



BACHA KHAN MEDICAL COMPLEX
MEDICAL TEACHING INSTITUTION
SHAHMANSOOR SWABI

STANDARD BIDDING DOCUMENTS

FOR

NATIONAL COMPETITIVE BIDDING
SELECTION AND RATE CONTRACTING OF

Medicines and surgical disposable items

FOR THE YEAR 2023-24

Bid Security / Earnest Money	Rs. 200,000/-
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Manager Material Management
BKMC/GKMC

Manager Pharmacy
BKMC-MTI, Swabi

Hospital Director
BKMC-MTI, Swabi

Preface

These Bidding Documents have been prepared for use by procuring/Purchasing agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring entity / purchasing entity or the person drafting the bidding documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

Specific details, such as the “name of the Procuring/Procuring / purchasing entity” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.

Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring entity / purchasing entity should strictly follow. The final document should contain no footnotes.

The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.

Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring entity / purchasing entity for each procurement.

The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the (www.gkmcs.edu.pk and www.bkmcs.edu.pk) by allowing at least fifteen days for NCB for bid preparation and submission.

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids also indicates the important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) so that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids is incorporated into these Standard Bidding Documents (SBDs). The information contained in the Invitation for Bids (IFB) conforms to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

Invitation for Bids
Single Stage–Two Envelopes

SELECTION AND RATE CONTRACTING OF A) MEDICINES (B) SURGICAL
(C) DRUG (D) NON-DRUG ITEMS
FOR THE YEAR 2023-24

1. In compliance with the Khyber Pakhtunkhwa Public Procurement Act-2012 and Khyber Pakhtunkhwa Procurement Regulatory Authority (KPPRA) Rules–2014, Bacha Khan Medical Complex – Medical Teaching Institution, Swabi invites sealed bids from
 - a. Manufacturer/s / Authorized Distributors / Importers of “**Medicines and Surgical Disposable Items**”

registered as such with the DRAP for the quoted item/s and regulated under the Drug Act 1976, DRAP Act 2012 and the Rules framed thereunder. Duly authorized by the goods’ Principal Manufacturer or producer to import / supply the said goods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act 2012 and Rules framed thereunder; and
2. The price shall be fixed and valid till **30th June 2024**
3. Bidding competition under this advertisement shall be conducted through **Single Stage–Two Envelopes Bidding Procedure** as per KPPRA Act 2012 and Rules frame there under. Under this procedure, the bidders should submit the bids in two sealed envelopes of technical and financial bids, each of which must bear on them the clearly written words '**BKMC-MTI Technical Bid 2023-24**' and '**BKMC-MTI Financial Bid 2023-24**' as well as the full and complete identification of the bidder along with its postal and email addresses and phone number/s on each of the respective envelope. Both these sealed and labeled envelopes should bear the clearly written words '**Bid for BKMC-MTI 2023-24**' along with the identification and contact details of the bidder.
4. The Standard Bidding Documents, of required items can be download from (www.gkmcs.edu.pk and www.bkmcs.edu.pk).
5. Bidders must submit sealed bids to the office of Hospital Director, located in the Administration Block within the premises of Bacha Khan Medical Complex, Medical Teaching Institution, Shahmansoor, Swabi **on or before _____ at 11:00 am**. Any bids presented / submitted / received later than this deadline, or delivered to some office other than the above office, shall not be considered and shall be rejected without any further processing.
6. Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees Two Hundred Thousand only (**Rs. 200, 000/-**) from each bidder in the shape of Call Deposit Receipt (CDR) in the name of the **Hospital Director, Bacha Khan Medical Complex – Medical Teaching Institutions** required to be submitted along with the Financial Bid within its sealed envelope. A separate photocopy of this Bids Security financial instrument should also be placed inside the sealed envelope of Technical Proposal. Ordinary crossed or open Cheque shall not be acceptable as Bids security.
7. The pre bid will be held on _____ **at 11:00 hours** in the office of the, Material Management Department, BKMC-MTI, Swabi.
8. Quotation must be computer typed & printed; and the offered rate must be written both in words & figures. An authorized person of the bidding entity shall sign & stamp all pages of the bid, as mentioned in the SBDs.
9. The bidders are required to submit the unit price of quoted items on the format as prescribed in the Standard Bidding Documents.

10. Quotations with cutting and over-writing shall not be accepted to the extent of that particular quoted item having cutting / over-writing / erasing etc.
11. To facilitate further data entry during bids processing, all bidders are also required to submit the quoted product list as per prescribed proformas in the approved Standard Bidding Documents for this bidding competition, in soft form in MS Excel format (and not in other software formats or images) on USB, duly labeled by a permanent marker with the name of bidder firm along with the words “**BKMC-MTI bid 2023-24**”. The bidders must ensure that said USB is openable and readable. Moreover, in the same context, the bidders are also required to submit a table of contents in the start of bid with proper page numbering on each page of the bid.
12. Bidders are required and encouraged to offer the most competitive lowest price/s of their quoted item/s as no negotiations on quoted price/s shall be allowed under the rules.
13. Bids will be opened by the **Tender Opening Committee** of BKMC-MTI at _____ at **11:30 hours** in the Committee Room of Bacha Khan Medical Complex, Medical Teaching Institution, Shahmansoor Swabi in the presence of those bidders or their representatives, who choose to attend the bids opening process.
14. The Purchase Committee reserves the right to reject any or all of the bids under clause 47 of KPPRA Procurement Rules 2014.

