



ISLAMIC REPUBLIC OF PAKISTAN

COMMON MANAGEMENT UNIT (CMU) FOR THE GLOBAL FUND (GFATM) GRANTS,
FEDERAL MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION
BLOCK- C, EPI BUILDING, NEAR NIH, PM NATIONAL HEALTH COMPLEX,
CHAK SHAHZAD, PARK ROAD, ISLAMABAD.

Standard Bidding Document for the
Procurement of Hiring of Courier Company for CMU-NTP

Procurement Reference Number: CMU-NTP/025/2022

Subject of Procurement:	Procurement of Hiring of Courier Services for CMU-NTP
Procurement Reference Number:	CMU-NTP/025/2022
Date of Bid Advertisement and Issue:	Wednesday, June 01 , 2022
Date of Pre-Bid Meeting:	Monday, June 06, 2022 at 11:30 AM
Last Date of Responding to Queries:	Saturday, June 11, 2022 till COB
Last Date of Issue of Bidding Document:	Thursday, June 16, 2022, till COB
Deadline for Submission of Bids:	Monday, June 20, 2022, at 11:00AM
Public Bid Opening:	Monday, June 20, 2022, at 11:30AM
Bid Announcement	Public announcement of bids shall be made after being opened by PC- of CMU in presence of participating bidders or their deputed representatives, who wishes to be present at the designated date, time & venue.

Queries/Questions shall be sent by email only to: CMU, National Tuberculosis Control Program

Email Address: ahmad.zeb@ntp.gov.pk

Attention: Mr. Ahmad Zeb Khan

Subject of Procurement and tender reference number must be included in email subject title

Standard Bidding Document

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**COMMON MANAGEMENT UNIT (CMU) FOR THE GLOBAL FUND (GFATM) GRANTS,
FEDERAL MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION
BLOCKS C, E & F, EPI BUILDING, NEAR NIH, PM NATIONAL HEALTH COMPLEX,
CHAK SHAHZAD, PARK ROAD, ISLAMABAD.**

INVITATION TO BID

1. The National Tuberculosis Control Program (NTP) under the Common Management Unit (CMU) for the Global Fund (GFATM) grants invites sealed bids for the **Hiring of Courier Firm for CMU**, under procurement reference Number: **CMU-NTP/025/2022**.
2. Bidding shall be conducted under National Competitive Bidding through **Single Stage-Two Envelopes Procedure** Bidding Procedure detailed in the Public Procurement Rules (PPRA Rules) 2004 (as amended) and the GFATM-approved NTP Procurement Manual.
3. Eligible Courier Companies, registered with Income Tax and Sales Tax Departments and are on Active Taxpayers List of the Federal Board of Revenue (FBR) may collect / download from www.ntp.gov.pk/tenders/, the bidding documents in English, at free of cost, from the office of the undersigned during office working hours up to **Thursday, June 16, 2022 (close of business)**. The Bidding Documents can also be secured through sending email at ahmad.zeb@ntp.gov.pk starting from **Wednesday, June 01, 2022**.
4. There shall be a **pre-bid meeting** at the office of the undersigned on **Monday, June 06, 2022 at 11:30am**. Written questions and inquiries about the bids from potential bidders shall be emailed to ahmad.zeb@ntp.gov.pk **not later than five (05) days** to the deadline for bid submission.
5. The bid must be accompanied with a refundable Bid Security or Earnest money of **at least two percent (02%)** of the total bid value in Pakistan Rupees in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of **National TB Control Program**. Original Bid Security or Earnest money shall be attached with the original financial bid **whereas a copy with completely concealed and blank un-readable amount shall be attached in the technical bid**.
6. The sealed bids shall reach to the office of undersigned through registered Mail Services, Courier Services or by hand submission on or before **Monday, June 20, 2022 at 11:00AM**. Late bids shall be rejected. The bids shall be **opened publicly on the same day** by the Procurement committee in the presence of representatives of the bidders who choose to attend at **11:30 AM** at the office of the undersigned.

**Head - Procurement and Supply Chain Management
PHONE NO. 051-8438081. 9255621-3**

Part One: Section I.

Instructions to Bidders (ITB)

A. Introduction

- | | |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Name of Purchaser and address and source of funding | <p>1.1 Common Management Unit (CMU) for the Global Fund (GFATM) Grants, National Tuberculosis Control Program.
Federal Ministry Of National Health Services, Regulations & Coordination,
Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.</p> <p>1.2 The Global Fund to Fight AIDS, Tuberculosis and Malaria has awarded a grant to National TB Control Program under the Common Management Unit (CMU) for the Global Fund (GFATM) Grants and part of the funds shall be utilized for the Procurement of Hiring of a Courier Company for CMU.</p> |
| 2. Eligible Bidders and eligible goods | <p>2.1 This Invitation for Bids is open to eligible / authorized Courier Companies registered with Income Tax and General Sales Tax Departments and are on Active Taxpayers List of the Federal Board of Revenue (FBR), with a National Tax Number</p> <p>2.2 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government of Pakistan (Federal, Provincial), a local body or a public sector / international organization in accordance with ITB Clause 32.</p> |

For evidence of blacklist by any public organization, the reference source of information shall be the public database of the respective Federal and Provincial Public Procurement Regulatory Authority.

The law mandates public entities to notify the Federal and Provincial Public Procurement Regulatory Authorities of any supplier blacklisted by a public entity; therefore, the Federal and Provincial Public Procurement Regulatory Authorities databases shall serve as the primary and the only reference point for any blacklisted supplier by any public organization.

CMU shall not verify blacklisting information with any individual public entities where such information is not published on the public database of the respective Federal and Provincial Public Procurement Regulatory Authority.

- 2.3 Bidders shall not be eligible to bid if their Directors, Managing Partners, Chief Executives Officer have any relative working in CMU or worked with **CMU** during the last seven (07) years.

The interested bidders shall sign and submit an integrity pact (annexed to this document) to disclose any relative working with CMU

- 2.4 Bidders shall not be eligible to bid if the bidder has poor market reputation and have previously defaulted on quality while supplying goods to CMU.
- 2.5 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
- 2.6 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.7 The origin of goods and services is distinct from the nationality of the Bidder.

