INVITATION OF BIDS, FINANCIAL YEAR 2018-19.

BIDDING DOCUMENTS FOR THE PROCUREMENT OF MEDICINES/SURGICAL DISPOSABLE ITEMS / DIALYSIS ITEMS.

TENDER NO. ____________
SECTION-I

INVITATION OF BID
INVITATION FOR BIDS (FINANCIAL YEAR 2018-19)


Management of Sheikh Zayed Medical College/ Hospital Rahim Yar Khan invites sealed bids/ tenders (Technical / Financial) to conclude framework contract through competitive bidding for the supply of goods on free delivery to consignee's end basis to Sheikh Zayed Medical College/ Hospital, Rahim Yar Khan. Prequalified Pharmaceutical manufacturers / Sole Agents of Foreign Manufacturers with Health Department is primary pre-requisite as per Government of the Punjab reference bidding documents. Local Suppliers / Contractors can also participate for the procurement of other heads. List of items to be purchased with estimated quantities required are given in the bidding documents. Detail of sale and receipt are shown against each head in the schedule given below.

1. The Prequalified firms must participate in the bidding process for their prequalified items/ section against the total quantity.
2. However for non-prequalified items open competitive bidding as per PPRA Rules 2014 will be applicable.
4. Interested eligible bidders can download the bidding documents containing tender’s item, specifications, quantity, and terms and conditions, from the web site of PPRA or Sheikh Zayed Medical College/ Hospital, Rahim Yar Khan. (www.ppra.punjab.gov.pk / www.szmc.edu.pk)
5. Interested eligible bidders may get the Bidding Documents immediately after the publication of this advertisement from the Procurement Section (Medicine) of this institute on submission of written application along with payment of nonrefundable fee of Rs.1000/- . Bidding Documents shall be issued only during office hours.
6. Bids must be delivered at or before on the date mentioned in the schedule against each head at 11:00am.
7. Bid security of 2% of estimated cost (refundable) in the shape of call deposit required to be supported with the financial bid (copy with visible amount shall be attached with the technical proposal). Late bids will be rejected. Bids will be opened on the same day at 11:30 am in the committee room of Sheikh Zayed Hospital Rahim Yar Khan.
8. The Bidders are requested to give their best and final prices.
9. All bids should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents with signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/ form is mandatory.
10. Samples of each item from fresh batch must be provided at the time of submission of bid in the quantity / specification as mentioned in bidding documents.
11. In case of imported items bill of lading has to be submitted with the invoice at the time of delivery of stock.
12. In case the date of opening or last date of sale is declared as the public holiday by the Government or non working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly, the time and venue shall remain the same.
13. One person shall submit one bid against one item and if one person submits more than one bid, the procuring agency shall reject all such bids.

