-Price Schedule

Form 2-Price Schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form 2-Price Schedule** (page number: 93)

Form 3 Contract Form

Form 3 Contract Form

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form 3 Contract Form** (page number: 94)

Annex-A Whistle blowing policy (Anti-Fraud and Corruption Policy)

Whistle blowing policy (Anti-Fraud and Corruption Policy)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-A Whistle blowing policy (Anti-Fraud and Corruption Policy)** (page number: 95)

Annex-C An affidavit duly attested by notary public

Declaration of Ineligibility for Corrupt and Fraudulent Practices and
Not-Blacklisted

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-C An affidavit duly attested by notary public** (page number: 97)

TOR's signed stamped by the authorised person needs to be attached

e) Bidder prepared and submitted a detailed Specification and Compliance Sheet, **signed, and stamped the SOW & TOR', showing the extent of compliance to the Purchasers specifications (SOW & TOR') mentioned attached in SBD.**

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **TOR's signed stamped by the authorised person needs to be attached** (page number: 98)

Procurement Forms

Past Experience and Completed Contracts

Total Number of Clients successfully served over 250,000 PKR/ billing monthly: (minimum 20 Clients over the country)
Firm's experience for the provision of Courier services to corporate firms, Local/INGO's, UN and Government
organizations in Pakistan. For evidence attach copies of contracts, service agreements and certificates of performance.
No marks will be awarded if evidence would not be attached.

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 101)

Current Contracts and Their Progress

Total Number of Clients successfully served over 250,000 PKR/ billing monthly: (minimum 20 Clients over the country)
Firm's experience for the provision of Courier services to corporate firms, Local/INGO's, UN and Government
organizations in Pakistan.

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 102)

Financial Capacity and Net Worth Evaluation Form

(L) The bidder shall submit proper documentary evidence for financial soundness of the firm since as Bank statement for the last twelve (12) months and bank certificates or Alternatively, Audited Books of Accounts for at
least the last two financial years from 2023-2024; 2024-2025.

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 103)

Average Annual Turnover

(L) The bidder shall submit proper documentary evidence for financial soundness of the firm since as Bank statement for the last twelve (12) months and bank certificates or Alternatively, Audited Books of Accounts for at
least the last two financial years from 2023-2024; 2024-2025.

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 105)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
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Additional Forms and Documents

Price Schedule

Annex-B Financial Bid Pattern

i. National (Domestic) Rates for Courier Service

Service Overnight	Weight	National Shipment Flat Rates PKR (Inclusive of All Charges i.e FAC, SHS & applicable Taxes) applied percenatge of FAC must be mentioned (Estimitated Total Quantity Dispatched 44300 KG's)								
		Intra City Rate (Total estimated Qty KG's= 4300kg)			Intra provincial Same Zone Rate (Total estimated Qty may dispatced KG's= 17000kg)			Intra Country Different Zones Rate (Total estimated Qty may dispatced KG's= 23,000kg)		
		Estimated Qty KG	Unit Price PKR	Total Cost PKR	Estimated Qty KG	Unit Price PKR	Total Cost PKR	Estimated Qty KG	Unit Price PKR	Total Cost PKR
	0.01 KG to 0.5 KG	500			500			500		
	0.6 to 1 KG	1500			7750			10250		
	Each Addl 0.5 KG	500			1000			2000		
	Each Addl 1 KG	1800			7750			10250		
Total Domestic Bid Price (Without GST)										
Fuel Adjustment Charges Percnetage applied on qouted above rates										
Special Handling Charges-PKR (SHS per Shipments) (case to case basis)										

ii. Cold Chain Shipments for Small & Medium size (If required)

Service Overnight	Weight	Cold Chain Shipment Flat Rates Inclusive of (Inclusive of All Charges i.e SHS, FAC & applicable Taxes) applied percenatge of FAC must be mentioned (Estimitated Total Quantity Dispatched 904 KG's)								
		Intra City Rate (Total estimated Qty KG's= 240kg)			Intra provincial Same Zone Rate (Total estimated Qty may dispatced KG's= 332kg)			Intra Country Different Zones Rate (Total estimated Qty may dispatced KG's= 332kg)		
		Estimated Qty KG	Unit Price PKR	Total Cost PKR	Estimated Qty KG	Unit Price PKR	Total Cost PKR	Estimated Qty KG	Unit Price PKR	Total Cost PKR
	0.01 KG to 0.5 KG	20			40			40		
	0.6 to 1 KG	50			100			100		
	Each Addl 0.5 KG	70			90			90		
	Each Addl 1 KG	100			102			102		
Total Domestic Bid Price (Without GST)										
Fuel Adjustment Charges Percnetage applied on qouted above rates										
Special Handling Charges-PKR (SHS per Shipments) (case to case basis)										
Special Handling Charges-PKR (SHS per (case to case basis)										

1. The bidders shall quote price for all categories of shipments and weights and must be submitted on company's letterhead, firm seal & vendor sign on quotation is mandatory.