3. Cost of Bidding

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser." will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

B. The Bidding Documents

4. Content of Bidding Documents

- 4.1 The Goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation To Bid, the bidding documents include:
- Instructions to Bidders (ITB)
 - Bid Data Sheet (BDS)
 - General Conditions of Contract (GCC)
 - Special Conditions of Contract (SCC)

- Schedule of Requirements
- Technical Specifications
- Bid Form and Price Schedules
- Contract Form
- All clarifications and addendums issued during the bidding period

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

5. Clarification of Bidding Documents

5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the purchaser in writing at the purchaser's address indicated in Bid Data Sheet (BDS). The purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than five (05) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet.

Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents directly from the purchaser.

6. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of bids, the purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment, without substantially changing nature of procurement.

6.2 All bidders those have obtained the bidding documents, from the Purchaser, will be notified of the amendment in writing which will be binding on them.

6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids and Bidding Procedure

7 Single stage – two envelopes bidding

7.1 Single stage – two envelopes bidding procedure shall be

- (i) The bid shall comprise a single package containing two **separate envelopes**. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (iii) initially, only the envelope marked “TECHNICAL PROPOSAL” shall be publically opened in the presence of bidder’s representatives who are able to attend the public technical bid opening ceremony;
- (iv) the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Purchaser without being opened. During Technical Bid opening, the purchaser shall also examine the sealed financial proposal to make ensure that it is free of tempering. The purchaser shall initial/sign and stamp on the sealed financial proposal to ensuring that it cannot be opened and re-sealed without detection;
- (v) the Purchaser shall evaluate the technical proposal, without reference to the price and reject any proposal which does not conform to the specified preliminary and technical requirements;
- (vi) during the technical evaluation no amendments/modifications in the technical proposal shall be permitted, unless as provided for under ITB 22;
- (vii) the financial proposals of bids shall be opened publicly at a time, date and venue as announced and communicated to the Bidders. Bidders who fail preliminary and technical evaluation shall not be invited for the financial bid opening ceremony;
- (viii) After the evaluation and approval of the technical proposal, the Purchaser shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
- (ix) As per rules, the Purchaser is not mandated to share with bidders detailed results of preliminary and technical evaluation, prior to opening of financial proposals. The Purchaser shall issue an Evaluation Report to all participating suppliers after concluding the Financial Bid Evaluation, as stipulated by the procurement rules.

- (x) The financial proposal of bidders found technically non-responsive shall be returned un-opened to the respective Bidders; and
- (xi) the bid that passes preliminary and technical evaluation and found to be the lowest priced evaluated bid shall be accepted.
- (xii) Financial comparative analysis of technically qualified bids shall be made by comparing prices on a product by product basis, but not as a Lot or lump sum.
- (xiii) A bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of financial bid evaluation, unless the bidder is declared technically unqualified. All financial bids of technically qualified bidders shall be opened, irrespective of whether the bidder has withdrawn from the procurement process or not.

8 Language of Bid

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet.

Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

8. Documents Comprising the Bid

- 8.1 The bid prepared by the Bidder shall comprise the following components:
- a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 9, 10 and 11.
 - b) documentary evidence established in accordance with ITB Clause 12 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - c) documentary evidence established in accordance with ITB Clause 13 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - d) bid security furnished in accordance with ITB Clause 14.
 - e) See under Part 1: Section III for Summary Evaluation

- 9. Bid Form**
- 9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, country of origin, quantity, and prices.
- 10. Bid Prices**
- 10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 10.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 10.3 The Bidders' separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit Purchaser's right to contract on any of the terms offered.
- 10.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected two or more prices for a single item will be treated as non-responsive.
- 11. Bid Currencies**
- 11.1 Prices shall be quoted in Pakistan Rupees unless otherwise specified in the Bid Data Sheet.
- 12. Documents Establishing Bidder's Eligibility and Qualification**
- 12.1 Pursuant to ITB Clause 2 and 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 12.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
- a) that the Bidder has the financial, technical, and production capability necessary to perform the

contract;

- b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- c) See Part 1: Section III: Evaluation Methodology and Criteria for a summary of minimum documents required to establishing bidder's eligibility and qualification

**13 Documents
Establishing Goods'
Eligibility and
Conformity to Bidding
Documents**

- 13.1 Pursuant to ITB Clause 2 and 8, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 13.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 13.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- a) a detailed description of the essential technical and performance characteristics of the goods;
 - b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency, if applicable; and
 - c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 13.4 For purposes of the commentary to be furnished pursuant to ITB Clause 13.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence

to those designated in the Technical Specifications.

14. Bid Security

- 14.1 Pursuant to ITB Clause 8, the bid must be accompanied with a refundable Bid Security or Earnest money of **at least two percent (02%) of the total bid value** in Pakistan Rupees in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of **National TB Control Program (FTN Number 9010124-8)**.

Original Bid Security or Earnest money shall be attached with the original financial bid whereas a copy with completely concealed and blank un-readable amount shall be attached in the technical bid.

- 14.2 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).

- 14.3 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 14.7.
- 14.4 Any bid not secured in accordance with ITB clauses 14.1 and 14.2 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 23.
- 14.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 15.
- 14.6 The successful Bidder's bid security will be discharged upon the Bidder's submission of the performance bond specified under the bid contract terms and conditions.
- 14.7 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity.; or

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

(i) to sign the Contract in accordance with ITB Clause 31;

or

(ii) to complete the services in accordance with Clause 14 of the General Condition of Contract.

(c) Notwithstanding ITB clause 14.7 (a) above, a bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of financial bid evaluation, unless the bidder is declared technically unqualified.

14.7 A correction of non-material arithmetic errors in the bidder's bid price that results into an increase in the total bid price shall not invalidate an initially valid and sufficient bid security submitted based on the original total bid price. A bid shall not be rejected on the reason that the correction of non-material arithmetic errors has resulted into an increase in bid price; and therefore, the submitted bid security which was initially sufficient is now insufficient.

15. Period of Validity of Bids

15.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

15.2 In Exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 14 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

16. Format and Signing of Bid

16.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.

16.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder or the contract.

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

16.3 Any interlineations, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the bid. The bid should be duly binded and each page signed/stamped by authorized person.

D. Submission of Bids

17. Sealing and Marking of Bids

- 17.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The outer envelope should be clearly marked with Tender No and Tender title given on the title of this Document
- 17.2 The inner and outer envelopes shall: Be addressed to the Purchaser at the address given in the Bid Data Sheet; and
- Bear the name indicated in the Bid Data Sheet, the invitation for Bids title (Subject of Procurement) and number (Procurement reference Number) indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE: **Monday, June 20, 2022 at 11:30AM**" to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 18.
- 17.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 17.4 If the outer envelope is not sealed and marked as required by ITB Clause 17.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

18. Deadline for Submission of Bids

- 18.1 Bids must be received by the Purchaser at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.
- 18.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Late Bids

- 19.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 18 will be rejected and returned unopened to the Bidder.