Note: All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules 2014.
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description / Tender Name</th>
<th>Issuance Date of Tender Documents</th>
<th>Date of Receipt / opening of bids 11:00am / 11:30 am</th>
<th>Call Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Local Purchase of Medicines / Surgical Disposable Items (Chit System)</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>25-06-2018</td>
<td>Rs. 200000/-</td>
</tr>
<tr>
<td>02</td>
<td>Local Purchase of Medicines / Surgical Disposable Items, (Zakat Fund)</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>25-06-2018</td>
<td>2% of the total estimated budget</td>
</tr>
<tr>
<td>03</td>
<td>Bulk Purchase of Homoeopathy Medicine</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>25-06-2018</td>
<td>2% of the estimated cost of quoted items</td>
</tr>
<tr>
<td>04</td>
<td>Bulk Purchase of Tibbi Medicine</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>25-06-2018</td>
<td>2% of the estimated cost of quoted items</td>
</tr>
<tr>
<td>05</td>
<td>Bulk Purchase of Medicines of (IV Fluids / Infusions / Injections / Inhalations etc)</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>26-06-2018</td>
<td>2% of the estimated cost of quoted items</td>
</tr>
<tr>
<td>06</td>
<td>Bulk Purchase of Oral Dosage Forms (Tablets / Capsules / Syrup &amp; Suspensions / Meee dosage forms)</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>26-06-2018</td>
<td>2% of the estimated cost of quoted items</td>
</tr>
<tr>
<td>07</td>
<td>Bulk Purchase of Surgical Disposable Items (Drugs)</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>27-06-2018</td>
<td>2% of the estimated cost of quoted items</td>
</tr>
<tr>
<td>08</td>
<td>Bulk Purchase of Surgical Disposable Items (Non-Drugs)</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>27-06-2018</td>
<td>2% of the estimated cost of quoted items</td>
</tr>
<tr>
<td>09</td>
<td>Bulk Purchase of Angiography Items</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>28-06-2018</td>
<td>2% of the estimated cost of quoted items</td>
</tr>
<tr>
<td>10</td>
<td>Bulk Purchase of Cardiac Surgery Items</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>28-06-2018</td>
<td>2% of the estimated cost of quoted items</td>
</tr>
<tr>
<td>11</td>
<td>Bulk Purchase Laboratory Kits / Chemicals &amp; Reagents</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>29-06-2018</td>
<td>2% of the estimated cost of quoted items</td>
</tr>
<tr>
<td>12</td>
<td>Bulk Purchase of Dental Material</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>29-06-2018</td>
<td>2% of the estimated cost of quoted items</td>
</tr>
<tr>
<td>13</td>
<td>Bulk Purchase of Dialysis Items</td>
<td>Immediately after publication of advertisement up to 09-06-2018</td>
<td>28-06-2018</td>
<td>2% of the estimated cost of quoted items</td>
</tr>
</tbody>
</table>

**B-Dialysis Head**


**C-X-Ray Films Head**

| 15 | Ortho Implants for Patient Welfare Model Pharmacy | Immediately after publication of advertisement up to 09-06-2018 | 02-07-2018 | Nil |
| 16 | Neuro surgical Implants / Maxoficial Surgery Implants for Patient Welfare Model Pharmacy | Immediately after publication of advertisement up to 09-06-2018 | 02-07-2018 | Nil |
# BID DATA SHEET

<table>
<thead>
<tr>
<th>ITB Reference</th>
<th>Description</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB Clause 13</td>
<td>Language of Bid</td>
<td>English or Urdu</td>
</tr>
<tr>
<td>ITB Clause 16</td>
<td>Bid Currency</td>
<td>Pak. Rs. / Foreign in case of LC on free delivery to Consignee's end</td>
</tr>
<tr>
<td></td>
<td></td>
<td>basis including all Ex- Work, Transportation, Storage charges till the</td>
</tr>
<tr>
<td></td>
<td></td>
<td>destination.</td>
</tr>
<tr>
<td>ITB Clause 20</td>
<td>Bid Security</td>
<td>2% of estimated cost in the shape of Call deposit</td>
</tr>
<tr>
<td>ITB Clause 21</td>
<td>Bid Validity Period</td>
<td>150 Days</td>
</tr>
<tr>
<td>ITB Clause 27</td>
<td>Address for Communication</td>
<td>Office of the Director Technical/ Drugs Controller, Sheikh Zayed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medical College/ Hospital, Rahim Yar Khan</td>
</tr>
<tr>
<td>ITB Clause 41</td>
<td>Performance Guarantee</td>
<td>Performance Guarantee will be 5% of the contract value in the shape of</td>
</tr>
<tr>
<td></td>
<td></td>
<td>of Call Deposit</td>
</tr>
</tbody>
</table>
SECTION-II

Instruction to Bidders
SUBJECT: BIDDING DOCUMENTS FOR BULK PURCHASE OF DRUGS/ MEDICINES / SURGICAL DISPOSABLE ITEMS / DIALYSIS ITEMS.

