

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA - I

(To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods)

1. NAME OF THE ORGANIZATION/DEPTT.		STATE BANK OF PAKISTAN (SBP BANKING SERVICES CORPORATION)	
2. FEDERAL / PROVINCIAL GOVT.		FEDERAL GOVERNMENT	
3. TITLE OF CONTRACT			
Procurement of In-House Pharmacy Services for SBP-Banking Services Corporation.			
4. TENDER NUMBER			
ITB No. GSD/MSD/ 69986 /2022			
5. BRIEF DESCRIPTION OF CONTRACT			
Procurement of pharmacy services for sourcing, managing and dispensation of medicines.			
6. TENDER VALUE (ESTIMATED)		Rate Based	
7. ENGINEER'S ESTIMATE (FOR CIVIL WORKS ONLY)		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA	
8. ESTIMATED COMPLETION PERIOD		90 Days	
9. WHETHER THE PROCUREMENT WAS INCLUDED IN THE ANNUAL PROCUREMENT PLAN??		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10. ADVERTISEMENT			
(a) PPRA WEBSITE	TS496865E	30-11-2022	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	(b) NEWSPAPERS ENGLISH: The News URDU: Nawaiwaqt	01-12-2022	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11. TENDER OPENED ON (DATE & TIME)		22-12-2022/11:30 AM	
12. NATURE OF PURCHASE		<input checked="" type="checkbox"/> Local/National <input type="checkbox"/> International	
13. EXTENSION IN DUE DATE (IF ANY)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
14. NUMBER OF TENDER DOCUMENTS SHARED (ATTACH LIST)		Six (06) (List Enclosed)	
15. WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/ TENDER DOCUMENTS (IF YES, ENCLOSE A COPY)?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Copy Enclosed)	
16. WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (IF YES, ENCLOSE A COPY)?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

1. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	Three (03)
2. NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s Aga Khan Hospital and Medical College Foundation, Stadium Road, P.O Box 3500 <u>Karachi</u> Tel# +92 21 3493 0051 Email: masood.haider@aku.edu
3. RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT	First Evaluated Bid
4. NEED ANALYSIS (WHY WAS THE PROCUREMENT NECESSARY?)	OPERATIONAL & BUSINESS REQUIREMENT
5. IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (BRIEFLY DESCRIBE)	<input checked="" type="checkbox"/> NA
6. WHETHER NAMES OF THE BIDDERS AND THEIR PRICES READ OUT AT THE TIME OF OPENING OF BIDS?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. DATE OF CONTRACT SIGNING (ATTACH COPY OF THE CONTRACT)	21-03-2023 (Copy Enclosed)
8. CONTRACT AWARD PRICE	RATE-BASED
9. WHETHER A COPY OF THE EVALUATION REPORT WAS GIVEN TO ALL BIDDERS (ATTACH COPY OF THE BID EVALUATION REPORT)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Copy Enclosed)
10. ANY COMPLAINTS RECEIVED (IF YES RESULT THEREOF)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS (IF YES, GIVE DETAILS)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12. DEVIATION FROM QUALIFICATION CRITERIA (IF YES, GIVE DETAILS)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
13. SPECIAL CONDITIONS, IF ANY (GIVE BRIEF DESCRIPTION)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Annexures

1. List of Prospective Bidders who Obtained the Bidding Documents from the Procuring Agency
2. Qualification Criteria
3. Evaluation Criteria
4. Contract
5. PPRA Final Evaluation Report

List of Prospective Bidders

#	Prospective Bidder Name
1	Aga Khan Hospital and Medical College Foundation
2	Shifa International Hospital Ltd.
3	Taj Medicos
4	Askari Pharmacy
5	MedznMore/Tabiyat.pk
6	Shaheen Pharmacy

D. BID OPENING AND EVALUATION	
18. Clarification of Bids	18.1. During the bid evaluation, the Bank 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 price/discount (except under Clause 24 of ITB) or substance of the bid shall be sought, offered, or permitted.
19. Preliminary Examination	<p>19.1. The Bank will examine the bids to determine whether;</p> <ul style="list-style-type: none"> a) they are complete, b) bid validity is provided accordingly, c) required bid security/bid securing declaration has been furnished, d) the documents have been properly signed, e) the bids are generally in order; f) Bidder has provided all forms of Technical Proposal (Section III) g) Sealed Financial Proposal (Section IV) <p>19.2. Bidders must submit bids for COMPLETE REQUIREMENTS; partial and incomplete bids will be rejected.</p> <p>19.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.</p> <p>19.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>19.5. Bids submitted late will also be rejected.</p>
20. Correction of Errors	<p>20.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. The Bank will rectify arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> a) If there is a discrepancy between the percentage discount offered in figures and words, the percentage figure in words will prevail. <p>20.2. The discount stated in the Bid will be adjusted by the Bank as per the above procedure for correcting errors and, with the concurrence of the Bidder, shall be considered binding upon the Bidder. If the Bidder does not accept the arithmetical corrections, the Bid will be rejected, and the Bid Security may be forfeited.</p>
21. Evaluation and Comparison of Bids	<p>21.1. The Technical Proposals of the only qualified bidders, after preliminary examination under ITB Clause 23, shall be evaluated in detail.</p> <p>21.2. The submitted Technical Proposal and other Commercial/ Financial Requirements of the bidding documents will be evaluated on its compliance basis.</p> <p>21.3. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted.</p>

D. BID OPENING AND EVALUATION	
	21.4. If the discount offered by two or more bidders is same, the contract will be awarded based on more years of pharmacy related services experience.
22. Contacting the Bank	22.1. No Bidder shall contact the Bank on any matter relating to its bid from the time of the bid opening till the award of the contract subject to ITB Clause 21 . If any Bidder wishes to bring additional information to the notice of the Bank, it should do so in writing at the address given in BDS .

E. AWARD OF CONTRACT	
23. Award Criteria	23.1. The contract will be awarded to the Bidder whose bid has been found Technically & Financially compliant and emerged as the Most Advantageous—provided further that the Bidder is determined to perform the contract satisfactorily.
24. Bank's Right to Reject all the Bids	24.1. The Bank reserves the right to annul the bidding process and reject all bids at any time before the award of the contract under Rule 33 of PPR-2004 ,
25. Bank's Right to Vary Scope of Services at Time of Award	25.1. The bank reserves the right at the time of contract award to increase or decrease in the scope of services without any change in offered discount or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004.
26. Notification of Award and Signing of Contract	<p>26.1. Before the expiration of the initial/extended bid validity period, the Bank will notify the Most Advantageous Bidder in writing, to be confirmed in writing by registered letter/email, that its bid has been accepted.</p> <p>26.2. The Notification of the Award will constitute the formation of the Contract.</p> <p>26.3. According to ITB Clause 32, the Bank will discharge the bid security upon the Most Advantageous Bidder's furnishing of the Performance Guarantee.</p> <p>26.4. Within twenty-one (21) days of receipt of the Contract Form, the Most Advantageous Bidder shall sign and date the contract and return it to the Bank. The Most Advantageous bidder shall sign the Contract on stamp paper after paying stamp duty as per the applicable Stamp Act.</p>
27. Disqualification Prior to Contract Signing	27.1. If all bids are proposed to be rejected, the conditions required in Rule 33 of PPR-2004 should be met. However, after issuance of Notification of Award and before entry into force of the procurement contract, if a Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any reason that has led to the disqualification of a bidder or if the conditions of his qualification are invalid, the next Most Advantageous bid will be considered as responsive provided accepting this bid does not conflict with Rule 2 (1)(I) .