**HOSPITAL DIRECTOR
Bacha Khan Medical Complex-
Medical Teaching Institution
Swabi, KPK.**

Section II. BID DATA SHEET

ITB Ref.	Introduction/Description	Detail
ITB 1.1	Name of Procuring/Procuring / purchasing entity of Government of Khyber Pakhtunkhwa.	Hospital Director, BKMC-MTI, Shahmansoor, Swabi Khyber Pakhtunkhwa as the overall head of BKMC-MTI, Shahmansoor Swabi, KP.
ITB 4.1	Name of Procuring entity / purchasing entity.	Hospital Director, BKMC-MTI, Shahmansoor, Swabi Khyber Pakhtunkhwa
ITB 6.1	Procuring entity / purchasing entity's address, telephone, telex, and facsimile, numbers.	Hospital Director Bacha Khan Medical Complex-MTI Khyber Pakhtunkhwa, Swabi. Tel No: 0938-280214 Fax No: 0938- 280215 Email: bkmc.swabi@gmail.com
ITB 8.1	Language of the bid.	English
Bid Price and Currency		
ITB 11.2	Price quoted shall be:	Pakistani Rupees (Rs.)
ITB 11.5	The price shall be fixed	The price shall be fixed and valid till 30 th June 2024
Preparation and Submission of Bids		
ITB 13.3 (d)	Qualification requirements.	Manufacturer /Importer/Authorized Distributor of Medicines & Surgical Disposable Items in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed thereunder; and Principal Manufacturer or producer to import or Authorized Distributor / supply the said goods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act 2012 and Rules framed thereunder; and
ITB 15.1	Amount of bid security.	Rs.200,000/-
ITB 16.1	Bid validity period.	190 days from the date of opening of bids
ITB 18.2 (a)	Address for bid submission.	Hospital Director Bacha Khan Medical Complex-MTI Shahmansoor Swabi Khyber Pakhtunkhwa. Tel No: 0938-280214 Fax No: 0938- 280215 Email: bkmc.swabi@gmail.com
ITB 18.2 (b)	IFB title and number.	Selection and rate contracting of Medicines & Surgical Disposable Surgical Items for the year 2023-24.
ITB 19.1	Deadline for bid submission.	Mentioned in Advertisement
ITB 22.1	Time, Date and Place for bid opening.	Mentioned in Advertisement
Bid Evaluation		

ITB 25.3	Criteria for bid evaluation.	Merit Point Evaluation (Highest Ranking Fair Bid). The items ranked highest in merit points (obtained through, and based on, technical and financial evaluation) will get unit rate central contract. (Section-V of these SBDs).
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications	As in section on Technical Evaluation of bids.
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease.	The Procuring/Procuring / purchasing entity in the capacity of being the overall head of the BKMC-MTI, or otherwise has the authority to regulate, if deemed appropriate, under the provisions in ITB29.through imposing restrictions and / or classifying and / or grouping any selected quoted item/s for stopping, increasing or decreasing the purchase of such item/s by the Procuring / purchasing entity/ices to rationalize and / or control the use and / or misuse of such item/s.

Section III. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring entity / purchasing entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring entity / purchasing entity, the Procuring entity / purchasing entity's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

Information that complements provisions of Part one Section II must be incorporated. Amendments and/or supplements to provisions of Part one Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

Section III. Special Conditions of Contract

Table of Clauses

1.	DEFINITIONS (GCC CLAUSE 1)
2.	COUNTRY OF ORIGIN (GCC CLAUSE 3)
3.	PERFORMANCE SECURITY (GCC CLAUSE 7)
4.	INSPECTIONS AND TESTS (GCC CLAUSE 8)
5.	PACKING (GCC CLAUSE 9)
6.	DELIVERY AND DOCUMENTS (GCC CLAUSE 10)
7.	INSURANCE (GCC CLAUSE 11)
8.	INCIDENTAL SERVICES (GCC CLAUSE 13)
9.	SPARE PARTS (GCC CLAUSE 14)
10.	WARRANTY (GCC CLAUSE 15)
11.	PAYMENT (GCC CLAUSE 16)
12.	PRICES (GCC CLAUSE 17)
13.	LIQUIDATED DAMAGES (GCC CLAUSE 23)
14.	RESOLUTION OF DISPUTES (GCC CLAUSE 28)
15.	GOVERNING LANGUAGE (GCC CLAUSE 29)
16.	APPLICABLE LAW (GCC CLAUSE 30)
17.	NOTICES (GCC CLAUSE 31)
18.	DUTIES AND TAXES (GCC CLAUSE-35)

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). 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.