2. Offered prices should be valid for at least 120 days. "GST is not applicable". Income Tax will be deducted at source on GoP prescribed rates.

3. Please provide full cost quote. Information should include the fuel adjustment charges Per Unit Price delivery time, freight, packing and loading/unloading cost (any other if applicable).

4. The service provider will provide cold chain services as needed. The officer making the request should provide all the necessary information to the service provider, either through email or other forms of communication. The relevant CMU officer must ensure that the packaging is suitable for the nature and needs of the supply. The service provider must guarantee expedited delivery of all cold chain shipments. The CMU office will oversee the temperature using a data logger, and the recipient must share the data report from the logger along with a receipt acknowledgement upon delivery of the shipment.

5. Cold Chain Shipments for Small & Medium size shall be required (vendor will send the availability of overnight service with freight charges as per mentioned price table in SBD).

As per pre bid meeting, The service provider will provide cold chain services as needed, CMU warehouse will suitably packed the cold chain shipments with ice packs for maintaining the temperature up to 72 hours, The officer making the request should send prior intimation and provide all the necessary information to the service provider, either through email or other forms of communication (More detail mentioned in TOR's clause 16).

The Price Schedule is authorised by:

Name: _____ Position: _____ Position:

Signature: _____ Date: _____ Date:

Company: _____ Stamp or seal:

Form 4: Form of Integrity Pact

Contract No._____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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by 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, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or 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, representation or warranty.

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

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

Form 5: Form of Bank Guarantee as Bid Security

Guarantee No._____ Executed on __

Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with address:

_____

_____

Name of Principal (Tenderer) with address:

_____

_____

Penal Sum of Security (express in words and figures):

_____

_____

Tender Reference No._____Date of Tender _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the

_____, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Tender numbered dated as above for _____(Particulars of Tender) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Employer, conditioned as under:

(1) That the Tender Security shall remain valid for a period of 30 days beyond the period of validity of the tender;

(2) That in the event of;

(a) The Principal withdraws his Tender during the period of validity of Tender, or

(b) The Principal does not accept the correction of his Tender Price, pursuant to Instructions to Tenderers, or

(c) Failure of the successful tenderer to

(i) Furnish the required Performance Security, in accordance with the Instructions to Tenderers, or

(ii) Sign the proposed Contract Agreement, in accordance with Instructions to Tenderers, then the entire sum be paid immediately to the said Employer for delayed Completion and not as penalty for the successful tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified there for, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Tender as accepted and furnish within thirty (30) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of withdrawal of the said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____

Guarantor (Bank)

Witness: 1 Signature_____

1_____2. Name_____

_____3. Title_____ Corporate Secretary (Seal)

2_____ _____

_____ _____

(Name, Title & Address)

Co

rporate Guarantor (Seal) (Seal)

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Form 6: Form of Performance Security or Guarantee

(On Non Judicial Stamp Paper of the Government of Pakistan of appropriate value)

Guarantee No. _____ Date of Issue _____
Date of Expiry _____ Amount Secured ___

To:

National Coordinator, Office of the Principal Recipient, National Tuberculosis Control Program, Common Management Unit to Manage The Global Fund Grants on AIDS, TB & Malaria, Islamabad.

WHEREAS _____

"the Contractor") has undertaken in pursuance of Contract to execute

_____

_____

(hereinafter

called "the Contract").

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish a Bank Guarantee by a recognized bank or Insurance Bond from an approved and duly recognized as AA rating insurance company for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

NOW THEREFORE, we (the bank) _____
affirm that we are the Guarantor and responsible, on behalf of the Contractor, up to a total of Rs.___ (Rupees_____only) such sum being payable in the types and proportions of such currencies in which the Contract Price is payable, and we undertake to pay, upon first written demand and without cavil or argument, any sum or sums within the limits of Rs_____ _____(Rupees_____only) as aforesaid without needing to prove or to show grounds or reasons for demand of the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of items of the Contract or of the work to be performed there under or any of the Contract Documents which may be made between The Principal Recipient for The Global Fund Grant, National Tuberculosis Control Program, Islamabad and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect up to the date of issuance of Taking Over Certificate

or Works i. e. up to_____.