20. Modification and Withdrawal of Bids

- 20.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids in ITB 18.1.

A bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of financial bid evaluation, unless the bidder is declared technically unqualified. All financial bids of

technically qualified bidders shall be opened, irrespective of whether the bidder has withdrawn from the procurement process or not.

- 20.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provision of ITB Clause 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 20.3 No bid may be modified after the deadline for submission of bids, except as provided for in ITB 22.
- 20.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 14.7

E. Opening and Evaluation of Bids

21 Opening of Bids by the Purchaser

- 21.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date and at the place specified in the Bid Data Sheet in accordance the **Single stage – two envelopes bidding procedure detailed in ITB 7**. The bidders' representatives who are present shall sign a register/ attendance sheet evidencing their attendance.
- 21.2 The bidders' names, bid modifications or withdrawals, total bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 19.
- 21.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bids withdrawn before the deadline for bid submission of bids shall be returned unopened to the bidders.
- 21.4 A bidder shall not be permitted to withdraw a technical or financial bid after the deadline for bid submission and before the public announcement of results of financial bid evaluation, unless the bidder is declared technically unqualified. All financial bids of technically qualified bidders shall be opened, irrespective of whether the bidder has withdrawn from the procurement process or not.

21.5 The Purchaser will prepare minutes of the bid opening.

22. Clarification of Bids

22.1 To assist in evaluation and comparison of Bids the Procuring Entity may, at its discretion, ask the bidder for a clarification of its Bid and submission of additional supporting information. The request for clarification and the response shall be in writing and shall not change the unit prices or technical specifications of the Bid.

22.2 For avoidance of doubt, the purchaser shall not ask for clarifications that result into amendment of the **unit prices**, material amendment of the **technical specifications**, as well as the **Bid Form**.

22.3 The purchaser shall be at liberty to request for any historical documents from bidders during the bid evaluation process.

Historical documents are non-material and shall not constitute change in the technical nature of the bid.

For avoidance of doubt, historical documents are documents and information that **existed prior to the public announcement of the bid**, and may include and not limited to company registration documents; manufacturers and dealers authorization; firm and product quality certifications; bidder and staff practicing licenses and trading licenses and authorization; previous importation documents; previous contracts, contract performance certificates and purchase orders, work orders; product registration status; bidder's bank information, bank certificates and bank statement; tax registration certificates and status; and company's operating capacity;

23. Preliminary examination

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

23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

23.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation,

provided such waiver does not prejudice or affect the relative ranking of any Bidder.

23.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservation to critical provisions, such as those concerning Bid Security and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence, unless as provided for under ITB 22.

23.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

24. Evaluation and comparison of Bids

24.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 23.

24.2 The Purchaser's evaluation of a bid, further elaborated under Bid Data Sheet, will be on Delivered Duty Paid (DDP) price inclusive of prevailing duties, taxes and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

24.3 See Part 1: Section III for the detailed Evaluation Methodology and Criteria

25. Contacting the Purchaser

25.1 Subject to ITB Clause 22, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

25.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract:

26. Post-qualification

26.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 12.

- 26.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 12, as well as such other information as the Procuring agency deems necessary and appropriate.
- 26.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 27. Award Criteria**
- 27.1 Subject to ITB Clause 28, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 28. Purchaser's Right to Vary Quantities at Time of Award**
- 28.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 29. Purchaser's Right to Accept any Bid and to Reject any or All Bids**
- 29.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. The Purchaser will inform the affected Bidder or bidders of the grounds for the Purchaser's action, if so requested, by the Purchaser shall not be required to justify the grounds.
- 30. Notification of Award**
- 30.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 30.2 The notification of award under ITB 30.1 will constitute the formation of the Contract.
- 30.3 The Purchaser shall announce to all participating bidders the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least fifteen (15) days prior to the award of contract in shape of Final Evaluation Report (FER). Provided that in case where technical proposal is to be evaluated separately, prior to opening of financial proposal, the Technical Evaluation Report (TER) shall be announced for seven (07) days

before opening of the financial proposal.

- 30.4 Within the period specified in ITB 30.3 above, a bidder may seek clarification or challenge the award decision. Prior to signing of a formal contract, the Purchaser shall endeavor to resolve all complaints, disputes, and issue clarifications thereof.

In case the Purchaser establishes that the complaint or request for clarification submitted by the bidders to be truthful and/or of material nature, the Purchaser shall recall the notification of award, at no liability and costs to the Purchaser from the notified successful bidder(s). The Purchaser shall review the award decision and issue a new notification of award.

Lodging of a compliant or seeking clarification on an award decision by a bidder may not stop the Purchaser from proceeding with the contracting process and issue a purchase order or sign a contract to some or all successful bidders, provided that the bidder's query is considered to be non-material or of no consequence to the resulting contract or affects only limited bidders.

31. Signing of Contract

- 31.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract form provided in the bidding documents, incorporation all agreements between the parties.
- 31.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
- 31.3 The resulting contract shall be as specified in the Bid Data Sheet, for the specified period or renewable as specified in the Bid Data Sheet. The quantities ordered under the contract and price shall be as specified in the Bid Data Sheet.

32. Performance Security

- 32.1 The successful bidder shall furnish to the purchaser a Performance Security in the form, validity period, and the amount stipulated in the Bid Data Sheet within a period of twenty-eight (28) days after submission of the bidder's Letter of Acceptance.
- 32.2 Failures of the successful bidder to comply with the requirements of Sub-Clause 31.2 or Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

33. Corrupt Practices or Fraudulent

- 33.1 The Purchaser observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of its policy, the purchaser:

33.2 defines, for the purposes of this provision, the terms set forth below as follows:

- “corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non- competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty
- Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- Will declare a firm ineligible if the firm is blacklisted by any government and non-government organization. And a certificate to this effect by bidder must be attached with the bid.

Part One: Section II

Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the instructions to Bidders (ITB): Section I. Whenever there is a conflict; the provisions herein shall prevail over those in ITB.