Definitions (GCC Clause 1)

GCC 1.1 (c) The Goods are: **Medicines & Surgical Disposable items**

GCC 1.1 (g) **The Procuring entity / purchasing entity is:** Hospital Director being the overall head of Bacha Khan Medical Complex – Medical Teaching Institute; and

The Procuring / purchasing entity/ices include: Hospital Director being the overall head of Bacha Khan Medical Complex – Medical Teaching Institute;

GCC 1.1 (i) The Supplier is: “the individual or firm supplying the Goods and Services under this Contract” and includes the following:

Manufacturer/Importer/Authorized Dealer of Medicines & Surgical Disposable Items in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed thereunder; and duly authorized by the goods’ Principal Manufacturer or producer to import or authorized dealer / supply the said goods in Pakistan.

Sample Provision:

GCC 1.1 (j)—The Project Site is: Office of Hospital Director being the overall head of Bacha Khan Medical Complex – Medical Teaching Institute Shahmansoor Swabi.

GCC 8.1: When required, the Focal Person of the bidder will be informed on phone or through email to provide samples of the items in sufficient / required quantity for examination / analysis /expert opinion to the office of Manager Pharmacy at bidder's own risk and cost at, and not later than, the time and date communicated. The samples will be non-returnable and no payment whatsoever shall be payable to bidder / Focal Person on this account in the name of price/transportation charges etc. or on the basis of any other context or reason or argument.

Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section VI of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement”.

Performance Security (GCC Clause-7)

GCC 7.1—the amount of performance security, as a percentage of the Contract Price, shall **Not be required**. However, the bid security of 200,000/- from the successful bidders as received at the time of bids submission under GCC Clause 15, shall be retained by the Procuring / Procuring / purchasing entity as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled. However, the warranty of the supplied goods, as issued by the Supplier under the clauses of contract agreement (Bid Form-6) and relevant applicable laws governing the nature of goods, e.g., the Drug Act 1976, shall remain in force and valid despite the discharge of Performance Security to the Supplier in accordance with GCC Clause-7 and 8.

Standards (GCC Clause 4): As mentioned in GCC clause 4.1.

Inspections and Tests (GCC Clause 8 and in accordance with the clauses of contract with the Procuring entity). The Technical Evaluation shall be conducted by the Inspection Team/s of BKMC-MTI expert/s constituted by the Hospital Director BKMC MTI to:

undertake examination of the mandatory documents as mentioned in the Bid Cover Sheet (Bid Form-1) of these SBDs, and the attested copies of which had been submitted by the bidder/s along with the technical bids; and

Medicine & Surgical Disposable Items tested by BKMC-MTI expert/s of the T&E Committee in a manner as deemed relevant and appropriate for the purpose by the said expert/s, and as laid down, or otherwise, in the applicable laws and Rules, for submission of technical report to the relevant forum/quarter for the needful. The DTL report of the quoted Medicines and Surgical Disposables not older than one year be examined.

To fulfill the relevant clauses of the contract agreement (Bid Form-6 of these SBDs) for testing of supplied goods, all the successful bidders for Medicines & Surgical Disposables items falling under the Drugs Act 1976, before signing the Contract Agreement (Bid Form-6) shall provide to the Procuring entity / purchasing entity, the Testing Method/s and Lab. protocols to test their quoted item/s in the Drugs Testing Laboratory. Any other appropriate method/arrangements may be adopted by the T&E Committee to assess and/or assure the quality of goods being purchased and / or supplied to the Procuring and / or procuring / purchasing entity/ices.

Packing (GCC Clause 9)

The successful bidder shall make supplies of quoted item/s in accordance with the following: Provisions contained in the GCC Clause 9 of these SBDs; and Relevant clauses of contract agreement of BKMC-MTI with the Supplier/s (Section- VI of these SBDs –Rate Contract Agreement); and

Delivery and Documents (GCC Clause 10)

Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the successful bidder with the Procuring entity / purchasing entity.

The Supplier shall provide the following documents to the Procuring / purchasing entity: copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount; Usual transport documents which the buyer may require to take the goods; Manufacturer / Importer's / Authorized Distributors prescribed warranty certificate;

The supplier shall be responsible to transport the item/s in a manner that the appropriate and required storage temperature is continuously and properly maintained during transportation from supplier till delivery to the Procuring / purchasing entity/ices. In case of item/s requiring the maintenance of cold chain, the supplier shall be under obligation to provide valid and appropriate evidence to the Procuring / purchasing entity to the effect that end-to-end cold chain of the supplied item/s has adequately been maintained during transportation of the said item/s to the Procuring / purchasing entity/ices.

Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.

Warranty (GCC Clause 15)

For goods belonging to the categories of Medicines & Surgical Disposable items and falling under the Drugs Act 1976 and / or the DRAP Act-2012 and Rules framed thereunder, the Supplier, in addition to the terms and conditions of the Rate Contract Agreement with Procuring entity / purchasing entity (Bid Form-6), shall provide warranty to the Procuring / purchasing entity under all the relevant Section/s of applicable government laws and rules.