E. AWARD OF CONTRACT	
	27.2. For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard should be provided to the bidder with the Most Advantageous bid, and prior approval of the competent authority of the Bank must also be obtained.
28. Performance Guarantee	<p>28.1. Within thirty (30) days or any other period specified in BDS of the receipt of notification of award from the Bank, the Most Advantageous Bidder shall furnish the performance guarantee for an amount as specified in BDS as per the Performance Guarantee Form provided in the bidding documents.</p> <p>28.2. Failure of the Most Advantageous Bidder to comply with the requirements of ITB Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and award of contract to the next Most Advantageous bidder.</p> <p>28.3. The Performance guarantee may be forfeited if a Bidder:</p> <ol style="list-style-type: none"> i. fails to fulfill the contractual and legal obligations; ii. fails to agree with the decision made by the Bank as a result of arbitration; or iii. Violates any law(s) during the execution of the contract iv. fails to start the execution of services or stop providing services without prior approval of the Bank.
29. Advance Payment and Security	29.1. The Bank will provide an Advance Payment on the Contract if stipulated in SCC.
30. Grievances Redressal	30.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his/her grievances to the Grievance Redressal Committee (GRC), as per Rule 48 of PPR-2004 . The details of GRC are given on the PPRA website: www.ppra.org.pk .
31. Code of Conduct	<p>31.1. The Bank's policy requires that the bidder observe the highest standard of ethics during the procurement and execution of the such contract. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004, which defines:</p> <p>“Corrupt And Fraudulent Practices” in respect of the procurement process shall be either one or any combination of the practices including-</p> <ol style="list-style-type: none"> i. “Coercive Practices” mean any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; ii. “Collusive Practices” mean any arrangement between two or more parties to the procurement process designed to stifle open competition for any

E. AWARD OF CONTRACT

wrongful gain and to establish prices at artificial, non-competitive levels;

iii. **“Corrupt Practices”** mean the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

iv. **“Fraudulent Practices”** mean any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party to obtain a financial or other benefit or to avoid an obligation; and

v. **“Obstructive Practices”** mean harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”

31.2. Under **Rule 19 of PPR-2004**, the Bank can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to Public Procurement Regulatory Authority (PPRA).

31.3. Under **Rule 19 of PPR-2004**, the following mechanism and manner for permanently or temporarily barring from participating in their respective procurement proceedings will be followed as per the guidance of Bank management:

Nature of Offense/ Fault	Means of Verification	Action By the Committee
Corrupt and Fraudulent Practices	<p>Results of Bid/Proposal analysis resulting in substantive evidence of collusion,</p> <p>Actual instance verifiable as per laws of the land and applicable Rule and Regulations of SBP Banking Services Corporation</p> <p>Cross-verification of documentary undertaking submitted by Service Provider</p>	Blacklisted and cross-debarred for a period of up to 10 years
Performance Deficiencies	Documented evidence in the form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by the Service Provider.	Blacklisted and cross-debarred for a period of up to 03 years

E. AWARD OF CONTRACT

Bidder failed to abide by Bid Form / Bid Securing Declaration.	Failed to abide by Bid Form / Bid Securing Declaration	Blacklisted and cross-debarred for a period of up to 06 months
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However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the bidder who is to be barred and blacklisted.

31.4. The receipt for any money paid by the bidders will not be considered as an acknowledgment of payment to the bidder unless such receipt is signed by a duly authorized officer of the Bank, and the bidder shall be solely responsible for seeing that a proper receipt is provided.

31.5. Under **Rule 7 of PPR 2004**, the bidder undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto in **Section VI (Appendix I)** for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank.

31.6. Bank's policy requires that the selected bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the Bank's interests paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the Bank's best interest or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the bidder's disqualification and contract termination arising out of this procurement.

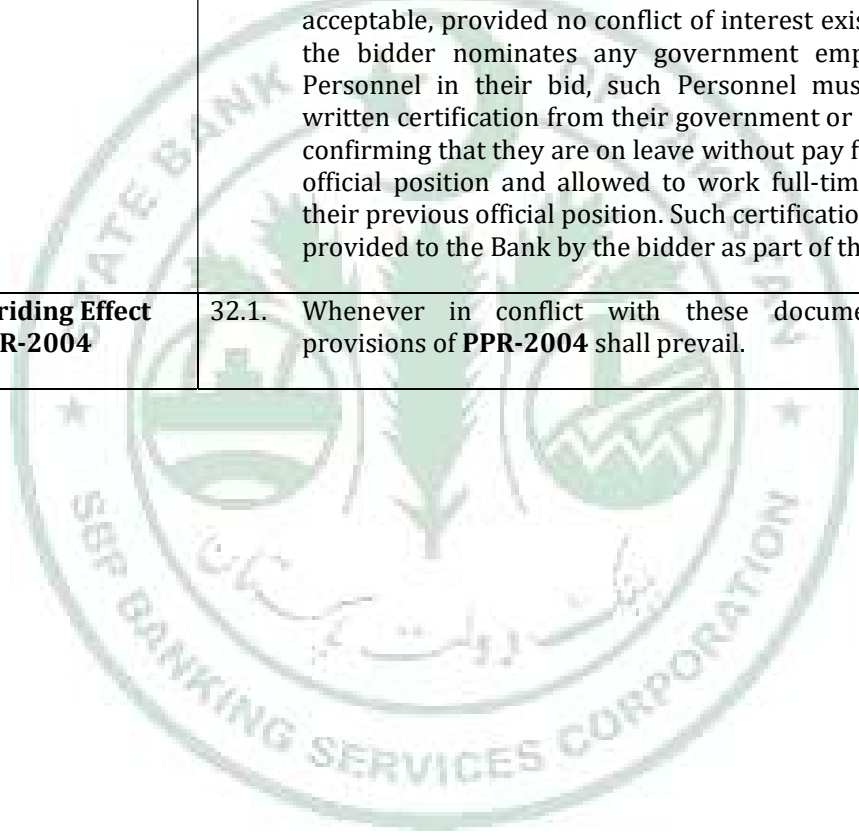
31.7. Without limitation on the generality of the foregoing, bidders and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

i. A bidder that the Bank has already engaged for providing goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client.