		A. Introduction
ITB 3.1	The purchasers name and address	Common Management Unit (CMU) for the Global Fund (GFATM) Grants, National Tuberculosis Control Program Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.

		B. The Bidding Documents
ITB 5.1	Purchaser's address	<p>Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.</p> <p>Queries/Questions can also be sent by email only to: CMU, National Tuberculosis Control Program at email Address: ahmad.zeb@ntp.gov.pk</p> <p><u>Attention : Mr. Ahmad Zeb Khan</u></p> <p>Subject of Procurement and tender reference number must be included in email subject title</p>
		C. Preparation of Bids and Bidding Procedure
ITB 8.1	Language of the Bid	Language of the Bid and communications shall be English
ITB 10.2	The price quoted shall be:	DDP Incoterm in Pakistan Rupees i.e. inclusive of all applicable taxes & transportation charges
ITB 10.4	The price shall be:	<p>Fixed and must include the Income Tax, other taxes and duties, where applicable as per law and exclusive of General Sales Tax (GST). If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all prevailing taxes / duties. The procuring agency being exempt from the GST, will deduct the amount involved and process the payment excluding GST. However, the successful bidder may secure GST exemption certificate from the procuring agency to claim for the same while submitting its tax return(s).</p>
ITB 11.1	Bid Currencies	Pakistan Rupees
ITB 13.3	Qualification requirements	<p>(i) A Bidder may bid for all or some of the listed products provided in the Schedule of Requirements. However, for each selected product, the bidder shall be bid for the entire quantity.</p> <p>(ii) Alternative quotations for a single product shall not be accepted.</p> <p>(iii) A bidder is free to modify the unit pack, provided the total quantity equals to the total quantity indicated in the Schedule of Requirements. Bidders should ensure that the unit price quoted is for the pack size offered by the bidder. Changes in unit prices or pack sizes shall not be accepted after the deadline for bid submission.</p>

		(iv) For a Summary of the Evaluation methodology and criteria, and documents, see Part 1: Section III of this bidding document.
ITB 14.1	Amount of bid security	2% of the total quoted bid price.
ITB 14.1	Form of Bid Security	<p>The tenders found deficient of the amount as bid security compared to total bid price will not be considered.</p> <p>1-A correction of an arithmetic error that changes the total bid price shall not invalidate a valid bid security that was correctly calculated and submitted based on the original bid price. An originally valid bid security shall remain valid even when after the correction of an arithmetic error that results into an increase in the total bid price.</p> <p>2- The Bid security should be in the form of Pay Order/Demand Draft in favor of National TB Control Program, Islamabad (FTN No. 9010124-8). No personal cheques will be acceptable at any cost.</p> <p>3-The previous bid security will not be considered or carried forward.</p>
ITB 15.1	Period of Validity of Bids	The bid validity shall be One Hundred and Twenty (120) days counted from the date of the deadline for bid submission
ITB 16.1	Number of copies of the bid	<p>One original and One Additional Copy;</p> <p>The Original and the additional copy;</p> <p>The original and the additional copy shall be prepared in accordance with the one stage- two envelope bid submission.</p> <p>Original Bid Security or Earnest money shall be attached with the original financial bid whereas a copy with completely concealed and blank un-readable amount shall be attached in the technical bid.</p>
		D. Submission of Bids
ITB 17.2	Purchaser at the address	Same as ITB 3.1
ITB 17.2	Bids title (Subject of Procurement) and number	<p>Bid title: Procurement of Hiring of Courier Company for CMU-NTP</p> <p>Number: CMU-NTP/025/2022</p>

	(Procurement reference Number)	Do not open before: Monday, June 20, 2022 at 11:30am
ITB 18.1	Address for Bid submission	Deputy National Coordinator (DNC), National TB Control Program, Common Management Unit for the Global Fund Grants. Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.
	Deadline for submission of bids	Before and at Monday, June 20, 2022 at 11:00am
		E. Opening and Evaluation of Bids
ITB 21.1	Time and date of bid opening	Monday, June 20, 2022 at 11:30am
	Address for bid opening	CMU Conference Room, Common Management Unit for the Global Fund Grants. Blocks C, E & F, EPI Building, Near NIH, PM National Health Complex, Chak Shahzad, Park Road, Islamabad.
ITB 24.1	Evaluation and comparison of Bids	Additional Evaluation methodology and criteria is provide under Part 1: Section III
		F. Award of Contract:
ITB 28.1	Percentage increase or decrease in quantities at the award stage	Increase by up to 30% at the award stage Decreased by up to 30% at the award stage
ITB 31.3	Type, duration of the resulting contract	The resulting contract shall be a framework contract valid for twelve (12) months from the date of signing the contract. Within the contract validity period, the Purchaser may order additional quantities of goods under the contract provided the prices remain unchanged.
ITB 32.1	Form of performance bond	The performance bond shall be in form of a Bank Guarantee using the Form in this bid, in Pakistan Rupees, valid for a period of not less than twelve (12) months.
	Amount of performance bond	10% of the total awarded contract price, released after completion of delivery and acceptance of goods by the purchaser or expiry of the contract as per ITB 31.3.

Part 1. Section III

Summary Evaluation Methodology and Criteria

General Instructions

1. **Mandatory Requirements:** Courier Company must furnish following information/documents along with Technical Proposal failing which the bid shall be rejected without further evaluation:

- a. Copy of NTN certificate.
- b. Copy of GST certificate.
- c. UAN
- d. Company /Firm Website.
- e. Minimum 10 years of experience
- f. Affidavit on legal paper that the firm has not been black listed by any Government/Semi Government organization.
- g. The bid must be accompanied with a refundable Bid Security or Earnest money of at least two percent (02%) of the total bid value in Pakistan Rupees in the shape of Bank Demand Draft, Call Deposit Receipt or Bank Guarantee in the name of National TB Control Program. Original Bid Security or Earnest money shall be attached with the original financial bid whereas a copy with completely concealed and blank unreadable amount shall be attached in the technical bid.

2. Bid shall be valid for 120 days of bid opening date.

3. **Evaluation of Technical Proposals:** Based on the record/documentary evidence submitted by the bidders, each bidder shall be evaluated as per the Technical Evaluation Criteria at **Annex-A**. Minimum threshold for qualifying for financial evaluation shall be 70%.

4. Bidder shall quote the courier charges as per the format at **Annex-B** of this document.

5. **Award of Contract:** Financially lowest bidder shall be considered for award of contract. Financially lowest bidder shall be determined by calculating the combined average domestic rates for three years/weight/zones.