INTRODUCTION

1. Scope of Bid:

1.1. Sheikh Zayed Medical College/ Hospital, Rahim Yar Khan invites sealed bids from Notified Prequalified Manufacturer/ Sole Agent of Foreign Manufacturer to conclude the frame work contract for the supply of medicine/ surgical disposable items on free delivery to consignee’s End basis as per quantities and specifications more specifically described in section III of the bidding documents as schedule of requirements and technical specifications. Local Suppliers/ Contractors can also participate for the procurement of other heads. List of items to be purchased with estimated quantity required are given in the bidding documents. Detail of sale and receipt are shown against each head in the schedule given below.

2. Source of Funds.

The Government of Punjab has allocated funds to the institutions / hospitals for purchase of medicines / surgical disposable items and other items under the relevant head of Account during the financial year 2018-19 (herein referred to as the “Procuring Agency”).

3. Eligible Bidders.

3.1. This invitation for bids is open to all Original Manufacturers/ Authorized Sole Agents of Foreign manufacturer of Pakistan notified by the government as prequalified under rule 16 (11) of PPR 2014 for procuring agencies of specialized Health Care & Medical education department for supply of drugs/ Medicines & surgical disposable items etc. more specifically described in the section III schedule of requirements and technical specifications.

3.2. The sole agent/ importers must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/ Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof to the effect that they are the original Manufacturer of the required specifications of Goods.

3.3. The Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization are NOT ELIGIBLE.

3.4. In case of non pre-qualified items valid authorized distributor of the firm may also participated.

4. Corruption and Fraud:

The Government of Punjab defines Corrupt and Fraudulent Practices as “the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement
process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty” Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.1. The following are the events which would lead to initiate under the PPRA Rule 2014 (amended) Blacklisting/debarment process.

i. Submission of false fabricated/forged documents for procurement in tender.

ii. not attaining required quality of work

iii. Inordinate tardiness in accomplishment of assigned/ agreed responsibilities/ contractual obligations resulting loss to procuring agency.

iv. Non execution of work as per term and condition of contract.

v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.

vi. Involvement of any tender fixing.

vii. Persistent an intentional violation of important conditions of contract.

viii. non adherence to the quality standards

ix. Security consideration of the state.

Procedure: the procedure mentioned in the PPR 2014 (Amended) of PPRA will be followed.


All goods and related services to be supplied under the contract shall conform to the policies of the Government of Punjab in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding.

6.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A Bidder, if he so chooses, can bid for selective items from the list of goods provided for in the Schedule of Requirements. A Bidder is also at liberty to bid for all the goods mentioned in the Schedule of Requirements. However, Bidders cannot bid for partial quantities of an item in the Schedule of requirement. **THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.**

The Bidding Procedure

8. The Governing Rules

The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014 (Amended) of the Government of Punjab.


9.1. "Single stage - Two Envelop bidding procedure" shall be applied.

i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.

ii. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.

iii. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.

iv. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened.

v. The Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements.

vi. During the technical evaluation no amendments in the technical proposal shall be permitted.

vii. The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance.

viii. After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.

ix. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective Bidders.

x. The bid found to be the lowest evaluated bid shall be accepted.
THE BIDDING DOCUMENTS:

10. Contents of the Bidding Documents:

10.1. The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

(a) Instructions to Bidders (ITB).
(b) Schedule of Requirement & Technical Specifications.
(c) Evaluation Criteria.
(d) Bid Forms
   i. Letter of Intention
   ii. Affidavit
   iii. Technical Forms
   iv. Financial Forms
(c) Terms and conditions of the contract
   i. General Conditions of the contract
   ii. Special condition of contract

10.2. The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the Bidding Documents shall take precedence.

10.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Bid. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives not later than Seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.
12. Amendment(s) to the Bidding Documents.