E. AWARD OF CONTRACT

	<p>iii. A bidder (including its Personnel) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of;</p> <ul style="list-style-type: none">a) the preparation of the specifications of the goods,b) the selection process for such assignment, orc) Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank <p>31.8. Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable, provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have a written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside their previous official position. Such certification shall be provided to the Bank by the bidder as part of the bid.</p>
<p>32. Overriding Effect of PPR-2004</p>	<p>32.1. Whenever in conflict with these documents, the provisions of PPR-2004 shall prevail.</p>



Section I: Invitation To Bid (ITB)



SBP Banking Services Corporation

INVITATION TO BID (ITB)

ITB No. GSD/MSD/69986/2022

SBP Banking Services Corporation (SBP BSC) intends to procure in-house pharmacy services for its country-wide offices as mentioned below:

Offices		
1. Karachi- I.I. Chundrigar Road	7. Lahore	13. Islamabad
2. Karachi- North Nazimabad	8. Faisalabad	14. Rawalpindi
3. Karachi- Bolton Market Office	9. Sialkot	15. Muzaffarabad
4. Quetta	10. Gujranwala	16. Peshawar
5. Sukkur	11. Multan	17. D I Khan
6. Hyderabad	12. Bahawalpur	

Sealed bids are invited from all eligible Bidders that meet the following eligibility criteria:

- *The Bidder must have valid Drug Sale License issued by relevant Government/Government Authorized Authorities;*
- *The bidder must have at least five (05) years of experience in providing pharmacy services;*
- *Bidder must have Annual Sales Volume/Gross Turnover of at least Rs 01 Billion (Rupees One billion rupees in any of last 03 (three) years);*
- *The Bidder must be registered with Income Tax and appear on the Active Taxpayer List of FBR;*
- *The Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization;*
- *The bidder must not be on the sanctioned list of NACTA (National Counter Terrorism Authority).*

Eligible Bidders are required to submit bid for all office locations and complete requirements. Evaluation of bids and Award of Contract will be done as a single package for all the office locations. The bid must be accompanied by Bid Security amounting to Rs. 500,000/- (Rupees Five hundred thousand only) in the form of a pay order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank;

Bidding Documents containing detailed descriptions of services and other terms & conditions may be obtained free of cost upon submission of an email request at medical.gsd@sbp.org.pk or can be downloaded from. www.sbp.org.pk

The bids prepared in accordance with the instructions provided in the Bidding documents must be delivered in a hard copy and submitted (in person or by post) on or before **December 20th, 2022, at 11:00 AM**, which shall be opened on the same day at **11:30 AM** at Learning Resource Centre, State Bank of Pakistan, I.I. Chundrigar Road, Karachi, Pakistan in the presence of representatives of firms who may choose to be present. This advertisement is also available on websites: www.sbp.org.pk & www.ppra.org.pk

Senior Joint Director

Medical Services Division (MSD), General Services Department 2nd Floor, BSC House, State Bank of Pakistan I.I Chundrigar Road, Karachi Tel: 021-3311-5278
Email: medical.gsd@sbp.org.pk

EVALUATION REPORT
(As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency: State Bank of Pakistan SBP BSC
2. Method of Procurement: Single Stage Two Envelope – Rule 36 (b)
3. Title of Procurement: “Procurement of In-House Pharmacy Services for SBP-Banking Services Corporation”
4. Tender Inquiry No.: ITB No: GSD/MSD/ 69986 /2022
5. PPRA Ref. No. (TSE): TS496865E
6. Date & Time of Bid Closing: 20-12-2022 – 11:00AM
7. Date & Time of Bid Opening: 20-12-2022 – 11:30AM
8. No of Bids Received: 03 (Three)
9. Criteria for Bid Evaluation: Compliance Based
10. Details of Bid(s) Evaluation: *Standard Bidding Documents

#	Bidder	Minimum Eligibility / Qualification	Technical Compliance	Percentage Discount Offered on MRP*	Rule/ Regulation/SBD*/ Policy/ Basis For Rejection/ Acceptance As Per Rule-35 Of PP-Rules 2004
1	M/s The Aga Khan University Hospital and Medical College Foundation	Eligible	Compliant	13.1%	Responsive and most advantageous bid as per Rule 2(h) of PPR-2004
2	M/s Shifa International Hospital Ltd.	Eligible	Compliant	12.05%	Responsive
3	M/s Taj Medicos	Not Eligible	-	-	Non-compliance with Clause No.3 of Minimum Eligibility Requirement.

Note: A bidder who has offered maximum percentage of discount on MRP is considered as Most Advantageous.

Procurement of In-House Pharmacy Services for SBP Banking Services Corporation

Recommended Bidder to Award the Contract M/s The Aga Khan University Hospital and Medical College Foundation

Percentage Discount on MRP 13.1%

Percentage Discount on MRP in words Thirteen point one percent only

*MRP (Maximum Retail Price)

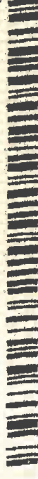
11. Any other additional / supporting information, the procuring agency may like to share.

Signature:

Official Stamp:



AA033755



(RUPEES ONE HUNDRED ONLY)

01 MAR 2023

452691

FORM OF CONTRACT

THIS CONTRACT is made on the 21st day of the month of March, 2023, by and between SBP Banking Services Corporation (SBP BSC) having its principal place of business at I. I. Chundrigar Road, Karachi, (Hereinafter referred to as "The Bank" which expression shall, wherever the context so permits, include its successors in interest and assigns) through Sajjad Ak Sbat who is duly authorized on behalf of the First Part

AND

Aga Khan Hospital and Medical College Foundation incorporated/registered under the company laws in Pakistan, having its principal office at Stadium Road, P.O.Box 3500, Karachi 74800. (Hereinafter called "Service Provider" of the one part. which expression shall, wherever the context so permits, include its successors in interest and assigns) through Ms. Shagufta S. Hassan, who is duly authorized on behalf of the other Part

(THE BANK and THE SERVICE PROVIDER are hereinafter collectively referred to as the "Parties" and individually as a "Party").

WHEREAS,

- a) the Bank has requested the Service Provider to provide certain Services as defined in Appendix A to this Contract (hereinafter called the "Services");
- b) The Service Provider, having represented to the Bank that they have the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions outlined in this Contract at the service charges mentioned in Appendix E, titled breakdown of the contract price;

NOW, THEREFORE, the parties hereto hereby agree as follows:



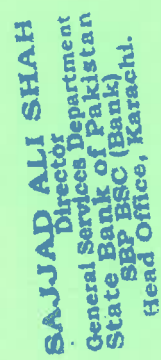





1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract (GCC);
 - b) The Special Conditions of Contract (SCC);
 - c) The following Appendices:
 - i. Appendix A – Description of the Services
 - ii. Appendix B – Services and Facilities Provided by the Bank
 - iii. Appendix C – Focal Persons



- iv. Appendix D – Schedule of Payments
- v. Appendix E – Service Provider’s Financial Proposal
- vi. Appendix F – Notification of Award
- vii. Appendix G – Letter of Acceptance
- viii. Appendix H – Performance Guarantee
- ix. Appendix I – Integrity Pact

2. The mutual rights and obligations of the Bank and the Service Provider shall be as outlined in the Contract, in particular:
3. The Service Provider shall carry out the Services only through its regular / contracted employees, hereinafter referred to as ‘The Service Provider’s employee (s)’ in accordance with the provisions of the Contract; and
4. The Bank shall make payments to the Service Provider in accordance with the Contract’s provisions after deducting all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, that the service provider would be liable to during the performance of the contract.
5. Subject to the issuance of commencement notice by the Bank, the term of the contract shall be three years, or any other period as may be subsequently agreed by the parties in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the SBP Banking Services Corporation (SBP BSC)	For and on behalf of the Aga Khan Hospital and Medical College Foundation
<p><i>Authorized Representative</i> Mr. Sajjad Ali Shah Director General Services Department SBP Banking Services Corporation</p> 	<p><i>Authorized Representative</i> Ms. Shagufta S. Hassan Vice President Finance & CFO</p> 
	