In case of goods belonging to the categories of NDIs, the Supplier as per GCC Clause 15 and the clauses of Contract Agreement with the Procuring entity / purchasing entity (Bid Form-6) shall provide warranty to the Procuring / purchasing entity for the duration as mentioned in GCC Clause-15 or till the expiry date of goods supplied, whichever is later.

Payment (GCC Clause 16):

GCC Clause 16 as well as under the terms and condition in Rate Contract Agreement with the Procuring entity / purchasing entity.

Payment shall be made in **Pak. Rupees** in accordance with the relevant government rules, regulations and procedures.

Prices (GCC Clause 17)

The bidder shall not quote price/s of any item/s which is/are higher than the prices quoted by the bidder across the country to any entity procuring the quoted item/s through public funding.

Liquidated Damages (GCC Clause 23)

As in relevant clauses of the Rate Contract Agreement signed by the Supplier with the Procuring entity / purchasing entity.

Disputes Resolution (GCC Clause 28)

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Rate Contract Agreement (Bid Form-6) between the Supplier and the Procuring entity / purchasing entity.
If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

Governing Language (GCC Clause 29)

The Governing Language shall be: **English.**

Applicable Law (GCC Clause 30)

The Contract shall be interpreted in accordance with all the relevant laws of Islamic Republic of Pakistan which include, but not limited to, the following legislations:

The KPPRA Act 2012

The KPPRA Rules 2014

The Drugs Act 1976 and Rules framed thereunder

The DRAP Act 2012 and Rules framed thereunder

The General Financial Rules of the Government of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.

The Employment of Children (ECA) Act 1991

The Bonded Labor System (Abolition) Act of 1992

The Factories Act 1934

Notices (GCC Clause 31)

GCC 31.1—procuring entity / purchasing entity address for notice purposes:

Office of the Hospital Director

Bacha Khan Medical Complex (MTI), Shahmansoor, Swabi

Khyber Pakhtunkhwa, Pakistan

Tel No: 0938-280214

Fax No: 0938- 280215

Email: bkmc.swabi@gmail.com

Supplier's address for notice purposes: As mentioned in their bidding documents

Duties & Taxes (GCC clause 32)

The Unit price quoted by the bidder shall be: **inclusive** of all applicable duties and taxes.

Section IV. Schedule of Requirements

S.No.	Item Description
01	Non-Rebreathing Mask Large
02	Non-Rebreathing Mask Medium
03	Non-Rebreathing Mask Small
04	Infusion Chamber
05	Chest Tube Drainage Bottle
06	Inj. Atropine
07	Inj. Adrenaline
08	Inj. Calcium Gluconate
09	Inj. Midazolam
10	Inj. Naloxone
11	Inj. Amiodarone
12	Inj. Verapamil
13	Inj. Pheniramine maleate
14	Inj. Isosorbide
15	Oxygen Mask Pead's
16	Oxygen Mask Adult
17	Inj. Heparin
18	25% Dextrose 25 ml
19	Inj. Adenosine
20	Foleys Catheter Silicon coated 8 Fr
21	Foleys Catheter Silicon coated 12 Fr
22	Foleys Catheter Silicon coated 14 Fr
23	Foleys Catheter Silicon coated 16 Fr
24	Naso gastric tube 4ch
25	Naso gastric tube 6ch
26	Naso gastric tube 10ch
27	Naso gastric tube 12ch
28	Naso gastric tube 14ch
29	Naso gastric tube 16ch
30	Adhesive tape 1"x5m
31	Adhesive tape 1"x3m
32	Surgical Blade of all sizes
33	Urine bag with let-2000ml
34	IV fluid administration set all types
35	Povidone Iodine Solution 10% 450 ml
36	Povidone Iodine Scrub 7.5% 450 ml
37	Inj. Caffeine citrate
38	Iv Cannula of with or without cap 18 G

39	Iv Cannula of with or without cap 20 G
40	Iv Cannula of with or without cap 22 G
41	Iv Cannula of with or without cap 24 G
42	Butterfly needles of different gauges
43	Heparin caps
44	4% chlorhexidine scrub 1000 ml/50 ml
45	Iohexol
46	Lopromide for imaging.
47	Isoflurane
48	Sevoflurane
49	0.9% Normal Saline 100ml
50	0.9% Normal Saline 500ml
51	0.9% Normal Saline 1000ml
52	Ringer lactate 500ml
53	Ringer lactate 1000ml
54	5% Dextrose 100ml
55	5% Dextrose 500ml
56	5% Dextrose 1000ml
57	Dextrose saline 500ml
58	Dextrose ½ saline 500ml
59	25% Dextrose 25ml
60	Sterile Water for injection 10ml
61	Sterile Water for injection 20ml
62	Sterile Water for injection 1000ml
63	Nebs Saline 0.45% 500ml
64	10% Dextrose 500 ml
65	20% Mannitol 500ml
66	Inj. Epoetin Alpha 2000 i.u
67	PoP Bandages 4inch
68	PoP Bandages 6 inch
69	Crepe Bandage 4inch
70	Crepe Bandage 6 inch
71	Sterile Surgical gauze 4x4
72	Gauze Cloth Roll 20m
73	Inj. Streptokinase
74	Inj. Dimenhydrinate
75	Inj. Oxytocin 5 i.u
76	Inj. Dexamethasone
77	Nasal Oxygen Canula Adult
78	Nasal Oxygen Canula Pead's
79	Nasal Oxygen Canula neonates
80	Inj. Furosemide

