



BURNS AND TRAUMA CENTRE HAYATABAD PESHAWAR

**BID SOLICITATION DOCUMENTS
For LOCAL PURCHASE OF MEDICINES/DISPOSABLES**

TENDER -1(2022-23)

VIDE ADVERTISEMENT No. INF(P) 3922/22

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The Bidder is expected to examine all instructions, forms, terms, and general and special conditions 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.

I. Invitation for Bids
For Burns & Plastic Surgery Centre (Burn & Trauma Centre) Peshawar
under National Competitive Bidding for the year 2022-23
Tender-1(2022-23)

The office of the Director Burns & Plastic Surgery Centre (Burns & Trauma Centre) Peshawar invites sealed bids under National Competitive Bidding from qualified bidders for procuring of the following through **bidding procedures mentioned against each**, as per Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014, for the financial year 2022-23 onwards.

S. No	Description	Bidding Procedure	Bid Security
1.	Operation & Maintenance of HVAC System	Single Stage Two-Envelopes	200,000
2.	Security Services	=	100,000
3.	Maintenance and Services of Medical Gas Plant System	=	100,000
4.	Hardware Installation with Services (Servers, Networking Active & Passive Equipment)	=	100,000
5.	CCTV Security System up-gradation & Services	=	100,000
6.	Maintenance & Services of Electric Generator.	=	100,000
7.	Maintenance & Services of Elevators	=	100,000
8.	Maintenance & Services of UPS System	=	50,000
9.	Maintenance & Services of Transformers	=	30,000
10.	Maintenance & Services of Electric Substation	=	30,000
11.	Maintenance & Services of Tube Well	=	50,000
12.	Maintenance & Services of Firefighting and Fire Alarm System	=	30,000
13.	Supply of Medical Gases	=	100,000
14.	Contract of Local Purchase of Medicine	Single Stage One Envelopes	100,000
15.	Purchase of Anesthesia Disposables/Medical Gases Items/tools/Consumables	=	100,000
16.	Purchase of CSSD/Laundry Consumables	=	100,000
17.	Purchase of Laboratory Equipment/chemicals/kits etc	=	100,000
18.	Purchase of Stationery & Printing Items	=	100,000
19.	Purchase of Medical Accessories/Items/Equipment	=	100,000
20.	Purchase of Furniture & Furnishing Items	=	100,000

21.	Purchase of Bedding & Clothing Items	=	50,000
22.	Purchase of Miscellaneous Items	=	50,000
23.	Website Up-gradation Services	=	50,000
24.	Service level agreement for HMIS Software	=	50,000

1. The rates approved will remain effective till **30-06-2023** extendable further.
2. Bidding documents/TORs can be obtained from Burns & Plastic Surgery Centre Peshawar in person / representatives during office hours before the Tender opening or downloaded from official website www.btckp.gov.pk.
3. Pre-bid meeting is arranged on **Wednesday, 06/07/2022** in Burns & Trauma Centre Peshawar.
4. Bids must be delivered at the address given below at or before **10:00 AM** on **Monday, 25/07/2022**. Tender will be opened in the presence of the bidders or their authorized representatives at **11:00 AM** on the same day by the Tender Opening Committee.
5. Tender received after due date/time will not be accepted.
6. Only typed tender on original company prescribing letter pad sealed & signed (Every Page) should be submitted with rated quoted in both words & figures. Hand written bids would not be acceptable
7. The firm must be on FBR Active Tax payer list, taxes will be deducted as per rules. The firms must provide details of NTN #, Sales Tax #, Income Tax #, professional Tax # etc. and exemptions if any.
8. For serial No.1 to 12 or where services are rendered, all firms must be registered with Khyber Pakhtunkhwa Revenue Authority (KPRRA).
9. Proprietary Certificate if applicable must be attached.
10. The bidder, in case of being a winner, will be bound to ensure the fulfillment of the said order within stipulated period as per supply order, otherwise penalty will be imposed as per Govt: rules.
11. No conditional tender will be acceptable.
12. **Bid Security** as mentioned against each category in the form of CDR shall be submitted in favor of **Director Burn and Trauma Centre Peshawar.**

Note: the competent Authority reserves the right to reject all bids under the rule 47 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

Bid Submission / Opening

Burns & Plastic Surgery Centre (Burn and Trauma Centre)
Hayatabad Peshawar.
Tel: 091-5830078-82
www.btckp.gov.pk

II. BID Security/CDR

- a. The amount of CDR shall be as mentioned in the invitation of Bids
- b. The CDR should be submitted in favor of : **“Director Burns and Trauma Centre Peshawar”**.