Witness 1	Witness 1
<p>Name: <u>IMTIAZ ALI</u></p> <p>CNIC# <u>61101-2055066-9</u></p> <p>Signature: </p>	<p>Name: <u>Murad Wazir Ali</u></p> <p>CNIC# <u>42201-2415807-9</u></p> <p>Signature: </p>
Witness 2	Witness 2
<p>Name: <u>Sanaat Ali Suah</u></p> <p>CNIC# <u>71402-6575529-7</u></p> <p>Signature: </p>	<p>Name: <u>Hassan Habib Somani</u></p> <p>CNIC# <u>421013075959-9</u></p> <p>Signature: </p>

GENERAL CONDITIONS OF CONTRACT (GCC)

A. GENERAL PROVISIONS	
1. Definitions	<p>1.1. Unless the context otherwise requires, the following terms, whenever used in this Contract, have the following meanings:</p> <p>a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</p> <p>b) "Bank" means <u>SBP Banking Services Corporation (SBP BSC)</u></p> <p>c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Bank</p> <p>d) "Contract" means the legally binding written agreement signed between the Bank and the Service Provider, which includes all the attachments and appendices thereto, and all documents incorporated by reference therein.</p> <p>e) "Day" means a calendar day.</p> <p>f) "GCC" means these General Conditions of the Contract;</p> <p>g) "Government" means the Government of the Islamic Republic of Pakistan ;</p> <p>h) "Party" means the Bank or the Service Provider, as the case may be, and "Parties" means both of them;</p> <p>i) "Performance Specifications" means the specifications of the services included in the bidding documents submitted by the Service Provider to the Bank.</p> <p>j) "Pharmacy Services" means the work to be performed by the Service Provider under this Contract, as described in Appendix A.</p> <p>k) "SCC" means the Special Conditions of the Contract by which the GCC may be amended or supplemented;</p> <p>l) "Service Provider's Bid" means the complete Bidding Documents submitted by the Service Provider to the Bank</p> <p>m) "Service Provider" means <u>Aga Khan Hospital and Medical College Foundation</u></p> <p>n) "Sub Service Provider" means an entity to whom the Service provider intends to subcontract any part of the Services while remaining responsible to the Bank during the performance of the Contract.</p>
2. Applicable Law	<p>2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.</p>
3. Language	<p>3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract</p>
4. Notices	<p>4.1. Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.</p>
5. Location	<p>5.1. The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations in Pakistan as the Bank may approve.</p>



A. GENERAL PROVISIONS	
6. Authorized Representatives	6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Bank or the Service Provider may be taken or executed by the officials specified in the SCC.
7. Inspection and Audit by the Bank	7.1. The Service Provider shall, upon reasonable notice by the Bank, allow the Bank's Management and its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Bank if so required by the Bank.
8. Taxes, Duties and other Applicable Laws	8.1. The Service Provider shall pay its own and its employees' taxes. The Bank is authorized to withhold any applicable tax from payment to the Service Provider and deposit the same into the Governmental Treasury; in the event Service Provider is exempt from such withholding, it shall provide relevant information or valid documentation to that effect. The Service Provider shall also ensure compliance with local laws and applicable regulations. 8.2. Any additional tax, levies, duties, or modifications in the existing tax rates and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.
9. Relationship of Parties	9.1. Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee, or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all, specifically provided herein.

B. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT	
10. Effectiveness of Contract	10.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Bank's notice to the Service Provider instructing the Service Provider to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
11. Commencement of Services	11.1. The Service Provider shall start carrying out the Services at all locations of the Bank within sixty (60) days after the Contract becomes effective or at such other date as may be specified in the SCC.
12. Intended Completion Date	12.1. Unless terminated earlier under Clause 15, the Service Provider shall complete the activities by the Intended Completion date, as specified in the SCC. In this case, the Completion Date will be the completion date of all activities. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.11.
13. Modification	13.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.
14. Force Majeure	14.1. <u>Definition</u> For this Contract, "Force Majeure" means an unforeseeable event beyond a Party's reasonable control, which makes a Party's performance of its obligations under the Contract impossible or as to be considered impossible under the circumstances. The Party affected by Force Majeure shall, on the occurrence of such event leading to Force Majeure, immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists, the affected Party may terminate this



B. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

contract as per clause 15 of the Contract because of Force Majeure.

14.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under this Contract, insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;

- a) has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and
- b) has informed the other Party as soon as possible about the occurrence of such an event.

14.3. Extension of Time

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

15. Termination

15.1. By the Bank

The Bank may terminate this Contract by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 15.1 and sixty (60) days in the case of the event referred to in (g):

- a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract within thirty (30) days after being notified or within any further period as the Bank may have subsequently approved in writing;
- b) if the Service Provider becomes insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or
- d) if the Service Provider/s, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) if the Service Provider does not maintain a Performance Guarantee under Clause 27.1
- f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid under Sub-Clause 26.1 and the SCC.;
- g) if the Bank, in its sole discretion, decides to terminate this Contract.

15.2. By the Service Provider

The Service Provider may terminate this Contract by not less than ninety (90) days with written notice to the bank.

15.3. Payment upon Termination

Upon termination of this Contract under Clauses 15.1 or 15.2, the Bank shall make the following payments to the Service Provider:



B. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

- a) Payment of services under Clause 33 & 34 for Services satisfactorily performed by the Service Provider before the effective date of termination;
- b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of Clause 15.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract

C. OBLIGATIONS OF THE SERVICE PROVIDER

16. General
16.1. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or the Services and shall at all times support and safeguard the Bank's legitimate interests in any dealings with Sub Service providers or third parties.

16.2. The Service Provider will ensure continuity of services without interruption as per requirement.

16.3. In the course of the performance of the services, the Service Provider shall comply with all requirements of the Bank.

i. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Bank.

16.4. The Service Provider shall promptly notify the Bank of any matter coming to their knowledge that could have a material effect on the business or affairs of the Bank.

16.5. The Service Provider shall comply with any code of conduct provided to the Service Provider by the Bank from time to time and shall conduct themselves in a manner that is not prejudicial to the interest and business of the Bank.

17. Indemnity
17.1. The service provider agrees to indemnify the Bank and hold it harmless against all liabilities, including judgments and cost of litigation, for anything omitted by the service provider in executing this Contract.

18. Conflict of Interests
18.1. Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.

Payment against the services shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract and the discharge of their obligations under this Contract., The Service Provider shall ensure that its Employee(s) or their affiliates shall not receive any additional payment.