6. If two or more bidders quote the same price in financial proposal, then the contract will be awarded to the one with highest marks in technical evaluation.

7. Successful bidder will sign a contract /agreement for the period of three years. Draft agreement also placed in tender document at **Annex-C**.

8. Both parties (CMU or service provider) can terminate the contract with the notice of one month period without assigning any reason.

9. Payments shall be made on monthly basis after issuance of invoice by the contractor. Taxes and other duties will be deducted as per Government Rules.

10. Earnest Money of un-successful bidder will be returned on issuing of contract to successful bidder.
11. Earnest money of successful bidder will be converted into retention money and the same will be released within 02 months of expiry of contract.
12. Interested Courier Companies may forward their proposals as per above instructions to the undersigned latest by Tuesday June 14, 2022 at 11:00 AM.
13. CMU, Islamabad reserves the right to accept or reject the tender without assigning any reason as per PPRA rules.

Technical Proposal (Data Sheet)

Description	Detail
Year of Establishment	
No. of Employees	
Express Centers	
On line Tracking system for Consignment	
Serving Countries Worldwide	
SMS Tracking	
Own aircraft	
ISO Certified Company	
Corporate Customers (each customer billing over 0.5 million per month)	

Note: Figures quoted in the above data form can be verified independently by CMU and any misstatement by the bidder may result in termination of contract, forfeiture of pending payments along with retention money and black listing of company

1. Please attach Company Profile and list of clients.
2. Contact Person Name _____
3. Office Address _____
4. Contact Number _____

Date _____

Signature & Stamp _____

Name _____

Technical Evaluation Marks

4. Technical Evaluation Criteria based on documents and samples in the technical bid

Technical responsiveness shall be evaluated through merit point systems by award of marks based on the bidder's demonstrated experience, knowledge, skills as shown in contents of documents and sample, **with a pass mark of 70%**. The criteria below shall be applied to each product bid for and not to the entire bid.

Annex-A

Descrip tion	Marks	Criteria
Year of Establishment	15	One mark will be awarded for each year of experience beyond 10 years.
No. of Employees (Minimum 3000)	15	Five marks will be awarded for every 1000 employees beyond 3000 employees. (Above 500 employees will be considered as 1000 and below as zero).
Express Centers (minimum 300 centers)	15	Five marks will be awarded for every 100 express centers beyond 300 centers. (Above 50 centers will be considered as 100 and below as zero).
On line Locations with online Tracking system (Minimum 250)	10	Two marks will be awarded for every 50 on line locations beyond 250 locations. (Above 25 centers will be considered as 50 and below as zero)
SMS Tracking	10	Yes : 10 marks No : 0/Nil
Own aircraft	10	Yes : 10 marks No : 0/Nil
ISO Certified Company	10	Yes : 10 marks No: 0/Nil
Corporate Customers (over Rs.250,000/- billing per month)	15	> 20 : 15 marks ≤ 15 : 10 marks ≤ 10 : 5 marks ≤ 05 : Nil
Total	100	

Delivery Time of Consignment (Documents & Goods)

- | | | | |
|----|-----------------------------|---|--------------------|
| a. | National (Intra City) | - | 24 hours Overnight |
| b. | National (Intra Provincial) | - | 24 hours Overnight |
| c. | National (Intra Country) | - | 48 hours |
| d. | International (Globally) | - | 96 – 120 hours |

- 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.

Financial Bid for Three Years**Domestic/National**

Service	Weight	Shipment Rates (Rupees)								
		Intra City	Intra provincial			Intra Country Different Zones				
		1 st year	2 nd Year	3 rd Year	1 st Year	2 nd Year	3 rd Year	1 st Year	2 nd Year	3 rd Year
	0.0 KG to 0.5 KG									
	0.6 to 1 KG									
	Each Addl 0.5 KG									
Total Domestic Bid Price										

International

Weight	Shipment Flat Rates World Wide		
	1 st Year	2 nd Year	3 rd Year
Up to 0.5 KG			
0.6 to 1 KG			
Each Add 0.5 KG			
Each Add 0.5 KG			
Total International Bid Price			

Description	Percentage		
	1 st Year	2 nd Year	3 rd year
Fuel Adjustment Charges			

Note: The bidders shall quote price for all categories of shipments and weights.

Signature & Stamp -----
Name -----

Part two Section-I

Procurement of Courier Service Agreement

This agreement is entered into and executed on this day for hiring of courier services between the (CMU) Common Management Unit the Global Fund (GFATM) under the Ministry of National Health Services, Coordination and Regulations Islamabad (CMU), BLOCK- C, EPI BUILDING, NEAR NIH, PM NATIONAL HEALTH COMPLEX, CHAK SHAHZAD, PARK ROAD, ISLAMABAD.

And

M/s a company incorporated under the Companies Ordinance 1984 and having its registered office located at (hereinafter called "Courier Company") which expression shall wherever the context so permits include its assigns and successor in interest) of the second part, and both to be collectively referred to as the parties.

1. TERMS OF AGREEMENT:

- a. **PERIOD:** This agreement will remain enforced from 2022 to2024 for total period of three years from the date of execution, renewable/extendable on yearly basis by CMU subject to mutual consent and satisfactory performance of the Courier Company.
- b. **EXECUTION:** The Courier Company will be bound to execute the terms of contract and instructions/directives of CMU.

2. PERFORMANCE GUARANTEE:

The courier company is required to deposit a "performance/ bank guarantee" equivalent to two (2) months service charges of the first year, through a Pay Order/ bank draft in favor of CMU within one week of award of agreement. The bid security of the successful contractor will be adjusted against the performance guarantee. If the bidder fails to deposit performance/ bank guarantee within one week of the receipt of the letter awarding the job, the same shall be treated as cancelled and the earnest money shall be forfeited.