81	Inj. Diclofenac
82	Inj. Cefoperazone+Sulbactam 1gm
83	Inj. Cefoperazone+Sulbactam 2gm
84	Inj. Ceftriaxone 500mg
85	Inj. Ceftriaxone 1000mg
86	Inj. Labetalol
87	Inj. Hydralazine
88	Inj. BLES
89	Disposable Syringe 1cc AD
90	Disposable Syringe 3cc AD
91	Disposable Syringe 5cc AD
92	Disposable Syringe 10cc
93	Disposable Syringe 20 ml
94	Disposable Syringe 50 ml
95	Inj. Lignocaine with Adrenaline 10 ml
96	Inj. Lignocaine with Adrenaline 2 ml
98	Inj. Rabies Immunoglobulins
99	Inj. Glyceryl Trinitrate
100	CVP Line (Single Lumen) 14Gx20cm, 16Gx20cm Device
101	CVP Line (Double Lumen) 7FRx20cm Device
102	CVP Line (Triple Lumen) 7FRx20cm, 7FRx16cm Device
103	CVP Line (Quad Lumen) 8.5Fr x16cm Device
104	Heparinized Syringes (ABG Syringes)

Section V. Technical Specifications

Technical Evaluation Criteria for Medicines & Surgical Disposable Items

(Maximum Allocable Marks Score for Technical Evaluation = 50 Marks)

NOTE For further details of evaluation criteria and marking scheme, please see relevant proformas for technical evaluation these SBDs.

SYSTEM BREAKING / DISQUALIFICATION POINTS INTECHNICAL EVALUATION CRITERIA:

These system breaking / disqualification points mentioned in this section are in addition to the provision of mandatory documents, as elaborated in Bid Cover Sheet (Bid Form-1).

During technical evaluation of the quoted bids, bidders may stand disqualified if the Scrutiny Committee for bids evaluation find and declare any of the shortcoming/s related to the documents and/or manufacturing units and / or the Importers or Authorized Distributors regardless of completion / fulfillment or otherwise of any terms and conditions, criteria and /or codal formalities.

In those cases, where sample evaluation is included in the technical criteria, rejection of the quoted items by the BKMC-MTI expert committee for Physical evaluation of samples will lead to disqualification.

Total Marks in Technical Criteria: **70**

Qualifying Percentage in Technical Criteria: **70%**

Qualifying Marks: **49**

Financial Criteria (30 Marks):

S #	Parameters	Sub-Parameters	Total Marks: 30
	Price		30
		Lowest Price will get full marks. The formula to calculate the marks for the price submitted is: [Lowest Price (Fm)/Price of Bid under consideration (F)] x100 x 0.30	30

Total Marks (Technical Criteria + Financial Criteria): 100

Financial bids of only technically responsive bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining 30 marks, the two scores will be combined to identify the best evaluated bid.

Technical Criteria

Principal's and Importer's Evaluation Parameters		
Principal Manufacturer Evaluation		
S#	Parameters	Marks
1	Valid ISO 18001/45001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). Online verification link shall be provided	2
2	Valid ISO 14001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). Online verification link shall be provided	2
3	Valid ISO 9001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). Online verification link shall be provided	2
4	Valid accreditation of manufacturing unit or its relevant section/s by the US-FDA or WHO or official accreditation body/ies /regulatory body in the case of SRA countries (duly attested by senior executive of the firm)	5
5	Valid calibration certificates for equipment / instruments used in the factory for Measuring, weighing, Assay/ Analysis of raw material, in-process material and finished products for the manufacturing of the quoted products. (Valid Calibration Certificates attested by Quality head of the firm).	5
Importer's Evaluation		
6	The firm will provide undertaking of availability of minimum 20% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & if required then the hospital experts will visit and inspect.	4
7	The firm will provide undertaking of adherence to good storage practices (GSP) for storage of finished goods. Functional and effective Air-conditioning & Ventilation System and effective cold chain (thermo-labile drugs). If required then the hospital experts will visit and inspect.	5
8	Adequate availability of qualified, (Presence of Category-A Pharmacist/s is/are mandatory), & relevant Human Resource (Certified by the senior executive of the firm.	5
Total Technical Score of the firm		30
Product Technical Evaluation		
Product Technical Parameters		
S#	Parameters	Marks
9	Goods Declaration certificate of imported finished quoted item/s from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than 18 months on the cutoff date for submission of bids.	5
10	Certificate of Analysis of finished quoted item/s from the Principal Manufacturer as mentioned in the goods declaration (GD) provided in column 15, duly attested by the senior executive of the firm. In case of non-provision of matching GD the marks for CoA will not be awarded.	5
11	API/s source accredited by WHO, US-FDA, EMA, MHRA, TGA, PMDA, Swiss Medic or Health Canada or by regulatory authority of SRAs countries. Trail of principal manufacturer shall be established from the respective GD. CoA and other supporting documents.	10
	Valid WHO prequalification and / or	