We further agree to replace this guarantee with a fresh guarantee 60 days prior to the date of expiry of the guarantee being replaced, for an amount equivalent to 50% of the amount of Performance Security valid from the date of issuance of Taking Over Certificate up to eight four (84) calendar days after issuance of Defects Liability Certificate. If the guarantee is not replaced 30 days prior to the expiry of this guarantee, The Principal Recipient for The Global Fund Grant, National Tuberculosis Control Program Islamabad shall have the right to call for encashment without any rhyme or reason.

SIGNATURE AND SEAL OF THE GUARANTOR

Date _____

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PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Form 7: Undertaking

I have read the terms and conditions thoroughly regarding "Tender dated _____, I hereby undertake to abide by these terms & conditions in letter and spirit.

Signature: _____

Name of Authorize Person: _____

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Bidders' Directors, Managing Partners, Chief Executives Officer have **no relationship** with any staff working in CMU or worked with CMU and Ministry of National Health Services, Regulations & Coordination during the last seven (07) years.

This statement should be submitted on company letter head dully stamped and signed by the authorized person.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

The bidder shall submit proper documentary evidence for financial soundness of the firm since as Bank statement for the last twelve (12) months and bank certificates

or

Alternatively, Audited Books of Accounts for at least the last two financial years from 2023-2024; 2024-2025.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Part 2: Section III

Standard Forms

Form 1: Bid Form/ Cover Letter/Signed & Stamped)

Date: _____

No:_____

To,
The National Coordinator,
National TB Control Programme, CMU PR-GFATM,
Islamabad.

Dear Sir,

Having examined the bidding documents for ……. (Subject of Procurement) ……under procurement reference……..and all addendums where applicable, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods/services in conformity with the said bidding documents for the sum of Rs……..

We undertake, if our Bid is accepted, to deliver the goods/services in accordance with the delivery schedule specified in the Schedule of Requirements.
If our Bid is accepted, we hereby agree that our Bid Security as being provided herewith this "Bid Form", will remain with the Purchaser according to Clause 14 of Instructions to Bidders.
We also agree to abide by this Bid for a bid validity period of One Hundred and Twenty (120) days from the date fixed for Bid opening under Clause 18 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 formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this_____day of_____20____.

_____ _____

[in the capacity of/ Designation] [signature]

Duly authorized to sign Bid for and on behalf of _____

Firm's stamp:

Form 2: Price Schedule

i. National (Domestic) Rates for Courier Service

Service Overnight	Weight	Shipment Flat Rates Inclusive of All Charges (Rupees)		
		Intra City Rate	Intra provincial Same Zone Rate	Intra Country Different Zones Rate
		PKR without GST	PKR without GST	PKR without GST
	0.01 KG to 0.5 KG			
	0.6 to 1 KG			
	Each Addl 0.5 KG			
	Each Addl 1 KG			
Fuel Adjustment Charges				
Total Domestic Bid Price (Without GST)				
Special Handling Charges-PKR (SHS per (case to case basis)				

Cold Chain if required

Service Overnight	Weight	**Cold Chain Shipments for Small & Medium size (If required)** Shipment Flat Rates Inclusive of All Charges (Rupees)		
		Intra City Rate	Intra provincial Same Zone Rate	Intra Country Different Zones Rate
		PKR without GST	PKR without GST	PKR without GST
	0.01 KG to 0.5 KG			
	0.6 to 1 KG			
	Each Addl 0.5 KG			
	Each Addl 1 KG			
Fuel Adjustment Charges				
Total Domestic Bid Price (Without GST)				
Special Handling Charges-PKR (SHS per Shipments) (case to case basis)				

1. The bidders shall quote price for all categories of shipments and weights and must be submitted on company's letterhead, firm seal & vendor sign on quotation is mandatory.
2. Offered prices should be valid for at least 120 days. “GST is not applicable”. Income Tax will be deducted at source on GoP prescribed rates.
3. Please provide full cost quote. Information should include the fuel adjustment charges Per Unit Price delivery time, freight, packing and loading/unloading cost (any other if applicable).
4. The service provider will provide cold chain services as needed. The officer making the request should provide all the necessary information to the service provider, either through email or other forms of communication. The relevant CMU officer must ensure that the packaging is suitable for the nature and needs of the supply. The service provider must guarantee expedited delivery of all cold chain shipments. The CMU office will oversee the temperature using a data logger, and the recipient must share the data report from the logger along with a receipt acknowledgement upon delivery of the shipment.
5. Cold chain shall be provided on conventional required for the (vendor will send the availability with freight charges as per attached table. In the case where CMU provides packing and ice plates for 24hours or 72 hours duration then conventional normal courier rates will be applicable for small/medium size Cold chain shipments.