3. **PAYMENT OF SERVICES CHARGES:**

CMU hereby covenants to pay the Courier Company, in consideration of the provision of courier services charges upon receipt of monthly invoice, for the services provided at national and international level on the terms and conditions, charges / rates and time given below:

i. **National (Domestic) Rates for Overnight Service**

Service	Weight	Within City			Same Zone			Different Zone		
		1 st Year	2 nd Year	3 rd Year	1 st Year	2 nd Year	3 rd Year	1 st Year	2 nd Year	3 rd Year
Overnight	0.0 kg to 0.5 Kg									
	0.5 kg to 1.0 Kg									
	Each addl. Kg									

ii. **International Flat Rates**

Weight	Shipment Flat Rates World Wide		
	1 st Year	2 nd Year	3 rd Year
0.0 kg to 0.5 Kg			
0.5 kg to 1.0 Kg			
Each additional 0.5 Kg			

iii. **Fuel Adjustment Charges**

Description	Rates / Charges		
	1 st Year	2 nd Year	3 rd Year
Fuel Adjustment Charges			

- _____ Fuel adjustment charges will be applicable on above mentioned rates.

iv. **Delivery Time of Documents & Goods**

- e. National (Intra City) - 24 hours Overnight
- f. National (Intra Provincial) - 24 hours Overnight
- g. National (Intra Country) - 48 hours
- h. International (Globally) - 96 – 120 hours

v. **Voluntary Customer Insurance:** On a premium of 1% of declared value of shipment and 10% of premium of fragile items.

The above National (domestic) and International rates shall be applicable for provision of courier service for National (domestic) throughout the country and International (Globally).

4. **TAXES:**

- a. The Courier Company must be registered with sales tax department, having National Tax Number.
- b. The courier company shall be responsible to pay all the taxes required under the relevant laws of Pakistan. CMU will not pay any additional amount during contract period.

5. **RESPONSIBILITIES OF THE COURIER COMPANY:**

- a. The Courier Company shall be responsible to deliver and/or hand over all the consignments at their designated destinations within the time specified and agreed hereinabove.
- b. Upon failure or delay in the performance of service as agreed between the parties under this agreement, except in the events of *force majeure* and/or *Act of God*, CMU shall have the right to early terminate the agreement at any time by issuing a notice of seven (7) days to the courier company and take legal action against____and claim damages or ask for specific performance etc arising out of the contraventions of this agreement.
- c. The Courier Company shall be responsible to pay CMU, the amount of loss or damage to a document or consignment actually sustained and claimed by CMU.

6. INDEMNITY:

The Courier Company shall at all times during the specified period of this agreement and thereafter indemnify the CMU and its officers against all losses and claims for injuries or damages to any person or property arising thereof or in consequence of this agreement or any of its duties to be performed there under, or any act or omission of any of its employees, and against all claims, demands, proceeding, cost, charges and expense whatsoever in respect thereof or in relation thereto and all litigations, court processes and court cases and all proceedings there under filed or instituted by the personnel employed by Courier Company or any of them collectively or individually or by any other party subject to completion of legal proceedings as required by law.

7. CONFIDENTIALITY:

The Courier Company shall ensure that all of its employees performing services specified in this agreement shall not at any time during the performance of this agreement or thereafter disclose to any person any information as to the affairs of the **CMU** or its offices and as to any other matter which may come to their knowledge by reasons of the performance of the services specified in the agreement. If in the opinion of the **CMU** there has been any such disclosure strict actions against the person concerned shall be taken or he/she shall immediately be dismissed from the service.

8. MODIFICATION OF THE AGREEMENT:

Any amendment or modification of this agreement or additional obligations assumed by any of the parties, will be enforced only after mutual agreement of both parties. No supplement, alteration, waiver or amendment in any of the terms of this agreement will be effective/binding unless made in writing and duly executed by an authorized officer(s) or representative of both the parties.

9. PERFORMANCE STANDARDS:

The Courier Company shall perform the services under this agreement with the highest standards of professional expertise, ethical competence and integrity.

10. RESTRICTION OF ASSIGNMENTS TAKE OVER (Sublet of Agreement)

- a. Courier Company shall not assign or make a sub-agreement for any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contracting by Company shall entitle the CMU to

terminate this agreement forthwith.

- b. If Courier Company make any arrangement with or assignment in favor of its creditors, or amalgamates with any other concern or is taken over, CMU shall be entitled to terminate this agreement forthwith upon notice.

11. FORCE MAJEURE:

Force Majeure events or conditions beyond the control of Courier Company and CMU, such as acts of God, acts of terrorism, or similar acts, civil disturbances, or any other emergency beyond the parties control, which makes it inadvisable, illegal, or impossible for either party to this agreement to perform their obligations under this agreement as they relate to the performance. In case of such event, the agreement shall stand terminated and the courier company shall thereafter have no obligation to CMU and CMU shall not be required to pay to the courier company.

12. TERMINATION OF AGREEMENT:

If the courier Company breaches any terms and conditions laid down in this agreement and if such breach is not cured within thirty (30) days after receiving written notice from CMU Warehouse specifying such breach in reasonable detail, CMU shall have the right to terminate this agreement by giving written notice thereof to the company, which termination shall go into effect immediately on receipt.

- a. This agreement has taken place w.e.f _____ 2022 and will be in force for the period of three (03) Years. (This agreement will be renewed every year subject to satisfactory performance of Courier Company).
- b. Both parties have rights to terminate the agreement on one month advance notice. In case the services are terminated without notice, second party will have to make the payment equivalent to

13. GOVERNING LAW:

This agreement will be enforceable and governed in accordance with the laws of Islamic Republic of Pakistan.

14. DISPUTES:

- a. All questions, disputes, controversies arising between the parties with respect to the existence, scope, intent, extent, interpretation of the agreement, and specification of the services of the agreement

will first be resolved/settled amicably by the parties through negotiations of their respective senior management personnel.

b. All such disputes if not amicably resolved within thirty (30) days of failure of amicable discussion as judged by either party shall be referred for arbitration in accordance with the provisions of the Arbitration Act, 1940 and the rules framed there under by either party by giving a thirty (30) days notice to the other party.

c. The arbitration proceedings will take place in Islamabad. The award rendered by the Arbitrator will be final and binding on the parties.

IN WITNESS WHEREOF, this agreement has been duly signed by the parties hereto on the day, month and year written hereinabove.