13.1. At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

13.2. All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

13.3. In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

13. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written either in English or Urdu or both Languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

14. Documents comprising the bids.

14.1. The bid shall comprise of the Bid Forms of this bidding document and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms.

14.2. The bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Prices

15.1. The bidder shall indicate on the appropriate form prescribed in this bidding documents the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15.2. Form for Price Schedule is to be filled in very carefully, and should be typed / computerized. Hand written price list should not be considered. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number/ bid number of the quoted item may be marked or highlighted with red/yellow marker.

15.3. The Bidder should quote the prices of goods according to the technical specifications. The specifications of goods, different from the demand of enquiry, shall straightway be rejected.
15.4. The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

15.5. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bidder.

15.6. While tendering your quotation, the present trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained after the bid has been submitted.

15.7. In case of monopoly items, monopoly certificate must be provided by the firm regarding sole manufacturer/distributor of foreign principal in Pakistan.

15.8. In case of purchase on L.C. basis bidder has to assure that he has enough stocks for supply on loan basis till the opening of L.C. so, that smooth running of hospital may not suffer and also has to provide bill of lading with invoice at the time of provision of stock.

16. Bid Currencies.

Prices shall be quoted in Pak Rupees & in case of LC price should be in foreign currency.

17. Samples.

The Bidder shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency. However the samples of cold chain maintenance will be called on later at the time of technical evaluation of the bids.

18. Documentation on Eligibility of Bidders.

18.1. Bidder shall furnish, as part of its bid (Bid Form) as specified in Section IV, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2. The documentary evidence of the Bidder’s eligibility to bid shall establish to the Procuring Agency’s satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.


19.1. The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20.1. Bid security is 2% of estimated cost of quoted items in the shape of Call Deposit.


21.1. Bids shall remain valid for the period identified in the bid data sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

21.2. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

21.3. Bidders who,-

(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and

(b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

22.1. The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

22.2. The original bid shall be typed / printed. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signature of authorized person. Moreover, all bidding documents to be duly attested (signed and stamped) by the authorized person of company.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

23. Sealing and Marking of Bids

23.1. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/ bids in separate envelopes. The envelopes shall then be sealed in an outer envelope marked with name of tender.

23.2. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”. The inner and outer envelopes shall:
(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference No. indicated in the Invitation for Bid, and a statement: “DO NOT OPEN BEFORE,” the time and the date specified in the Bid for opening of Bids.

23.3. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.

23.4. If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

24. Deadline for Submission of Bids

24.1. All bids should be submitted in tape binding. Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet. **Bids received later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

24.2. The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1. Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

26. Withdrawal of Bids

26.1. The Bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids.

26.2. No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Procuring Agency.

27.1. All bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives, who chose to attend the bid opening, on the date, time and venue prescribed in the Bid Data Sheet.

27.2. The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.
27.3. All Bidders in attendance shall sign an attendance sheet.

27.4. The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Rules-2014, specifically Rule 30 (Opening of Bids).

27.5. The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

27.6. No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

28. Clarification of Bids

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

29. Preliminary Examination.

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

29.2. In the financial bids the arithmetical errors shall be rectified on the following basis.

a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.

b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.

c) If there is a discrepancy between words and figures, the amount in words shall prevail.

29.3. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.4. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material
deviation for technical proposals and Bid Security for financial proposals. The Procuring Agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation of Bids.

30.1. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2. All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents.

30.3. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that day.

30.4. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

31. Additional Qualification of Bidder

31.1. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder’s capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified.

31.2. Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.3. The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.4. The determination can take into account the Bidder’s financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/production capacity/warehousing system/practices by a team of experts for assessment, if it deems necessary.

31.5. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder’s bid.
31.6. The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

31.7. If the lowest bid is rejected on the basis of above clauses 31.2 to 31.6 the procuring agency may proceed (if feasible) on the same tender with next lowest bid.