12	<p>Valid product registration in SRA country(ies) / Valid free sale certificate issued by regulatory body of any SRA country(ies) and / or</p> <p>Valid certificate of the availability of the quoted item in the US market. 2 mark for each certification, up to a maximum of 06 marks.</p> <p>Certificates on company's own letter heads shall not be acceptable. (copies of relevant certificates duly attested by the senior executive of the firm)</p> <p>Note: Valid Certificates for the same brand shall be provided. Certificate on company's own letter head shall not be acceptable.</p>	6
13	<p>Valid Certificate of Analysis of the Type / class of material used for the immediate container of the quoted item/s, as issued by the manufacturer of the material coupled with Invoice/proof of purchase:</p> <p>For award of marks, the certificate of analysis must clearly mention:</p> <ol style="list-style-type: none"> 1. Materials e.g., Aluminum Foil, PVC, Capsule Shells, Plastic (HDPE, LDPE) or any other material used for the immediate container of the quoted item complying with US, European, British, Japanese pharmacopeial standards, or must clearly mention that the material is of a pharmaceutical grade. 2. Type of Glass material for Liquid ampoules must be USP class 1 (Non-compliance shall lead to disqualification of the quoted product). 3. Type of Glass material for Oral Syrups/ Suspensions must be USP Type 3 or better (Non-compliance or non-provision of CoA of glass material shall lead to disqualification of the quoted product). 4. For Dry Powder Injectables, <ol style="list-style-type: none"> a. For USP Type 1 glass 4 marks will be awarded. b. For USP Type 2 Glass 2 marks will be awarded. c. For products where USP Type 3 glass is used or where the CoA of Glass material is not provided shall lead to disqualification of the item (s). <p>(Documents duly attested by the Senior executive of the firm).</p>	4
14	Stability studies of quoted item/s duly attested by the Q.C in charge of the firm).	5
Product Availability		
15	<p>Availability of quoted item/s in Pakistani market as per recent most data of IMS/IQVIA Health.</p> <p>Less than 5 % market share = 0 mark 5-10% market share = 01 mark 11-30% market share = 02 marks 31-50% market share = 03 marks 50% and above market share = 05 marks</p> <p>For items specifically used in institutions where IMS/IQVIA data is not applicable the bidder shall provide Tender Approvals (not older than 2 years) from other Secondary & Tertiary Govt. Hospitals outside Khyber Pakhtunkhwa or JCI accredited private entities/hospitals of other provinces of Pakistan.</p> <p>Marks shall be awarded in the following manner:</p> <p>02 Tender approvals- 01 mark 04 Tender approvals- 02 marks 06 Tender approvals- 03 marks 08 Tender approvals- 04 marks 10 or more Tender approvals- 05 marks</p> <p>Note. Approved means where a contract is awarded to the quoted product with the same brand name and specifications / strength / dosage form. Moreover, the approval shall be verifiable from the respective website of the Government procuring entity or JCI accredited Private procuring entity/Hospital.</p>	5
Total Technical Score of the Product		40
Total Technical Score of the Firm + Product		70

BLACKLISTING AND DEBARMENT

Conditions for Blacklisting of Defaulting Bidder (Contractor under rule 44 of KPPRA Rules 2014)

The following are the events which shall lead to initiate blacklisting/debarment process as per Rule 44 of KPPRA Rules 2014,

Consistent failure to provide satisfactory performances.
Found involved in corrupt/fraudulent practices.
Abandoned the place of work permanently

Conditions for debarment of Defaulting Bidder/Contractor

Failure or refusal to;
Accept Purchases Order / Services order terms;
Make supplies as per specifications agreed:
Fulfill contractual obligations as per contract
Non execution of work as per terms & condition of contract.
Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
Persistent and intentional violation of important conditions of contract.
Non-adherence to quality specifications despite being importunately pointed out.
Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Bacha Khan Medical Complex-MTI Swabi.

Procedure for Blacklisting and debarment

Competent authority of Bacha Khan Medical Complex MTI Swabi may on information, or on its own motion, issue show cause notice to the bidder.
The show-cause notice shall contain the statement of allegation against the Bidder.
The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
The competent authority shall decide the matter within thirty days from the initiation of proceedings.

The order of competent authority shall be communicated to the bidder by indicating reasons.
The order past as above shall be duly conveyed to the PKPRA and defaulting bidder within three days of passing order.
The duration of debarment may vary up to five years depending upon the nature of violation.

REDRESSING OF GRIEVANCES

The purchaser shall designate and notify a grievance redressal officer empowered to address the complaints of bidders have been filed against the procuring entity.

Any bidder feeling aggrieved by act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.

The grievance redressal Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchase officer within the prescribed period.