For and on behalf of
Company Name _____
Islamabad

Witnesses:

1:- _____

For and on behalf of
CMU Unit-the Global Fund (GFATM)
Islamabad

Witnesses:

2:- _____

Preliminary (bidder) and Technical (Product) Evaluation Methodology	
1. Methodology Used	
	The evaluation methodology to be used for the technical proposals evaluation of bids received shall be the Quality Based Selection.
2. Summary of Methodology	
2.1	The Quality Based Selection methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document , provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
2.2	<p>The evaluation shall be conducted in three sequential stages –</p> <ul style="list-style-type: none"> (a) a preliminary evaluation shall determine the eligibility of bidders and the administrative compliance of bids received; (b) Technical evaluation to determine the technical responsiveness of the eligible and compliant bids; and (c) a financial and commercial evaluation compare costs of the eligible, compliant, technically qualified bids received and determine the best evaluated bid.
2.3	Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.
Evaluation criteria	
3. Preliminary Examination Criteria to be evaluated based on the technical proposal	
3.1	<p>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 pursuant to ITB 22.</p> <ul style="list-style-type: none"> (a) The bid is sealed and submitted the bid in line with the single stage-two envelope bidding procedure; that is, a bid comprises a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. (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; (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); (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.

- (e) Bidder prepared and submitted a detailed Specification and Compliance Sheet duly filled, signed and sealed/stamped, in accordance with ITB, showing the extent of compliance to the Purchasers specifications. Bidder shall submit product catalogues and printed literature. Bidder shall clearly indicate the extent to which the products offered differ or deviate from requirements and specifications of the purchaser.
- (f) Bid is valid for a period of 120 calendar days counted from the date of the deadline for submission of bids.
- (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). Only a copy of the Earnest money should be attached with the technical bid, completely concealed and blank un-readable amount. **In case, a copy of the bid security attached to the technical bid has readable earnest money amounts, the entire bid shall be rejected.**
- (h) The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices in ITB 33 and should not be black listed 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.
- (i) Bidders' Directors, Managing Partners, Chief Executives Officer have no relationship with any staff working in CMU or worked with **CMU** during the last seven (07) years.
- (j) Bidder has signed and attached the Integrity Pact statement as provided under the section for sample forms,
- (k) There are no claims against the bidder of poor market reputation or previous default on quality while supplying goods to CMU.
- (l) Copies of contracts, purchase orders, work orders or certificates of performance for similar goods/Services quoted for, performed for a reputable organization in Pakistan within the last three (03) years. **The information shall be used to determine if the bidder has at least three (03) years of specific experience in the supplying similar products.**
- (m) The bidder shall submit complete product catalog of the required product and shall must present the sample. Where applicable, **in case all samples presented for a particular product fail technical evaluation, all qualified bidders who quoted for that particular product may be given a second**

chance to submit new samples, but bidder shall not be allowed to amend the quoted prices.

- (n) Bidder is an original manufacturer, authorized distributing firm (s), with attached evidence below;
- i. Original manufacturers or producers (if applicable) should attach together with the technical bid licenses or authorization of manufacturer (if any) for each or a range of products in the bid;
 - ii. Authorized distributors / authorized dealers (if applicable) should attach together with their technical bid a copy of the Letter of Manufacturers' Authorizations;
 - iii. Secondary authorized dealers (sub-dealers) should attach both a letter of authorization from the Primary authorized dealers, plus a copy of the Letter of Manufacturers' Authorizations that was issued to the Primary authorized dealer
- (o) 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 2019-2020; 2020-2021

PART 2: Section II.

Schedule of Requirements

Special Conditions of contract (SCC)

The Schedule of requirements provides a summary list of requirements under the tender as shown below, for specifications, see under the Specifications and Compliance sheet.

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

SCOPE OF SERVICES

1. The firm will be responsible for Postal of official documents / goods for Intra-city, Intra-provincial (ICT), Intra-country (Pakistan) from Monday to Saturday & in case of Emergency Call at any time in a day / week / weekend.
2. Official documents / goods must be delivered within 24 hours at the destination in case of Intra-city.
3. Official documents / goods must be delivered within 24 hours at the destination in case of Intra Provincial (ICT).
4. Official documents / goods must be delivered within 48 hours at the destination in case of intra country (Pakistan).
5. The consignment must be tracked online after dispatch.
6. The Service Provider will deliver the documents / goods to Intra-city, Intra-provincial (ICT) and Intra-country (Pakistan) as per agreed rates.
7. Un-received postages/consignments must be delivered back to the CMU Office with comments about the reasons of non-delivery. Upon refusal/rejected/address changes CMU Warehouse shall be informed immediately, nearby location will be communicated which would be the responsibility of the firm to deliver the goods.
8. The CMU Office reserves the right to randomly check the postages for their timely delivery to the destination.
9. Minimum postage collection time & dispatch interval shall be more than one time per day.
10. 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.
11. The Service Provider shall be liable to pay compensation for any loss and damage.

Terms of References (TORs)

1. NOMINATION OF FOCAL PERSON:

The Courier agency will nominate a focal person for CMU WAREHOUSE, who will be responsible for the effective service delivery to the Authority. He will be responsible to ensure timely collection and delivery of the Mail/Goods. He will be responsible to inform CMU WAREHOUSE in case of any delay, misplacement or theft of the couriers belonging to CMU WAREHOUSE. CMU WAREHOUSE/OFFICE will contact the person in case of any emergency or any urgent delivery or collection of any Mail/Goods. The focal person will be responsible for certifying the bills of special Mail/Goods like urgent/rush delivery/ same day. He will coordinate with the focal person of the CMU Office as nominated and conveyed to the Courier Agency by CMU WAREHOUSE.

2. COLLECTION OF MAIL/GOODS

- a. Representative of Courier Service will pick Mail/Goods from the office of CMU WAREHOUSE twice a day (09:00 a.m. & 05:00 p.m.) in normal days. However, CMU WAREHOUSE reserves the right to change the timings of

the collection of Mail/Goods. Representative of courier service will be available on call and no email would be necessary.

- b. In case of emergency / urgency, CMU WAREHOUSE can ask the focal person, nominated by the agency, to get the Mail/Goods collected from CMU WAREHOUSE at any time.
- c. In case contractor fails to lift the consignment for delivery at the stipulated destination, CMU WAREHOUSE can handover the consignment to the other courier company at the risk and cost of the contractor/Courier Agency.

3. DELIVERY OF MAIL/GOODS

- a. Courier Agency will take proper steps to ensure the safety and security of Mail/Goods.
- b. Courier Agency will ensure proper shipment, professional handling and timely delivery of Mail/Goods.
- c. No additional charges will be applicable in non-service area.
- d. If address is not found, CMU Warehouse will be informed immediately.
- e. In case, the Mail/Goods is not delivered due to any reason or next day delivery is expected, then the courier agency is bound to immediately inform the administration of CMU WAREHOUSE in writing and return the Mail/Goods in shortest possible time with the reason recorded in full.