18.2. Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agrees that during the term of this Contract and after its termination, the Service Provider and its affiliates shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

18.3. Prohibition of Conflicting Activities



C. OBLIGATIONS OF THE SERVICE PROVIDER

Neither the Service Provider nor its affiliates shall engage, either directly or indirectly, in any of the following activities:

- i. During the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract,
- ii. during the term of this Contract, neither the Service Provider nor its affiliates shall employ regular or contractual employees of Bank in active duty or on any type of leave to perform any activity under this Contract,
- iii. after the termination of this Contract, such other activities as may be specified in the SCC.

19. Confidentiality

19.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the consultants or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.

19.2. The consultant shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Procuring Agency's prior written consent.

19.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Consultant, the Procuring Agency may reject its bid and/or terminate the contract.

20. Contractual Liability Insurance to be taken out by the Service Providers

20.1. The Service Provider may obtain Contractual Liability Insurance to cover all claims related to Negligence / Fraud under this contract, if any, committed by The Service Provider's employee(s) in the course of this contract with the Bank and shall indemnify and keep indemnified the Bank, at all times against any such loss, claim damage, and charge. However, the Service Provider shall be responsible for indemnifying the Bank within 45 days after receiving all the required supporting documents to support the, regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the Bank's claim within the aforesaid period shall authorize the Bank to deduct the claimed amount from the monthly Service Charges payable to The Service Provider. No claim amount will be paid if the Bank fails to provide the supporting documents to prove the incident.

20.2. At the Bank's request, the Service Provider shall provide evidence to the Bank showing that such insurance has been taken out and maintained and that the current premiums have been paid.

21. Service Providers' Actions Requiring Bank's Prior Approval

21.1. The Service Provider shall obtain the Bank's prior approval in writing before taking any of the following actions:

- i. entering into a subcontract for the performance of any part of the Services,
- ii. changing the schedule of activities;
- iii. any other action that may be specified in the SCC

22. Independent Service Provider Status

22.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Bank will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility.

22.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which



C. OBLIGATIONS OF THE SERVICE PROVIDER

	<p>each Service Provider employee (s) is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider.</p> <p>22.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the Bank merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Bank.</p>
<p>23. Compliance with all the Regulatory Requirements</p>	<p>23.1. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.</p> <p>23.2. The Service Provider will ensure that all the applicable regulatory requirements are fully met and indemnify against any claims regarding the above.</p> <p>23.3. The Service Provider shall take all practicable steps to ensure that all its resources comply with the Applicable Law.</p>
<p>24. Reporting Obligations</p>	<p>24.1. The Service Provider shall submit to the Bank the reports and documents specified in Appendix A as and when required by the Bank.</p>
<p>25. Documents Prepared by the Service Providers to Be the Property of the Bank</p>	<p>25.1. All reports and other documents and software submitted (if any) by the Service Provider under Clause 24.1 shall become and remain the property of the Bank. The Service Provider shall, upon request from the Bank during the execution of the Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the Bank, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if not specified in the SCC, shall be communicated during the execution of the Contract.</p>
<p>26. Liquidated Damages</p>	<p>26.1. <u>Payments of Liquidated Damages</u> The Service Provider shall pay liquidated damages to the Bank at the rate per day stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Bank may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p> <p>26.2. <u>Correction for Over-payment</u> If the Intended Completion Date is extended after liquidated damages have been paid, the Bank shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment.</p> <p>26.3. <u>Lack of performance penalty</u> If the Service Provider has not corrected a Defect within the time specified in the Bank's notice, the Service Provider will pay the penalty for Lack of performance. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 35.</p>
<p>27. Performance Guarantee</p>	<p>27.1. The Service Provider shall provide the Performance Guarantee to the Bank no later than the date specified in the acceptance letter. The Performance Guarantee shall be issued in an amount and form by a Commercial Bank acceptable to the Bank and denominated in the currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.</p> <p>27.2. The Performance Guarantee may be forfeited if a Bidder:</p>



[Handwritten signature]

C. OBLIGATIONS OF THE SERVICE PROVIDER	
	<ul style="list-style-type: none"> i. fails to fulfill all the contractual and legal obligations; ii. fails to agree with the decision made by the Bank as a result of arbitration; or iii. Violates any law(s) during the execution of the contract. iv. fails to start the execution of services or stop providing services without prior approval of the Bank.

D. SERVICE PROVIDER'S TEAM	
28. Description of Services to be performed by the Service Provider	28.1. The scope of services to be performed by the Service Provider is described in Appendix A.

E. OBLIGATIONS OF THE BANK	
29. Provide information about the code of conduct	29.1. The Bank shall provide the Service Provider with written information on the code of conduct and security procedures. The Bank shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.
30. Change in the Applicable Law	30.1. If, after the date of this Contract, there is any change in the Applicable Law concerning taxes or duties, which increases or decreases the cost of the Services rendered by the Service Provider, then the cost of services payable to the Service Provider under this Contract shall be adjusted accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 32, as the case may be.
31. Services and Facilities	31.1. The Bank shall make available the Services and Facilities listed under Appendix B to the Service Provider.

F. PAYMENTS TO THE SERVICE PROVIDER	
32. Contract Discount Rate	32.1. The contract discount rate is set forth in the SCC. 32.2. The Service Provider's discount rate shall be inclusive of all costs incurred by the Service Provider and all applicable taxes in carrying out the Pharmacy Services. Except, if the Parties have agreed to additional payments under Clauses 30.1.
33. Terms and Conditions of Payment	33.1. Payments will be made to the Service Provider according to the payment schedule stated in the SCC.

G. QUALITY CONTROL	
34. Performance Standards	34.1. The Service Provider will maintain applicable professional level of service standards.
35. Correction of Defects and Penalty for Lack of Performance	<p>35.1. The Bank shall notify the Service Provider of any failures or service deficiencies before the end of the Contract. The Deficiency liability period shall be extended for as long as the Deficiency remains to be corrected.</p> <p>35.2. Every time notice of a failure in performance arises, the Service Provider shall correct the notified failure in the performance within the length of time specified by the Bank's notice.</p> <p>35.3. If the Service Provider has not corrected a failure in the performance within the time specified in the Bank's notice, the Bank will assess the cost of having the failure corrected, the Service Provider will pay this amount, and a liquidated damages for Lack of Performance calculated as described in Clause 26.</p>



H. RESOLUTION OF DISPUTES

36.1. In case of a dispute arising between the Parties regarding the terms of contract or rights and obligations of the Parties under this Contract, if not resolved amicably, it shall be settled by arbitration under the Arbitration Act, 1940.