III. BID VALIDITY:

90 days or as per applicable KPPRA Rules

Corrigendum

Reference advertisement No.INF (P) 3922/22 Dated: 02/07/2022 published in Daily Aaj and others newspapers; the last date for bid submission/date for tender opening is extended to 15/08/2022.

Part-II
Instructions to Bidders

A. INTRODUCTION

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all Pharmacies/Medical Stores within 500 M Radius of B&TC for supply of Medicines/Disposable on day to day need basis for the Year 2021-2022.
- 1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Medicines/Surgical/Disposable items to be purchased under this Invitation for Bids.
- 1.3. Bidders shall not be under a declaration of blacklisting by any Government department or Khyber Pakhtunkhwa Procurement Regulatory Authority (KPPRA).

2. Eligible Goods and Services

- 2.1. All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS)*, and all expenditures made under the contract will be limited to such Medicines/Disposables and services.
- 2.2. 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.
- 2.3. The origin of goods and services is distinct from the nationality of the Bidder.

3. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the B&TC shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

4. Bid Prices

Prices indicated on the Price Schedule shall be **delivered duty paid (DDP) prices**.

5. Bid Currencies

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

6. Documents Establishing Bidder's Eligibility and Qualification

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the B&TC Authority satisfaction:

- a. that, in the case of a Bidder offering to supply goods under the contract, the Bidder has valid Medicine Sale License;
- b. that the Bidder has valid NTN No.
- c. that the Bidder has the financial, technical, and management capability necessary to perform the contract;
- d. that the Bidder has proper storage area and refrigerator for keeping medicines at approved temperature;
- e. That the Bidder meets the qualification criteria

7. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1. Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all Medicines and Disposables which the Bidder proposes to supply under the contract.
- 14.2. The documentary evidence of the eligibility of the Medicines and Disposables shall consist of a statement in the Price Schedule that medicines and disposable are quality products, registered in Pakistan and does not contravene any act under Drug ACT 1976.

8. Bid Security

As specified in Advertisement

9. Period of Validity of Bids

90 days or as per applicable KPPRA rules .

10 . Clarification of Bids

During evaluation of the bids, the Committee may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

11. Cost-based Selection:

The technically responsive bid offering lowest price of required National/Multinational Medicines, Surgical/disposable items will be deemed to be the lowest evaluated bid.

12. Award of Contract

Contract will be awarded as per Award Criteria.

13. B&TC's Right to Vary Quantities of Medicines or Disposables to meet Day to Day demand.

The B&TC reserves the right to increase or decrease, the quantity of medicines and disposables to meet the day to day needs/ demand of different wards of B&TC.

14. B&TC's Right to accept or Reject All Bids

The Director reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Director's action.

15. Notification of Award

15.1. Prior to the expiration of the period of bid validity, the Director will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

15.2. The notification of award will constitute the formation of the Contract.

16. Signing of Contract

16.1. At the same time as the Director notifies the successful Bidder that its bid has been accepted, the Director will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

16.2. The successful Bidder shall sign and date the contract and return it to the Director B&TC.

17. Corrupt or Fraudulent Practices

17.1. The Procuring entity requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity,

(iii) "collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring entity of the benefits of free and open competition;

(b) The Procuring entity 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;

(c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under KPPRA Rules, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

Part-III
Bid Data Sheet

The following specific data for the National/Multinational Medicine and surgical/Disposables to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

INTRODUCTION

ITB 1.1 Name of Contract: Local Purchase of Medicines and Disposables for the Year 2022-23

ITB 4.1 Name of Purchaser: Director Burns & Trauma Centre

ITB 8.1 Language of the bid – English

Bid Price and Currency

ITB 11.2 The price quoted shall be Delivered Duty Paid at the following locations in accordance with the Schedule of Requirements including the delivery charges: Director Burns & Trauma Centre

ITB 11.5 The price shall be in Pak Rupees and shall be fixed.

Preparation and Submission of Bids

ITB 13.1 NTN Registration Certificate

ITB 13.2 Bank Statement for the last 2 financial years

ITB 13.3 **Qualification requirements** In addition to, the potential bidder must also fulfill the following:-

- a) The Bidder must have a Valid Medicine and disposable sale license Category A (Pharmacy License).
- b) Proper Storage area and refrigerator to keep medicines and disposables.
- c) Pharmacy lies within 500 M radius of B&TC.
- e) Previous contract history with any Reputable Hospital regarding supply of medicines and disposables.