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

Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

Section VI. Sample Forms
MANDATORY STANDARD FORMS

BID FORM 1:	BID COVER SHEET
BID FORM 2:	LETTER OF INTENTION BID
BID FORM 3:	AFFIDAVIT
BID FORM 4:	PRICE SCHEDULE FORMAT FOR FINANCIAL BID (To be submitted in separate sealed envelope)
BID FORM 5:	INTEGRALITY PACT

BID FORM-1**BID COVER SHEET****Mandatory General Information of Applicant Firm**

NOTE: Complete filling of this form along with the provision of all requisite information is mandatory. Missing or not providing any of the requisite information may lead to disqualification of the bidder/s from the bidding competition without any correspondence. Any appeal from bidder/s, for whatsoever reasons, shall not be entertained in such a case.

S. No.	Name of the Bidding Firm:	
1.	Please indicate whether the firm is: Manufacturer / Importer/ Authorized Distributor For Medicines & Surgical Disposable Items BKMC-MTI formulary items offered for this bidding competition.	
2.	Please indicate out of the following category/ices, under which the Firm is applying for bidding: Medicines & Surgical Disposable Items Non-drug items	
3.	Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all working landline, mobile phone numbers and valid email address of the following: Owner/Proprietor of the Firm; and Managing Director / CEO of the Firm; and Focal person officially made responsible and authorized by the Firm for day-to-day official correspondence/communication with the procuring entity / purchasing entity related in relation to this bidding competition. Note: In case of winning this bidding competition the Focal person of the successful bidder shall be responsible for communication with procuring / purchasing entity/ices regarding supply related issues and his valid contact No. and address may be given in final approved rate list of Govt. BKMC-MTI for facilitation of procuring / purchasing entity/ices. Please provide clear, legible and visible attested photocopies of all the valid requisite items mentioned items)	
4.	Please provide the following valid information regarding applicant Firm: Complete street address of the: Head Office Main warehouse; and Valid & working official Landline Phone and Fax Numbers; and Valid Mobile phone number/s of the Focal Person registered which should be registered his/her CNIC No. and name; and Valid and functional Email address; and Official Website address/es.	
5.	i. Please provide, in original, the bids security instrument amounting to Rupees 200,000/- along with the Financial Proposal in the sealed envelope in the form of valid Call Deposit Receipt (CDR) in the name of Hospital Director, Bacha Khan Medical Complex, Medical Teaching Institute Khyber Pakhtunkhwa, Shahmansoor Swabi. Important Note: Please also provide an attested photocopy of the same bid's security document in the sealed envelope of technical Proposal.	

6.	<p>Please provide attested copies of the following Tax related valid documents: National Tax Number (NTN) of the Firm for Income Tax, and Last year Income Tax Return of the Firm; and Sale Tax Registration Certificate of the Firm; and Certificate of Professional Tax of the Firm. Should be on Active Tax payer list in FBR, Pakistan</p>
7.	<p>In case of being a Manufacturer, the Firm should provide attested copies of the following documents also: Valid Drugs Manufacturing License issued by the Drugs Regulatory Authority of Pakistan (DRAP); and Valid Product Registration Certificate issued by the DRAP for the item/s quoted by the Firm for this bidding competition Valid cGMP certificate issued by DRAP (if firm applied for cGMP, copy of valid receipt of apply should suffice) List of the quoted item/s In case of medical devices/NDI's, valid DRAP registration is mandatory (if applied, copy of valid receipt of apply should suffice)</p>
8.	<p>In case of being Importers, the Firm should provide attested copies of the following documents also: Valid Drugs Sales License for the importer; and Valid Product Registration Certificate issued by the DRAP for the imported item/s quoted by the Firm for this bidding competition, if required or where exemption is granted by law (DRAP) is to be verified and Valid Agency Agreement with the Foreign Principal Manufacturer entity/ices; and Valid cGMP/EC/Quality control/Quality assurance Certificate of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s). Non provision of this document shall lead to disqualification of the firm; and List of the quoted items. In case of medical devices/NDI's, valid DRAP registration is mandatory (if applied, copy of valid receipt of apply should suffice)</p>
9.	<p>The bidding Firm shall also provide an Affidavit on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) for the following undertaking: I / We have carefully read the whole set of Standard Bidding Documents for this bidding competition and that I / We have fully understood and agree to all the provisions (including, but not limited to, those provided under ITB 29.1 of the Bid Data Sheet), terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and I / We fully understand and agree that the bidding competition for which I / We have applied to enter in, shall be based on merit-based scoring system for the evaluation of technical bids which has inverse relationship with the rates quoted by the bidders in their financial bids submitted; and that in this situation, the lowest financial bid/s may or may not win the bidding competition; and I / We guarantee that the quoted medical devices, surgical disposables and non-drug items are, and shall be, freely available in the market of Pakistan; and particularly in the market of Khyber Pakhtunkhwa Province; and</p>
	<p>I / We shall provide to the inspection team/s of expert/s authorized for the purpose by the Bacha Khan Medical Complex (MTI) Shahmansoor Swabi, Khyber Pakhtunkhwa; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities / unit, storage and warehousing facilities as well as any other area relevant, as deemed appropriate by the above-mentioned team for their purpose of visit/s. In case any documents submitted in relation to this bidding competition or any undertaking given by the Firm, if found incorrect or false or misleading or diverting the decision making for the competition, shall be liable to be proceeded for blacklisting for any business with / by Bacha Khan Medical Complex-Medical Teaching Institution, confiscation of bids security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken in concert with the DRAP or any other body / entity of the Federal Government; and I / We have fully understood that the medical devices and items in the categories of cotton, bandages, adhesive tapes, etc. including other non-drug items shall be evaluated / examined by expert/s nominated by the competent authority of BKMC-MTI, Swabi at its sole discretion; and that the Firm shall fully agree and abide by the decision/opinion, whatsoever, of the said expert/s regarding the selection, or otherwise, of the quoted item/s for purchase / rate contracting. I / We also undertake that submission of any false/bogus/fake/forged/ fabricated/tampered document shall lead to disqualification of our firm from this bidding competition as well as to other lawful action/s to be taken by the concerned authorities. I / We have fully understood that no such documents shall be entertained by the Procuring entity / purchasing entity, which is issued after due date of Bid opening. That I have attached the requisite Bid security / CDR in the financial Bid. I / We also undertake that in case of drug recall from official sources shall be responsible for removal of supply from BKMC-MTI & Allied THQ Hospitals & Shall not dispense supply.</p>