I. CORRUPT AND FRAUDULENT PRACTICES

37.1. The Bank requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in Rule 2(1)(f) of PPR 2004, which defines:

“corrupt and fraudulent practices” in respect of the procurement process shall be either one or any combination of the practices, including, -

- i. *“Coercive Practices” mean any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. *“Collusive Practices” mean any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain and to establish prices at artificial, non-competitive levels;*
- iii. *“Corrupt Practices” mean the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. *“Fraudulent Practices” mean any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party to obtain a financial or other benefit or to avoid an obligation; and*
- v. *“Obstructive Practices” mean harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process or affect the execution of a contract;”*

38.1. The Bank will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive and obstructive practices in competing for the contract in question;

38.2. The Bank will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a Bank’s contract if at any time it determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Bank’s contract; and

38.3. Under Rule 19 of PPR-2004, “The Bank can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

39.1. Under Rule 19 of PPR-2004, the following mechanism and manner for Blacklisting and cross-debarring from participating in their respective procurement proceedings will be followed as per the below mechanism:

Nature of Offense/ Fault	Means of Verification	Action By the Committee
Corrupt and Fraudulent Practices	Results of Bid/Proposal analysis resulting in	Blacklisted and cross-debarred



I. CORRUPT AND FRAUDULENT PRACTICES

	substantive evidence of collusion, Actual instance verifiable as per laws of the land and applicable Rule and Regulations of SBP Banking Services Corporation Cross-verification of documentary undertaking submitted by Service Provider	for a period of up to 10 years
Performance Deficiencies	Documented evidence in the form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by the Service Provider.	Blacklisted and cross-debarred for a period of up to 03 years
Bidder failed to abide by Bid Form / Bid Securing Declaration.	Failed to abide by Bid Form / Bid Securing Declaration	Blacklisted and cross-debarred for a period of up to 06 months

39.2. However, such barring action shall be undertaken only after Service Provider has been provided an adequate opportunity of being heard, who is to be barred and blacklisted.

39.3. The receipt for any money paid by the Service Provider will not be considered as an acknowledgment of payment to the service provider unless such receipt is signed by a duly authorized officer of the Bank and the service provider shall be solely responsible for seeing that a proper receipt is provided.

39.4. Under Rule 7 of PPR 2004, the service provider shall sign an Integrity pact in accordance with the prescribed format attached as Appendix I of the Contract.



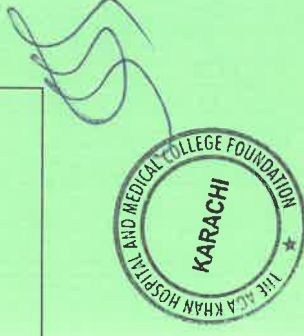
SPECIAL CONDITIONS OF CONTRACT

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.

GCC Clause Reference	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (b)	The Bank is SBP Banking Services Corporation (SBP BSC)
1.1 (m)	The Service Provider is Aga Khan Hospital and Medical College Foundation
1.1 (d)	The Title & Reference of the contract is; <i>Procurement of In-House Pharmacy Services for SBP Banking Services Corporation (SBP BSC)</i> <i>ITB No. GSD/MSD/69986/2022</i>
4.1	The addresses are: Bank: The Director General Services Department (GSD) 4 th Floor, BSC House, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: 021-3311-5371 Email: medical.gsd@sbp.org.pk Service Provider: Attention: Manager, Patient Business Services Department Address: The Aga Khan Hospital, Stadium Road, Karachi. Tel/Mob# 021-34869590 Email: pbsd.corporate@aku.edu
6.1	The Authorized Representatives are: For the Bank (Nominee of the Bank) Name: Mr. Sajjad Ali Shah Designation: Director GSD For the Service Provider (Nominee of the Service Provider) Name: Shagufta S. Hassan Designation: Vice President Finance & CFO
12.1	The duration of the contract will be three years from the date of signing of contract.
19.1	The Service provider, while rendering the required services, shall not release any information acquired from the Bank due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or otherwise. Moreover, all important and/or confidential documents provided by the Bank shall not be taken out of the Bank's premises.
24.1	The Service Provider shall submit complete reports & documents and all the deliverables as per the details mentioned in Appendix A .
26.1	Bank can impose liquidated damages for non-compliance with any requirement defined in Appendix A of the contract. Liquidated damages may be charged in the form of deductions @ 0.5%, from the monthly payable bills of the specific office where non-compliance to defined requirement has been reported along with documentary evidence. The decision of the Bank for the imposition of liquidated damages will be final and binding on the service provider .
27.1	A performance guarantee of Rs. 2.5 Million (Rupees two million and five hundred thousand only) in the form of a Pay Order or Bank Guarantee enforceable in Pakistan is to be submitted by the successful bidders.



GCC Clause Reference	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	In the case of Performance Guarantee in the form of Bank Guarantee, it must remain valid until 28 days beyond the contract's expiry date.
30.1	Discount Offered by the Service provider as stated in the Contract is not subject to any adjustment during the performance of the contract.
33.1	The discount offer is 13.1% on Maximum Retail Price of Medicines.
34.1	Payment will be made on a monthly basis to the service provider against the total quantity of medicines issued to employees, ex-employees, and their dependents of the Banks, subject to the submission of invoices and signed prescriptions/ reference slips issued by the authorized Medical Consultants of the Bank. The submitted bill(s) by the service provider will be verified by the Bank.



APPENDICES

- i. Appendix A – Description of the Services
- ii. Appendix B – Services and Facilities Provided by the Bank
- iii. Appendix C – Focal Persons
- iv. Appendix D – Schedule of Payments
- v. Appendix E – Service Provider's Financial Proposal/Bid
- vi. Appendix F – Notification of Award
- vii. Appendix G – Letter of Acceptance
- viii. Appendix H – Performance Guarantee
- ix. Appendix I – Integrity Pact



APPENDIX A – DESCRIPTION OF THE SERVICES

1. Introduction:

SBP Banking Services Corporation (SBP BSC) intends to procure pharmacy services at the given locations. The scope of services include sourcing of medicines, management of medicine inventory as per standard cold chain maintenance practices and dispensation of medicines against prescription issued by Bank's Doctors..

SBP BSC Office	Address
Head Office Karachi	SBP BSC, I.I. Chundrigar Road, Karachi
Bolton Market Karachi	SBP BSC, Bolton Market Building Office, Karachi
North Nazimabad Karachi	SBP BSC, Block A, North Nazimabad, Shahrah-e-Noor Jahan, Karachi
Sukkur	SBP BSC, 2nd Floor, Eidgah Road, Near Blood bank Sukkur
Hyderabad	SBP BSC, Shahrah -e- Fatima Jinnah, Hyderabad
Quetta	SBP BSC, Shahra-e-Gulistan, Quetta
Lahore	SBP BSC, 56-Shahra-e-Quaid-e-Azam, Lahore
Multan	SBP BSC, Pul Mouj Darya, LMQ Road, Multan
Faisalabad	SBP BSC, M.A Jinnah Road, near GTS Chowk, Faisalabad
Gujranwala	SBP BSC, Trust Plaza Model Town, G.T Road, Gujranwala
Bahawalpur	SBP BSC, 25-C, Shabbir-Shaheed Road, Model Town A, Bahawalpur
Sialkot	SBP BSC, Allama Iqbal Road, Sialkot Cantt
Islamabad	SBP BSC, Attaturk Avenue, Sector G-5/ 2, Islamabad
Rawalpindi	SBP BSC, The Mall Road, Rawalpindi
Peshawar	SBP BSC, Opposite Deans Trade Centre, Saddar Road, Peshawar.
D.I.Khan	SBP BSC, 5th, Shami Road D.I.Khan Cant
Muzaffarabad	SBP BSC, Upper Chattar, Muzaffarabad, AJ&K

2. Service Requirements

The essential requirement of services are as follows;