32. Rejection of Bids

32.1. The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with Rule 35 of Punjab Procurement Rules-2014 (PPR-2014). The Procuring Agency shall, upon request, communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

32.2. The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

32.3. Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

33. Re-Bidding

33.1. If the Procuring Agency rejected all bids in pursuance to ITB Clause 32, it may call for a re-bidding. The Procuring Agency, if it deems necessary, may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014.

33.2. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

34. Announcement of Evaluation Report

34.1. The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with Rule 37 of the Punjab Procurement Rules, 2014, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

35. Contacting the Procuring Agency.

35.1. Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

35.2. Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.
AWARD OF CONTRACT

36. Acceptance of Bid and Award Criteria.

36.1. The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

37. Procuring Agency’s Right to vary quantities at the time of Award.

37.1. The Procuring Agency reserves the right at the time of award of Contract to increase (repeat order) or decrease, the quantity of goods originally specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price.

38. Notification of Award.

38.1. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.

38.2. The procuring agency will issue the notification of Award/ Advance Acceptance of Tender (AAT). The firm will submit the required performance security. After receipt of performance security the procuring agency will sign the framework contract after fulfillment of all prescribed legal & codal formalities. Subsequently, the procuring agency will issue purchase order/ framework contract to the successful bidders strictly in accordance with the contract after fulfillment of all prescribed legal and codal formalities.

38.3. The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

39. Limitation on Negotiations.

39.1. Save and otherwise provided in PPR-2014, Procuring Agency shall not negotiate with any bidder.

40. Signing of Contract.

40.1. The contract is to be made on judicial paper worth of Rs. @ 25 paisa per every one hundred rupee of the total value of the contract, under section 22 (A)(B) of schedule 1 of stamp duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) notification No. JAW/HD/8-21/77(PG) dated 1st January, 2014.

41. Performance Guarantee.

41.1. Before signing of Contract, the successful Bidder shall furnish a Performance Guarantee in the manner prescribed by the Procuring Agency.
41.2. The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to
the Bidder upon submission of Performance Guarantee.

41.3. The successful bidder is bound to provide the defined performance guarantee within 07 days.
However in case of failure the procuring agency on valid reasons may extend period for a
specified period of time (to be determined by the procuring agency).

41.4. Failure to provide a Performance Guarantee by the Bidder even in the extended period will
be sufficient ground for annulment of the award and ignition of legal action/ debarring of
firm by the procuring agency. In such event the Procuring Agency may award the contract to
the next lowest evaluated bidder or call for new bid.

42. Price Reasonability Certificate.

42.1. The price quoted shall not be more than the Trade Prices as per MRP (Maximum Retail
Price) fixed by the Federal Government under Drugs Act, 1976/DRAP Act, 2012 as well as
quoted prices shall not be more than those quoted in any other Govt. institute of the Punjab
during the current financial year.


43.1. All supplies will comply with the provision of Drugs Act, 1976/DRAP Act, 2012/Punjab
Drugs (Amendments) Ordinance 2015 and rules framed there under.
SECTION-III

Schedule of Requirements & Technical Specifications
SHEIKH ZAYED MEDICAL COLLEGE/HOSPITAL, RAHIM YAR KHAN.

The supplies shall be delivered in accordance with the Purchase Orders as per following schedule of requirements:

Respective consignee’s end: SHEIKH ZAYED MEDICAL COLLEGE/HOSPITAL, RAHIM YAR KHAN

Free Delivery to consignee’s end (DDP) basis:

<table>
<thead>
<tr>
<th>Mode of Penalty</th>
<th>Delivery of 100% Quantity as per Signed Contract &amp; Purchase Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Without recovery of Late Delivery Charges</td>
<td>30 days + 15 days grace period on request (For items to purchased on L.C. basis 90 days).</td>
</tr>
<tr>
<td>With recovery of Late Delivery Charges @ 0.067 % per day</td>
<td>After 45 days</td>
</tr>
<tr>
<td>Risk Purchase</td>
<td>After expiry of prescribed delivery period risk purchase may be proceeded (at the risk and cost of defaulter) to ensure uninterrupted health care facility to the patients.</td>
</tr>
</tbody>
</table>
# SCHEDULE OF REQUIREMENT