ITB 14.3 A certificate from the Pharmacy Owner that all Medicines and Disposables that will be supplied under the contract, will be quality registered products, with warranty that they do not contravene any provisions of DRUG ACT 1976 and DRAP ACT 2012 as well.

ITB 15.1 **Amount of Bid Security:** As per advertisement

ITB 16.1 **Other terms related to Bidding:** As per applicable KPPRA rules

ITB 17.1 **Number of Copies: Original** along with **one Copy** of the bid. Bids must be accompanied by discount offered for National & Multinational Medicines and Surgical/Disposables.

ITB 18.2 (a) **Address for Bid Submission:** Director Burns & Trauma Centre.

ITB 18.2 (b) **IFB Title and Number:** Local Purchase of Medicines and Disposables for the Year 2022-23

ITB 19.1 **Deadline for Bid Submission: 16/06/2019 10:00 A.M**

ITB 22.1 **Time, Date, and Place for Bid Opening: On 16/06/2021 at 11:00 A.M. at Conference Room, Burns & Trauma Centre.**

Bid Evaluation

ITB 25.3 Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder.

Contract Award & Extension

ITB 29.1 Director Burns & Trauma Centre may extend the Contract Period as per applicable govt. Rules.

SCHEDULE OF REQUIREMENTS

TABLE 1 DELIVERY SCHEDULE

#	Location	Items	Delivery Period from the date of Notification of Award
1		National Medicines	Bidder shall have to supply such quantity of Medicines/Surgical Disposable Items to B&TC, Peshawar within 24 hours on receipt of orders/demand from concerned Medical Superintendent on free delivery basis to the hospital store.
2		Multinational Medicines	
3		Surgical/Disposables	

Note: During financial year 2022-23, Contracted Pharmacy will be bound to provide above items or other medicines/disposables, under Local purchase Contract, as prescribed by Doctors of B&TC, Peshawar.



PART-IV

BIDDING FORMS

1. Bid Submission Form

Date:

To

Director
Burns & Trauma Centre
Hayatabad Peshawar.

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **Day to day demand of medicines and disposable of items of B&TC** in conformity with the said bidding documents at the discount offered in the Schedule of Prices attached herewith and made part of this Bid.

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

Until a 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.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of

2. Price Schedules

#	Location	Item	Max, Discount
		National Brands of Medicines	
		Multinational Brands of Medicines/ Imported Items	
		Surgical/Disposable Items	

PART-V
CONTRACT FORMS

1. Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between **B&TC** (hereinafter called “the Director”) of the one part and *[name of Supplier]* of (hereinafter called –the Supplier) of the other part:

WHEREAS the Director invited bids for supply of day to day demand of medicines and disposable items of Director B&TC and has accepted a bid of the Supplier for the supply of these medicines and disposable items at Discount of ____% for National brands of Medicines, ____% for Multinational Brands of Medicines / Imported Medicines and ____% for Disposable items on Retail Price.

#	Item	Max, Discount
	National Brands of Medicines	
	Multinational Brands of Medicines/ Imported Items	
	Surgical/Disposable Items	

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 construed 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; and
 - (e). the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the B&TC to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the B&TC to provide the medicines and Disposable item in conformity in all respects with the provisions of the Contract
4. The Director hereby covenants to pay the Supplier in consideration of the provision of the medicines and disposable items therein, the Amount 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 Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Director)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Part VI

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the B&TC and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the Medicines, medicine dispensing devices and disposables and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services ancillary to the supply of the medicines and disposables, such as transportation.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Medicines and Disposables, as named in SCC.
- (h) "The Purchaser's country" is Islamic Republic of Pakistan.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.2 For purposes of this Clause, "origin" means the place where the Medicines and disposables are produced, manufactured or from which the Services are supplied. These are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Medicines and Disposable and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Medicines and Disposables supplied under this Contract shall conform to the standards mentioned in the Evaluation Criteria, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Medicines/Disposables country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

5.1 The Supplier shall not, without the Director's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the B&TC and shall be returned (all copies) to the Director B&TC on completion of the Supplier's performance under the Contract if so required by the Director.

5.4 The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.

6. Patent Rights

6.1 The Supplier shall indemnify the B&TC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods, Medicines and Surgical/Disposables or any part thereof.