	Incase of taking an action contravening to any provision/s of the applicable laws and rules, the supplier shall render himself to such lawful an as deemed appropriate.
10.	<p>I certify and affirm that I have attached /provided all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive.</p> <p>Signatures: _____ Name: _____ CNIC No _____ Designation _____ Address _____</p>

Bid Form 2

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: {Add name, e.g., Supply of Dugs and Medicines, etc.}

*To: [Name **and** address of procuring entity / purchasing entity]*

Dear Sir/Madam

Having examined the bidding documents, including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the financial bids are provided at the lowest minimum price in case of registered drugs/medicines and in case of non-drugs items (NDI), the prices are not more than the market rates.

We undertake, if our bid is accepted, to deliver the Goods in accordance with terms and condition of contract agreement.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

Bid Form-3

AFFIDAVIT (on Judicial Stamp Paper)

I/We, the undersigned [**Name of the Supplier**] hereby solemnly declare in Oath that and undertake that:

I / We, the undersigned, have read the contents of the Bidding Document and have fully understood it.

The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.

The Goods that I / We, the undersigned, propose to supply under this contract are eligible goods within the meaning of this SBD.

The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.

The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.

The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.

The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.

That undersigned has not employed any child labor in the organization/unit.

We understand that the Procuring entity / purchasing entity or any of its committees are not bound to accept the lowest or any other bid they may receive.

I / We affirm that the contents of this affidavit are correct to the best of my/our knowledge and belief.

Signatures with stamp Name: _____ Designation: _____ CNIC No. _____

For Messrs. [**Name of Supplier**]

Bid Form-4

Note: This form is to be submitted in a separate sealed envelope to be kept within the main sealed envelope of the bid.

Price Schedule format for Financial Bid of BKMC-MTI, Swabi for the year 2023-24

Medicines & Surgical Disposable items, the unit price of each item shall be quoted and submitted in the following format:

S. No.	Serial No. of quoted item in the BKMC-MTI list in SBD 2023-24	Generic Name with sizes/measurement's of quoted item	Trade Name of quoted item	Rate Offered per unit in Pak. Rupees (Rs)
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Bid Form-5

INTEGRITY PACT (on Judicial Stamp Paper)

Declaration of Fees, Commission and Brokerage Etc. Payable by Suppliers of Medicines & Surgical Disposable Items for Govt: BKMC-MTI, Swabi 2023-24

In response to advertisement related to the bidding process / competition regarding purchase and supply of Medicines Surgical disposable items for 2023-24 for the BKMC-MTI, Swabi, Mr. /Ms.

_____ s/o, d/o _____ bearing CNIC No. _____, and having the Designation of _____ in Messrs (M/S) [*Name of Supplier*] do hereby solemnly affirm, declare and certify on behalf of M/S [*Name of Supplier*] that:

[*Name of Supplier*] has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from BKMC-MTI or any administrative subdivision or agency thereof or any other entity owned or controlled by BKMC-MTI through any corrupt business practice; and

That 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 BKMC-MTI, except that which has been expressly declared pursuant hereto; and

That [*Name of Supplier*] has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with BKMC-MTI, Swabi and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty; and

That [*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 BKMC-MTI, Swabi under any law, contract or other instrument, be voidable at the option of BKMC-MTI Swabi; and

That notwithstanding any rights and remedies exercised by BKMC-MTI in this regard, [*Name of Supplier*] agrees to indemnify BKMC-MTI, Swabi for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to BKMC-MTI Swabi 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 BKMC-MTI, Swabi.

Signatures with stamp Name: _____ Designation: _____ CNIC No. _____

For Messrs. [*Name of Supplier*]

Witness No. 1

Witness No. 2

(Signatures, name, father's name, CNIC & address of each Witness)

WITNESS NO. 2

Signature: Name:

Father's Name:

Address:

CNIC No.