The Price Schedule is authorised by:

Name: _____ Position: _____

Signature: _____ Date: _____

Company: _____ Stamp or seal:

Form 3. Contract Form

THIS AGREEMENT made the_____day of_____2026 between Office of the Principal Recipient, National Tuberculosis Control Program, Common Management Unit, Blocks C,E & F, EPI Building, NIH Chak Shahzad, Islamabad (hereinafter called "the Purchaser") of the one part and [**name of Supplier**_____] (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain Goods/services and has accepted a bid by the Manufacturer/ Supplier/ Authorized Dealer/ general order supplier firm for the supply of those Goods/Services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price".)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 constructed as part of this agreement, viz.:

(a) The Bid Form and the Price Schedule submitted by the Bidder;

(b) The Schedule of Requirements;

(c) The General Conditions of Contract;

(d) The Special Conditions of Contract;

(e) The Purchaser's Notification of Award.

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

4. The supplier shall deliver all goods/services at mentioned place of delivery in original packing, valid warranty /service cards, product catalog/manual along with delivery challan and invoice(s).

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods/services 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.

6. The parties agree that this is a contract valid for a period of twelve (12) months from the date of signing the contract; therefore, within the contract validity period, the Purchaser may order for quantities over and above the contracted quantities provided that the product prices remain fixed.

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

Signed, sealed, delivered by_____the for the Purchaser) Signed, sealed, delivered by _____the for the Manufacturer/Supplier/ Authorized Dealer/ General Order Supplier

Annex-A

Whistle blowing policy (Anti-Fraud and Corruption Policy);

i. The purpose of this policy is to combat against fraudulent activities outlining the responsibilities of all the involved parties. The scope of this policy is to take actions if fraud or any such attempt is suspected as per the prescribed mechanism for reporting a fraudulent activity, verification or investigation of such allegation and the recovery action plan.

ii. CMU has zero tolerance for fraud and corruption, meaning thereby that CMU staff members and other individuals or parties not directly connected with CMU should not to engage in fraud or corruption related activities.

iii. For the purpose of this policy, fraudulent and corrupt practices shall be defined as under:

Fraudulent Practices: "Any illegal acts or any attempt to commit an act characterized by intentional deception, concealment, or violation of trust. Fraud covers acts or omissions involve the element of deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, manipulation or concealment of material facts and collusion. It usually involves depriving or attempt to deprive someone of something by deceit or obtaining or attempt to obtain something by deceit, which might either be straight theft, misuse of funds or other resources, or more complicated crimes such as false accounting and the supply of false information. Fraud is not restricted to monetary or material benefits but includes intangibles such as status and information."

Corrupt Practices: A corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party. Corrupt practices include, but are not limited to, bribery, kickbacks and facilitation payments in connection with CMU activities or programmes.

iv. In connection with fraudulent and corrupt practices as defined above, CMU specifically forbids all employees and other individuals not directly connected with CMU from each of the following acts:

- Bribery: Engaging in any form of bribery, including offering, promising, giving, accepting or soliciting payments designed to gain any improper business advantage;
- Political Contributions: Promising, giving or soliciting contributions to political parties or to organizations or individuals engaged in politics as a subterfuge for bribery;
- Charitable Contributions: Promising, giving or soliciting charitable contributions or engaging in charitable sponsorships as a subterfuge for bribery;
- Gifts, Entertainment and Hospitality: Offering or accepting gifts, entertainment, or hospitality as a subterfuge for bribery;
- Facilitation Payments: Facilitation payments are prohibited in CMU; and
- Fiscal Impropriations: CMU does not allow unauthorized or unethical use of funds;
- Fraudulent accounting or reporting; aiding or involving in inappropriate directly or indirectly gaining unauthorized or illegal financial benefits.

v. The Anti-Fraud and Corruption Policy recognizes that CMU is at risk of loss due to fraud and corruption from within and outside. In meeting our responsibilities relating to fraud and corruption, whether attempted internally or externally, we're committed to an effective anti-fraud and corruption policy designed to:

- Encourage prevention;
- Promote detection;

- Ensure effective investigation where suspected fraud or corruption has occurred; and

- Prosecute offenders where appropriate.

vi. There is an expectation and requirement that all members, employees, consultants, contractors and service users be fair and honest and if able to do so, provide help, information and support to assist the investigation of fraud and corruption. It is responsibility of the management as well as all employees of CMU to facilitate in prevention and detection of fraud and corrupt practices and reporting the same as per prescribed criteria in the whistle-blowing policy or any other channels as may be appropriate.

vii. Where an individual makes a report under this policy in good faith, reasonably believing it to be true, no retaliation against the individual will be tolerated should the disclosure turn out to be misguided or false. The same policies shall apply to such individual as provided in this manual for whistle-blower protection.

viii. Any employee found to have been involved in fraudulent or corrupt practices shall be subject to disciplinary action as per CMU policies and if proven shall be terminated on account of gross misconduct.

ix. CMU's management as well as Internal Audit Department shall periodically review the contents of the Anti-Corruption and Anti-Fraud Policy from time to time to ensure that it reflects the best practices and shall propose to the Audit Committee/NC, those amendments and updates that contribute to the development and ongoing improvement thereof, taking into account any suggestions or proposals made by the Internal Audit or other professionals of the CMU.

x. CMU shall maintain the record of all fraud incidents (reported and suspected) along with actions taken as per prescribed fraud report register.

xi. Fraud risk assessment shall be carried out by CMU management at periodic intervals at operational and programme level to identify areas vulnerable to fraud/ corruption and to devise and implement appropriate fraud risk mitigation strategies.

Complaint or Whistle blowing of all kinds will be kept confidential.

Signature of Vendor: _____
Name: _____

Firm/Company Name: _____

Contact no. with Address: _____
_____
_____

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Annex-C

Declaration of Ineligibility for Corrupt and Fraudulent Practices and Not-Blacklisted

An affidavit duly attested

The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices in ITB and should not be blacklisted by any Government or non-government organization. **An affidavit duly attested by notary public shall be attached with the bidding document as evidence. The text in the body should state, "***Bidder by the names of…….. declares not to have been barred, blacklisted, suspended by any procuring entity with regard to their professional conduct, making of false statement, misrepresentation, corruption during any procurement process or contract performance. The company is not in a procurement or contract dispute or legal proceeding with any procurement entity over the poor performance of its contract, delivery of poor -quality products, failure to meet delivery schedules, failure to meet warranty claims, failure to provide timely defect replacements, failure to declare the origin and source of products. The company declares that the company no conflict of interest in participating in this procurement process and has not colluded with another vendor participating in this bid*". **The content of the text in the affidavit shall be examined for completeness**. For the conformation of blacklisting of any firm, the procuring agency will solely rely on the list available on PPRA website or Provincial PPRA websites and shall not approach any public or private organization for clarifications.

TOR's-Terms of Reference for Courier Company

1. The courier firm will be responsible for delivering official documents and goods within the city (ICT), within the province, and across the country (Pakistan) from Monday to Saturday.
2. In case of an emergency, the firm should be available at any time during the day, week, or weekend.
3. The company should nominate a focal person and share their credentials with our organization. The focal person must be available during working hours and respond promptly to any queries for pickups during or after working hours.
4. The pickups will take place at the CMU office, warehouse, and National Reference Laboratory, and the pickup time will be from 9:00 AM to 3:30:00 PM on a routine basis.
5. Official documents and goods must be delivered within 24 hours within the city (ICT and Rawalpindi), within the provincial zone, and within 48 hours to a different provincial zone. For intra-country (Pakistan) border areas, delivery must be completed within 72 hours. Or as per agreement.
6. A delivery date and the name of the receiver should be mentioned on the invoice along with the booking date.
7. General mail pickups from the CMU main office will be made daily, including on Saturdays, with delivery only taking place during working days.
8. The service provider is responsible for delivering consignments across Pakistan, and no additional charges will be paid for delivery in the "No Service Area."
9. The service provider should contact the consignee or shipper in case of any difficulty in delivering the goods and parcels, such as a change of address or non-availability of the consignee.
10. Undelivered shipments should be returned to the CMU warehouse within 24 to 48 hours, depending on the area and location.
11. The CMU office reserves the right to check the postages for timely delivery to the destination.
12. Undelivered shipments must be returned to the shipper without any additional costs, and the courier must provide the receiving signature and name of the consignee or receiving person daily or upon delivery. Additionally, the service provider needs to provide CNs and QSR with the invoice.
13. An online application/portal must be provided to the shipper, with routine updates of consignment status.
14. Penalties and Deductions: In case a consignment is lost and remains untraced, the Contractor/Courier shall be liable to pay a penalty equivalent to the invoice value of the lost item, along with the applicable PSCM cost. If the consignment is subsequently traced, it shall be delivered to the consignee without any additional charges.
15. In case of damage to any consignment attributable to the negligence or mishandling of the Contractor/Courier, the Contractor/Courier shall be liable for the cost of the damaged item, as determined by the Procuring Entity, in addition to any applicable charges/costs.