8. Warranty and Price List of Medicines and Disposable items.

8.1 The Supplier will provide the Invoice, Warranty and Updated Price List of Medicines and Surgical/Disposables whenever required by B&TC.

8.2 The Supplier will be responsible for keeping the complete record of invoices and warranty and will ensure that quality registered products are supplied to B&TC.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Spurious, Adulterated,

9.1 The Supplier shall be responsible if any Spurious, Adulterated, Counterfeit or misbranded drug is found in supplies of Suppliers.

Counterfeit or Misbranded drugs.

9.2 The Director will Forfeit these Spurious, Adulterated, Counterfeit or Misbranded drugs and may also initiate legal action against the supplier.

10. Delivery and Documents

10.1 Delivery of the Medicines and Disposables shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.

10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Billing and Payment

11.1 The Supplier will raise bills to B&TC on fortnight basis i.e 15 days basis.

11.2 Payments shall be made promptly by the B&TC, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

11.3 The currency of payment is Pak. Rupees.

12. Prices

12.1 Prices charged by the Supplier for Medicines and Disposable items delivered under the Contract shall not vary from the discount (on retail price) quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Director's request for bid validity extension, as the case may be.

13. Contract Amendments

13.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

14. Assignment

14.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Director's prior written consent.

15. Delays in the Supplier's Performance

15.1 Delivery of the Medicines and Disposables shall be made by the Supplier in accordance with the time schedule prescribed by the B&TC in the Schedule of Requirements.

15.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the B&TC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

16. Non Supply of Medicines and Disposable items.

16.1 If the Supplier fails to deliver any or all of the Medicines and disposables within the period(s) specified in the Contract, the Director shall, without prejudice to its other remedies under the Contract, may arrange these medicines and disposables from open markets at Supplier's risk and the extra amount of expenditure will be deducted from the suppliers payment or Performance Guaranty.

17. Termination for Default

- 17.1 The Director, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver medicines and disposables within the period(s) specified in the Contract, or within any extension thereof granted by the Director pursuant to GCC Clause 15; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Director has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

- 17.2 In the event the Director terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Director may procure, upon such terms and in such manner as it deems appropriate, Medicines and Disposables similar to those undelivered, and the Supplier shall be liable to the B&TC for any excess costs for such similar brands of Medicines and Disposables. However, the Supplier shall continue performance of the Contract to the extent not terminated.

18. Force Majeure

- 18.1 Notwithstanding the provisions of GCC Clauses 15, 16, and 17, the Supplier shall not be liable for forfeiture of its security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 18.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Director in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 18.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Director in writing of such condition and the cause thereof. Unless otherwise directed by the Director in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. Termination for Insolvency

- 19.1 The Director may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the B&TC.

20. Termination for Convenience

- 20.1 The Director, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Director’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

21. Resolution of Disputes

- 21.1 The Director and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 21.2 If, after thirty (30) days from the commencement of such informal negotiations, the Director and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may

include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.

22. Governing Language

22.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 22, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