Service Requirements	
1. Company Representative	Representative of the company for the purpose of this contract would be Authorized representative of the Service Provider
2. Supply of medicine	Supply of medicine shall be uninterrupted.
3. Medicine issuance	Medicine should be provided as per prescription issued by the Bank's Doctors. Substitute medicines will only be issued upon the recommendation of Bank's doctor.
4. Inspection	Bank can inspect the in-house pharmacy during office hours in presence of service provider's representative.
5. Penalty	If the service provider is found dispensing substandard/Expired Medicines or Batch/counterfeit medicines, he may be liable to pay penalty in form of deduction @0.5% from the monthly payable bill of the specific office(s) where the incident has been reported and documentarily proved. Recurrent non-compliance may result in termination of contract.
6. Closure of the Pharmacy by Service provider	Service provider shall ensure to run the pharmacy as per the given timelines. In case of closure of pharmacy without any reason by one day, the bank shall be entitled to recover up to 10% of the total monthly bill from the specific office where the pharmacy remained closed.
7. Performance	Service provider's performance will be evaluated for a period of 6 months. If it is found satisfactory, Service provider will be allowed to continue. However, if performance is found to be unsatisfactory contract will be terminated in accordance with the terms & conditions of the Contract.



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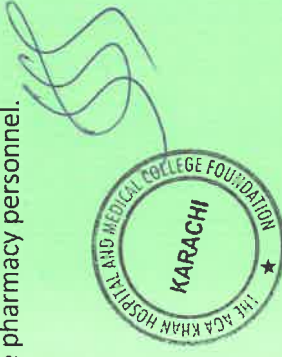
Service Requirements	
8. Non-Commercial use	Pharmacy at SBP premises is only for providing medicines to its in-service/retired employees and their dependents and is purely a noncommercial outlet and as such the service provider shall not, in any case and at any time, use or sublet this place for any commercial use for itself or for any other party though not mentioned herein.
9. Exclusivity	Service provider shall not dispense any medicine to any agency other than State Bank of Pakistan Banking Services Corporation from its premises.
10. Stock Go-down	Service provider will not use premises as stock Go-down except for required inventory level of medicines to be issued to employees, ex-employees and their eligible dependents.
11. Registered Drugs	Service provider shall provide only REGISTERED DRUGS duly sealed and stamped "State Bank of Pakistan Property and NOT FOR SALE".
12. Timing	Service provider shall observe timings to provide pharmacy services from 09:00 am to 06:00 pm working days.
13. Employment Prohibition	Service Provider shall under no circumstance employ any of the Bank's employees to work in the pharmacy.
14. Stock Maintenance	Service provider is bound to maintain the stock level at least 60 days of all medicines. In case of non-availability, of medicine without any valid reason, penalty may be imposed in form of deduction @ 0.5% from the monthly payable bills of the specific office(s).
15. Expired medicine	The service provider will lift the medicine from the shelves 3 months prior to the expiry date.
16. Contact Information	Service provider shall inform the bank regarding names, addresses, contact numbers and reference of all those persons working in the pharmacy.
17. Exchange of Medicine	Service provider shall not exchange any medicine with any other medicine of the higher or lower price. Nor will exchange any medicines against cash/general items. Service provider is bound to issue only those medicine that prescribed by Bank's doctors.
18. Display of Drug Licenses	It will be the responsibility of Pharmacy to acquire all relevant licenses and subsequent renewals. Licenses to be displayed at a prominent place in the pharmacy at each location.
19. Technical Staff	The service provider shall employ qualified and experienced Pharmacists as well as educated and experienced Helping Staff as per the volume of drug dispensation in each of the locations mentioned in the scope of work.
20. Cold Chain Maintenance	It will be the responsibility of pharmacy to maintain 24 Hours cold chain at pharmacies. Pharmacy will also ensure cold chain is maintained while dispensing the medications.
21. Equipment for Cold Chain Maintenance	It will be the responsibility of pharmacy to arrange necessary equipment such as, Fridge/Chillers etc, if deemed necessary, for cold chain maintenance of medicines.



Service Requirements	
22. Access to Medicine Stores and Dispensary for various purposes	For logistic and repair maintenance requirement, access to the main medicine store and dispensary would be provided to SBP officials in the presence of Pharmacy representative.
23. Drug Testing	Bank can any time pick any medicine with intimation to Pharmacy for DRUG testing purposes from authorized Labs. The cost of the sample and testing will be borne by Bank.
24. Computerized Billing	Pharmacy would ensure computerized billing.
25. Relevant Acts and Rules	Applicable DRAP regulations and Drug Act would be applicable at all Pharmacies
26. Minimum Service delivery Standards	<ul style="list-style-type: none"> i. Medicines must be provided on production of prescription signed and issued by Authorized medical Officers of the Bank. ii. Medicines shall be dispensed on first come first serve basis. iii. Computer generated Medicine Delivery note to be given to Patient iv. Pharmacy to arrange out of stock medicines within 36 hours v. Experienced and Qualified pharmacy staff would be deputed at In-House Pharmacy. Credentials to be provided on demand by Bank along with Photocopies of ID card for verification and Bank Security Purposes. Any change in HR to be informed instantly for security purposes. vi. The pharmacy team to be dressed up in Overall coats during business hours. vii. Temperature sensitive medicines to be issued as per cold chain maintenance standards.
27. Insurance Coverage of Stock and Allied Equipment	It shall be the responsibility of services provider to obtain comprehensive insurance of the medicine stock and all the allied equipment (Arranged by the service provider) at all locations of the Bank.



- a) The Bank will provide space and electricity free of charge, but it will be the responsibility of the Service Provider to ensure minimum consumption of the utilities and avoid wastage while maintaining and ensure the applicable medication storage standards/recommendations. If misuse of utilities is observed due to negligence of the service provider's staff, the Bank may resort to recovery from the service provider to the extent of such misuse.
- b) The Service provider will be bound to return the Bank's property in serviceable condition(normal/in-course wear and tear excepted) at the completion/ termination of the contract .
- c) Save for any normal/in-course wear and tear, losses and damages, if any, in respect of Pharmacy space will be the Service provider's responsibility. Further, any equipment of the Service Provider and any arrangement/ replacement, repair/ maintenance, shall be at the Service provider's cost. As such, the Bank will look after the janitorial services maintenance of the Air Conditioning System, fumigation, and repair/maintenance of electric wiring.
- d) The Bank shall provide officially approved access to the Bank's premises, through its Internal Bank Security Department, in favor of authorized/ assigned delivery vans and the pharmacy personnel.



APPENDIX C – FOCAL PERSONS

Sr.#	Name	Designation	Contact Details (Tel/Mob# & Email)
i.	Syed Masood Haider	Head of Corpoarte Credit	021-34869560 masood.haider@aku.edu
ii.	Umar Ali	Manager Pharmacy	021-34861668 umar.ali@aku.edu
iii.	Hassan Somani	Sr. Manager Finance	021-34869500 hassan.somani@aku.edu



(Handwritten signature)

APPENDIX D – SCHEDULE OF PAYMENTS

Payment will be made on a monthly basis to the Service Provider against the total quantity of medicines issued to employees, ex-employees, and their dependents, subject to the submission of invoices and signed prescriptions/reference slips issued by the authorized Medical Consultants of the Bank.