    Furthermore, a 10% deduction from the applicable courier charges shall be made for any delay in delivery beyond the agreed delivery timeline (as per agreement), unless the delay is due to circumstances beyond the Contractor/Courier's reasonable control and is duly substantiated.

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16. The service provider will provide cold chain services as needed. The officer making the request should provide all the necessary information to the service provider, either through email or other forms of communication. The relevant CMU officer must ensure that the packaging is suitable for the nature and needs of the supply. The service provider must guarantee expedited delivery of all cold chain shipments. The CMU office will oversee the temperature using a data logger, and the recipient must share the data report from the logger along with a receipt acknowledgement upon delivery of the shipment.

17. The CMU Warehouse will prepare packages and make the shipment ready for pickup. They will include the Stock Issuance Voucher (SIV) and an address tag for the delivery destination. The CMU warehouse officer in charge will ensure the pickup and record all shipment details, including the number of packages, on the SIV. The service provider is responsible for picking up the shipment during office hours and in the presence of the concerned officer. They should weight the shipment and record the weight on the SIV along with the consignment number (CN). The service provider should also sign and stamp the SIV during pickup and provide a copy to the warehouse officer.

18. The CMU warehouse team will submit a Six-Monthly report on the performance of the courier service provider of the services rendered to the warehouse. This review will cover the following indicators:

    a. 1. Delivery lead time
    b. 2. Number of shipments delivered and complaints recorded/received
    c. 3. Communication lead time – response to issues regarding shipments
    d. 4. Quality of reports submitted by the service provider every month
    e. 5. Variations in weight in the monthly invoices
    f. 6. Quality of services, including time management of pickup from the CMU warehouse, safety of supplies during transit, and safe delivery at sites.

    If the performance is unsatisfactory and there is a breach of the contract, the case will be referred to management with recommendations for remedial actions. This may include a penalty or the recovery of losses.

19. Letters/Mail shall only be picked from the CMU office under a separate account number of the CMU office.

Additional Terms of TOR's for Courier Company

20). TERMS FROM AGREEMENT

a). PERIOD:

The initial contract shall be executed for a period of one (01) year. However, the agreement shall remain enforced for total period of three years from the date of execution, renewable/extendable on yearly basis by CMU or subject to mutual consent and satisfactory performance of the Courier Company.

b. Any extension of the contract shall be subject to a formal performance appraisal by the CMU Warehouse/Admin, continued requirement of services, budgetary provisions

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the service contract would be extended with 10 % increase in the quoted prices upon approval of the competent authority of CMU

c. Rates quoted by the firm will be final for the 1st year exclusive of GST and inclusive of all other taxes levied by the Govt of Pakistan at the time of signing of the agreement and will be effective for the whole agreement period. GST is not applicable (if CMU-NTP will provide GST Exemption letter).

d. Terms of renewal of the services will be regulated as per NTP/CMU rules.

21) PERFORMANCE GUARANTEE:

Amount of performance bond 10% of the total awarded contract price can be submitted in the form of a Pay Order, Bank Draft, or Bank Guarantee made in favor of the **National TB Control Program**, within (07) days of the receipt of the letter awarding the job/contract, the same shall be treated as cancelled and the earnest money shall be forfeited. released after completion of delivery and acceptance of goods by the purchaser or expiry of the contract. using the Form in this bid, in Pakistan Rupees, valid for a period of not less than twelve (12) months. The 10% amount calculation shall be based upon the courier service charges paid by CMU-NTP during the last twelve (12) months.

Schedule of requirements Authorised by:

Signature: _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorized for and on behalf of:

Company: _____ Stamp or seal:

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Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [Current Eq. PKR]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]**
1					
2					
3					
4					
5					

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	**Amount** **Currency**	**Exchange rate*** **(If applicable)**	**PKR equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.