4. DELIVERY TIME

- a. Courier agency will clearly indicate delivery time of local Mail/Goods.
- b. Courier agency will share the list of stations where overnight and on alternate day delivery will be ensured. If, any delay occurs in the provided schedule, penalty will be applicable.
- c. In case of national (Pakistan) Mail/Goods, courier agency will clearly indicate the delivery time of major cities and remote areas / towns for the provinces. In case, the addressee is not found correct the courier agency will be informed to deliver the shipment nearby location without any additional charges.

5. ACKNOWLEDGEMENT

- a. Courier Agency will provide the record of the delivery of Mail/Goods along with acknowledgement receipt showing date, time and name of the receiver of each communication on daily basis for national/international Mail/Goods.
- b. CMU WAREHOUSE can demand / ask for acknowledgement of urgent / important National & Local Mail/Goods any time after delivery in addition or above mentioned acknowledgment.

6. TERMS OF PAYMENT

- a. On or before the 15th of each working day of every month subject to submission of bill complete in all respect. CMU Warehouse will ensure payment against invoice within a month's period.
- b. However, CMU WAREHOUSE is not responsible for delay in payment due to any emergency within or outside organization.
- c. Payment will be made through cross Cheque in favor of the Company.

7. PENALTY

- a. In case of unreasonable delay in collection/ delivery of Mail/Goods due to fault of the agency, CMU WAREHOUSE may impose penalty on the firm in the form of deduction of payment not more than 15% of the Invoice.
- b. When the Service Provider is unable to provide the required services, the Department has the right to withhold payment and procure the services of any other Service Provider for the same financial amount.
- c. In case of poor service, like mis-handling, delay and misplacement on the part of Agency, the Authority will deduct an additional 15% of the Invoice payment.
- d. In case of violation of secrecy of the Mail/Goods by the agency or any employee of it, the authority will terminate the contract immediately and issue a certificate to this effect to the agency/ blacklist it (agency) along with confiscation of security payments/ imposition of penalty as deemed fit by the Authority.

8. TERMS OF AGREEMENT

- a. Agreement will be for one year. Extension of contract with service provider shall be based on performance appraisal by CMU Warehouse. Upon satisfactory services by the service provider, needs, requirements and approved budgetary provisions the service contract would be extended.
- b. Terms of renewal of the services will be regulated as per NTP/CMU rules.

9. TERMINATION OF CONTRACT

- a. In case of any violation of the agreement, aggrieved party will inform the other party in writing about complain / violation to solve the matter.
- b. In case of failure / un-satisfactory response, the aggrieved party will issue 30 days termination notice and will issue the certificate of nonperformance of the work assigned.

10. TRANSFER

Neither party shall assign or transfer this agreement and /or any right or obligation of the service to a third party without prior written consent from the other.

11. GENERAL INSTRUCTIONS

- a. In case of change in government fiscal / monetary policies affecting the national & local courier business both the parties will mutually discuss and agree to mutually satisfying decision.
- b. Rates quoted by the firm will be final and inclusive of all taxes levied by the govt. of Pakistan at the time of signing of the agreement and will be effective for the whole agreement period.
- c. Firm will be binding to complete the assigned job within stipulated time.

Both parties shall consult each other and try to resolve in good faith and dispute arising out of this agreement or concerning any matter not specially Gove

12. Payment (GCC Clause 9)

GCC 9.1 & 9.3 — The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied: Payment shall be made in Pakistani. Rupees in the following manner:

- (i) **On Acceptance: Hundred (100%)** percent of the supply order Price of the supplies delivered and received

shall be paid within Sixty (60) days of submission of claim supported by the acceptance certificate issued by the purchaser. Partial deliveries and partial payments shall be accepted.

13. Price (GCC Clause 10)

GCC 10.1 **Price shall be:** Fixed.

14 Liquidated Damages (GCC Clause 15)

GCC 15.1 **Applicable rate:** 01% of the ordered product value per week of delayed delivery, up to 04 weeks, and then 2% of the ordered product value per week for the subsequent 04 weeks, and after that, the order shall be canceled and bid performance guarantee will be forfeited to program accounts, and the firm will be Black Listed. Delayed delivery shall be calculated from the delivery deadline provided in the supplier's bid.

15. Resolution of Disputes (GCC Clause 18)

GCC 18.2 The dispute resolution mechanism to be applied pursuant to GCC Clause 18.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with the laws of the Islamic Republic of Pakistan.

16. Governing Language (GCC Clause 19)

GCC 19.1 the Governing Language shall be: English.

Supplier's address for notice purpose

Schedule of requirements Authorised by:

Signature: _____ Name: _____

Position: _____ Date: _____
(DD/MM/YY)

Authorized for and on behalf of:

Company: _____ Stamp or seal:

PART 2: Section II.

The Specification and Compliance sheet is Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____
(DD/MM/YY)

Authorized for and on behalf of:
Company: _____ Stamp or seal:

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 in conformity with the said bidding documents for the sum of Rs.....

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we 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

Subject of Procurement: _____

Procurement Reference Number: _____

Name of Bidder: _____

Financial Bid for Three Years

Domestic/National

Service	Weight	Shipment Rates (Rupees)								
		Intra City			Intra provincial			Intra Country Different Zones		
		1 st year	2 nd Year	3 rd Year	1 st Year	2 nd Year	3 rd Year	1 st Year	2 nd Year	3 rd Year
	0.0 KG to 0.5 KG									
	0.6 to 1 KG									
	Each Addl 0.5 KG									
Total Domestic Bid Price										

International

Weight	Shipment Flat Rates World Wide		
	1 st Year	2 nd Year	3 rd Year
Up to 0.5 KG			
0.6 to 1 KG			
Each Add 0.5 KG			
Each Add 0.5 KG			
Total International Bid Price			

Description	Percentage		
	1 st Year	2 nd Year	3 rd year
Fuel Adjustment Charges			

Note: The bidders shall quote price for all categories of shipments and weights.

:

The Price Schedule is authorised by:

Signature: _____

Position: _____

Authorized for and on behalf of:

Company: _____

Stamp or seal:

Name: _____

Date: _____
(DD/MM/YY)

Form 5: Form of Integrity Pact

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

Form 6: 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)
(Seal)

Corporate Guarantor (Seal)

Form 7: 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 _____

Form 8: 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: _____

Name of Firm & Full Address with Stamp:

Dated: _____