LIST OF DRUGS/MEDICINES, SURGICAL & DISPOSABLE ITEMS ETC. ALONG WITH QUANTITIES AND TECHNICAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>Tender Sr. No</th>
<th>Name of Item/ Medicines/ Drug/ (Generic) &amp; its Specification</th>
<th>Estimated cost per Unit</th>
<th>Total quantity</th>
<th>2% of the estimated total cost (Required for bid security)</th>
<th>No. of Samples (Free of Cost)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Notes:**

1. The bidder shall provide 3 samples of the quoted packs (latest / fresh batches) of each quoted item along with its bid. Without samples bid will be considered incomplete & technically rejected. Moreover not be challengeable at any court of law.

2. Only prequalified firms and their prequalified products will be considered for purchase.

3. Certificate regarding fulfillments of requirements under Bio safety Act. 2005 and the rules framed there under must be attached for Vaccines/Sera, Biotechnical products etc.

4. For thermo labile drugs for which storage temperature is 2-8 degree centigrade. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermolog data from factory to Consignee’s end.

5. Any further information can be obtained from the office of Director Technical/ Drugs controller, Sheikh Zayed Medical/ Hospital, Rahim Yar Khan
SECTION-IV

Evaluation Criteria
## COMPULSORY PARAMETERS
(For Firms / Bidders / Authorized Sole Agent of Imported Products)

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Detail</th>
<th>Yes/No</th>
<th>Page #</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Original receipt for purchase of tender.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Acceptance of terms and condition, tender documents duly signed and stamped.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Valid Manufacturer’s Authorization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>An affidavit on stamp paper of Rs.100/- submitting following clauses: i) replacement of unconsumed / expired / substandard spurious drugs / stocks free of cost, ii) that the firm is never blacklisted on any grounds whatsoever. iii) Price Reasonable certificate. (iv) Certificate that prices are not more than trade price.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>An affidavit on stamp paper submitting that the price quoted to this institute against the quoted items mentioned in the bid are not more than the prices charged from any other Govt. institute in the Punjab and in case of discrepancy the bidder hereby undertakes to refund the price charged in excess”.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>Call deposit / Bid Security required (2% of estimated price)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>National tax number certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>General Sale Tax number certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>Professional Tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Valid Drug Registration Certificate of quoted items. (where applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Valid Drug Sales License / Valid Drug Manufacturing License in case of firm itself (where applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Valid ISO / FDA &amp; GMP certificate of the item / firm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Sample provided as per Proforma attached</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>The Original price List of the firm indicating the inclusion of the item / product of quoted item (Latest)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>The bidder is required to provide Financial Proposal with the name of items, tender number and serial number in the exact manner as quoted in the Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Price should not be mentioned on technical bid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Valid Import License where applicable (where applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Sole Agency / Foreign Principal Letter in case of Importer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Letter of Intention (as per specimen proforma attached)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Affidavit (as per specimen proforma attached)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EVALUATION CRITERIA FOR
PRE-QUALIFIED ITEMS
EVALUATION CRITERIA

BIDS EVALUATION CRITERION FOR DRUGS/MEDICINES
(FOR MANUFACTURER)

Failure to comply with any compulsory parameter will result in “non-responsiveness of the bidder”. Bidders comply with Compulsory Parameters will be evaluated further for Marking Criteria.