23. Applicable Law

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

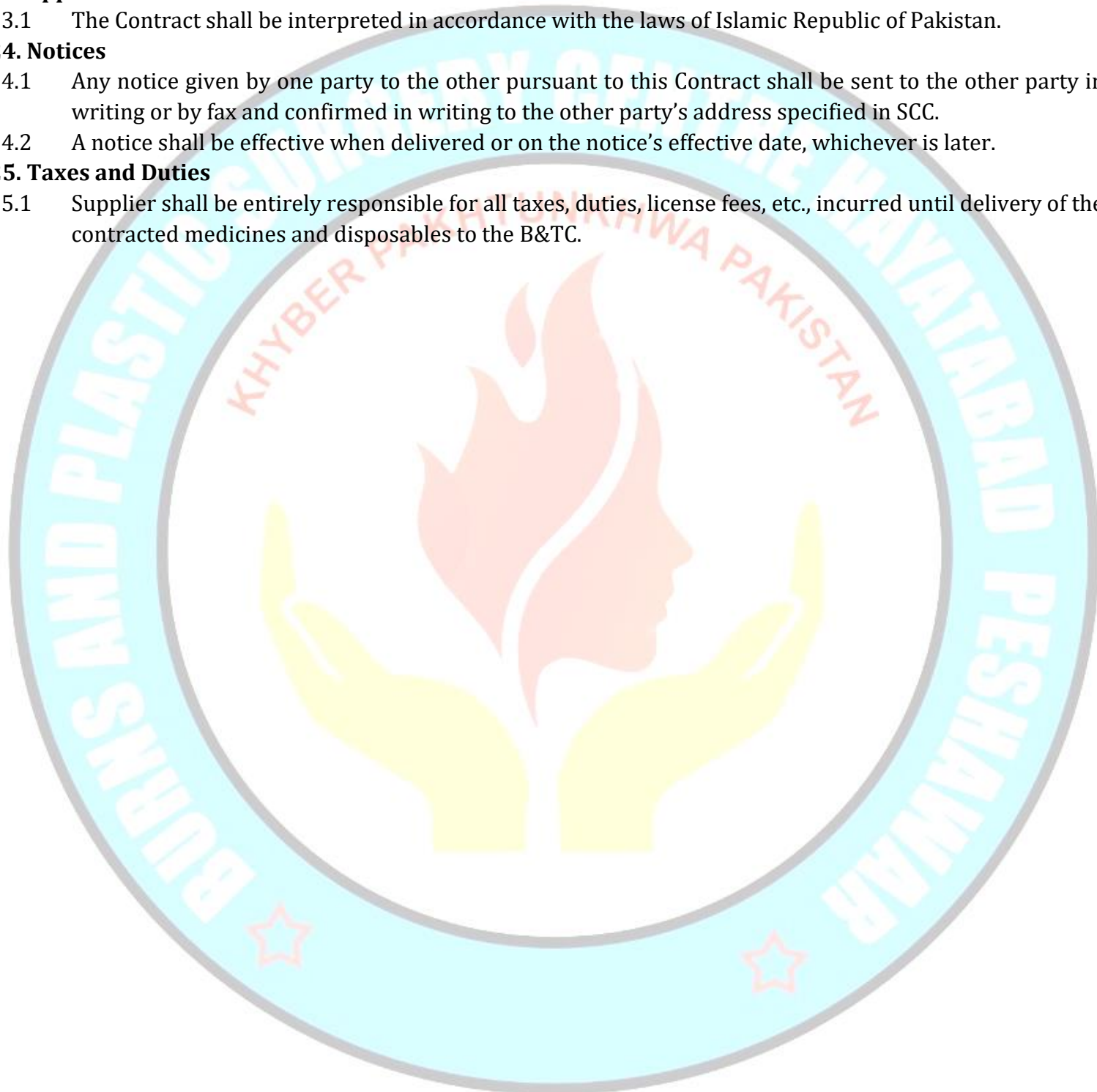
24. Notices

24.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.

24.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

25. Taxes and Duties

25.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted medicines and disposables to the B&TC.



Part-VII

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 General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g) The Purchaser is: Director Burns & Trauma Centre..

GCC 1.1 (h) The Purchaser's country is: Islamic Republic of Pakistan

GCC 1.1 (i) The Supplier is: Firm responsible for provision of required goods/services.

GCC 1.1 (j) The Project Site is: Burns & Trauma Centre Hayatabad Peshawar

2. Country of Origin (GCC Clause 3)

3. Delivery and Documents (GCC Clause 10)

GCC 10 the Supplier shall send bills of supply of medicines and disposables to authorities of B&TC on fifteen days basis. Notify the B&TC the full details of the supply, including Generic Name, Brand Name, Unit Price, quantity and Total price. The Supplier shall send the following documents to the Director:

- (i) Original Purchaser's Indent slip showing Medicines and disposables description, quantity, unit price, and total amount, Receiving Signatures;
- (ii) Cover letter consisting of Indent Slip Number and individual bill amount and date.

4. Payment (GCC Clause 11)

GCC 11 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

5. Payment for Medicines/Disposables supplied:

Payment shall be made in Pak. Rupees in the following manner:

- (i) **Payment against Delivered Goods:** The supplier shall be paid within thirty (30) days of receipt of the bills.

6. Prices (GCC Clause 12)

GCC 12.1 Discount shall be: Fixed.

7. Resolution of Disputes (GCC Clause 21)

GCC 21.2 the dispute resolution mechanism to be applied pursuant to GCC Clause 21.2 shall be as follows:

In the case of a dispute between the Director and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

8. Governing Language (GCC Clause 22)

GCC 22.1 The Governing Language shall be: English.

9. Applicable Law (GCC Clause 23)

GCC 23.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

DrugAct 1976

DRAP Act of 2012

10. Notices (GCC Clause 24)

GCC 24.1 B&TC's address for notice purposes – Director B&TC Peshawar