آف اگان خان ہسپتال اور میڈیکل کالج فاؤنڈیشن

The Aga Khan Hospital and Medical College Foundation

Stadium Road, P.O. Box 3500
Karachi 74900, Pakistan
Tel: +92 21 3493 0051, 9924 4230
Fax: +92 21 3493 4294, 9924 4230

December 19, 2022

Name of Bidder:
Procurement Title:
reference No:

The Aga Khan Hospital & Medical College Foundation
Procurement of In-House Pharmacy Services for SBP Corporation (SBP BSC)
ITB No. GSD/MSD/69986/2022

Percentage of Flat Discount Offered on Market Retail Price (MRP) of Medicines	
Figure	Words
13.1%	Thirteen-point one percentage.

Notes:

- Bidder having the highest offered discount on MRP of Medicines will be considered the most advantageous. In case the discount provided by two or more bidders is the same, the Contract shall be awarded as per the criteria mentioned in ITB 2.5.4.
- The offered discount in term of percentage must be inclusive of all applicable taxes/duties.
- Bidder shall fulfill all prevailing & applicable laws of Pakistan necessary for executing the required services.



Authorized Signature:



Name and Title of Signatory: Vice President Finance & CFO

Name of Bidder: Shagufta S. Hassan

Address: Stadium Road, Karachi.

Tender No. 69986	Date 20/12/2022
Member SBP	Member Name
Member No.	Member Signature



STATE BANK OF PAKISTAN
SBP Banking Services Corporation
Medical Services Division

No. GSD/MSD/13296 / 2023

Mar 6th, 2023

**M/s Aga Khan University Hospital
& Medical College Foundation**
Stadium Road, Karachi.
Tel:021-34930051

Notification of Award – “Procurement of In-House Pharmacy Services for SBP Banking Services Corporation”

It is hereby informed that your bid against ITB No. “GSD/MSD/69986/2022” for “Procurement of In-House Pharmacy Services for SBP-Banking Services Corporation” has been accepted as per following details:

In-House Pharmacy Services at SBP/BSC Offices	Addresses	Flat Discount on Maximum Retail Price(MRP) of Medicines
Head Office Karachi	SBP BSC, I.I. Chundrigar Road, Karachi	13.1% (Thirteen Point One Percent)
Bolton Market Karachi	SBP BSC, Bolton Market Building Office, Karachi	
North Nazimabad Karachi	SBP BSC, Block A, North Nazimabad, Shahrah-e-Noor Jahan, Karachi	
Sukkur	SBP BSC, 2nd Floor, Eidgah Road, Near Blood bank Sukkur	
Hyderabad	SBP BSC, Shahrah-e- Fatima Jinnah, Hyderabad	
Quetta	SBP BSC, Shahra-e-Gulistan, Quetta	
Lahore	SBP BSC, 56-Shahra-e-Quaid-e-Azam, Lahore	
Multan	SBP BSC, Pul Mouj Darya, IMG Road, Multan	
Faisalabad	SBP BSC, M.A Jinnah Road, near GTS Chowk, Faisalabad	
Gujranwala	SBP BSC, Trust Plaza Model Town, G.T Road, Gujranwala	
Bahawalpur	SBP BSC, 25-C, Shabbir Shaheed Road, Model Town A, Bahawalpur	
Sialkot	SBP BSC, Allama Iqbal Road, Staffot Cantt, Sialkot	
Islamabad	SBP BSC, Attraturk Avenue, Sector G-5/ 2, Islamabad	
Rawalpindi	SBP BSC, The Mall Road, Rawalpindi	
Peshawar	SBP BSC, Opposite Deans Trade Centre, Saddar Road, Peshawar.	
D.I.Khan	SBP BSC, 5th, Shami Road D.I.Khan Cantt, D.I. Khan	
Muzaffarabad	SBP BSC, Upper Chatter, Muzaffarabad, AJ&K	

Accordingly, you are advised to furnish letter of acceptance before **Wednesday, March 8th, 2023**. Further, you are requested to furnish performance security amounting to a total of **Rs.2,500,000/-** (Rupees Two million and five hundred thousand only) in shape of Bank Guarantee enforceable in Pakistan for entire contract period i.e. 3 years within 21 days from the date of Notification of Award (NOA). Also furnish duly signed form of contract within 24 days of the receipt of this letter respectively.

Regards,

Saadat Ali Shah
Saadat Ali Shah
Deputy Director
Ph: 021-3311-5207



2th Floor, SBP-BSC HOUSE, I.I. Chundrigar Road, Karachi



آغا خان ہسپتال اور میڈیکل کالج فاؤنڈیشن

The Aga Khan Hospital and Medical College Foundation

Stadium Road, P. O. Box 3500
Karachi 74800, Pakistan
Tel: +92 21 9493 0051, 9924 4230
Fax: +92 21 3493 4234, 9924 4239

Mr. Saadat Ali Shah
Deputy Director
State Bank of Pakistan
Medical Service Division
Karachi.

March 7, 2023

Letter of acceptance bid against No. GSD/MSD/69986/2022

**Reference: No. GSD/13296 / 2023, Procurement of In-House Pharmacy Services for SBP
Banking Services Corporation**

We write to express our sincere gratitude for the intimation of award notification from SBP. We are honored to have been selected/shortlisted for this subject project and are excited to work with SBP for its successful completion.

We have carefully reviewed the terms and conditions outlined in the award notification and agree to proceed with the subject project. We are committed to provide high-quality services, in accordance with the contract, to SBP and will use our best endeavours to exceed your expectations. Our team is looking forward to starting work on the project and will do everything possible to ensure its timely completion. We will initiate performance security deposit and contract signing in due course of time, meanwhile, we request proceeding refund Bid Security deposit of Rs. 500,000.

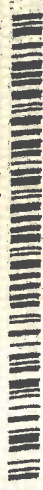
Once again, thank you for the opportunity to work with SBP. We are confident that we can contribute significantly to the success of this project.

Regards

For on behalf of AKHMCF
Mr. Hassan Somani



AA033756



SARDAR ALI STAMP VENDOR
Licence # 15, Shop # 50, SITE Market
SITE, Karachi.

01 MAR 2023

100 RUPEES ONE HUNDRED ONLY

No. 455032
JED WITH ADDRESS, DATE, SERIAL NO. AND
THROUGH WITH ADDRESS, SERIAL NO. AND
VALUE IS
STAMP VENDOR'S SIGNATURE
This Stamp paper is not valid for circulation after 31.03.2023

APPENDIX I – INTEGRITY PACT

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

Declaration of Fees, Commissions and Brokerage, etc. Payable by the Suppliers of Goods, Services & Works

Aga Khan Hospital and Medical College Foundation hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from the Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, Aga Khan Hospital and Medical College Foundation 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.

Aga Khan Hospital and Medical College Foundation 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.

Aga Khan Hospital and Medical College Foundation 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 right and remedies available to GoP under any law, contract or other instruments, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, Aga Khan Hospital and Medical College Foundation 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 Aga Khan Hospital and Medical College Foundation as aforesaid to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



[Handwritten Signature]
26