**COMPULSORY PARAMETERS**

i. The bidder must be in the prequalified pool of firms which are notified by Specialized Healthcare & Medical Education Department.

ii. The bidder must possess valid Drug Manufacturing License issued by DRAP (manufacturers) and valid Drug Sale license.

iii. The bidder will provide valid Drug Registration Certificate of the quoted product. The product having less than one year experience will be ineligible.

iv. Specifications quoted in the technical offer will be verified from samples provided with the quote. Product that comply 100% with the advertised specifications and fulfill the requirements as per rules shall be considered.

v. Undertaking Regarding “No Declaration of Spurious Batch” by DTLs of the Punjab/any Competent Lab of quoted item within last three years.

**MARKING CRITERIA**

<table>
<thead>
<tr>
<th>SR#</th>
<th>DESCRIPTION</th>
<th>MARKS FOR EVALUATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>BIO EQUIVALENCE STUDY REPORT</strong></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Bio Equivalence Study from any of the below mentioned labs:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- WHO Prequalified Laboratories</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Labs certified/Audited by SRA of ICH (International Conference on Harmonisation) member countries</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(The firm will attach Bio equivalence certificate of the product). Original Manufacturer will be awarded full marks.</em></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>ACTIVE PHARMACEUTICAL INGREDIENT (API) SOURCE</strong></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Original Source / Research 5 molecule</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Source licensed by Original or accredited by FDA/WHO/EMA</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Others Source</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td><em>The firm will provide regular import trail of API alongwith supporting documents including GMP of the concerned regulatory authority, status of the source (Manufacturer / Importer) for last one year.</em></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>FINANCIAL CAPACITY OF THE BIDDER</strong></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Annual Turnover of last financial year</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2500 Million or above</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Between 2,000 Million - 2,500 Million</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Between 1,000 Million - 2,000 Million</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Less than 1,000 Million</td>
<td>05</td>
</tr>
<tr>
<td></td>
<td><em>The bidder will provide requisite documents i.e. Federal Board of Revenue document showing the annual sale of the firm.</em></td>
<td></td>
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<tr>
<td>4</td>
<td><strong>EXPERIENCE OF THE QUOTED PRODUCT</strong></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Since January 2015</td>
<td></td>
</tr>
</tbody>
</table>
The bidder shall provide verifiable documentary evidences like commercial invoices along with a summary of sales of quoted product, purchase orders & delivery challan. The bidder shall also provide batch manufacturing record of the product.

NOTICE: For some products where the criteria of BNR-equivalence not applicable, the bidder will be evaluated on rest of parameters and qualifying marks will be 60%.

QUALIFYING MARKS: 42 OUT OF 70 (60%)

Financial bids of only "Technically Responsive Bidders" will be opened.

**BID EVALUATION CRITERIA: DRUGS/MEDICINES**

**(FOR SOLE AGENTS)**

Failure to comply with any compulsory parameter will result in "non-responsiveness of the bidder". Bidders comply with Compulsory Parameters will be evaluated further for "Marking Criteria".

**COMPULSORY PARAMETERS**

1. The bidder must be in the prequalified pool of firms which are notified by Specialized Healthcare & Medical Education Department.
2. The bidder must submit the valid Agency Agreement (translated in English).
3. The bidder must submit valid Drug Sale License.
4. The bidder will provide valid Drug Registration Certificate of the quoted product.
5. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements shall be considered.
6. Undertaking Regarding "Non Declaration of Spurious Batch" by DTLs of the Punjab/any Competent Lab of quoted item within last three years.

**MARKING CRITERIA**

<table>
<thead>
<tr>
<th>SERIAL NO.</th>
<th>DESCRIPTION</th>
<th>CATEGORY POINTS</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bidder &amp; Manufacturer Relationship</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Sole Agent Certification from Manufacture</td>
<td></td>
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<tr>
<td></td>
<td>Less than one year will not be considered</td>
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<tr>
<td></td>
<td>Upto 2 years</td>
<td>05</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Upto 5 years</td>
<td>10</td>
<td></td>
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<tr>
<td></td>
<td>More than 5 years</td>
<td>20</td>
<td></td>
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<tr>
<td>2</td>
<td>Local Market Business</td>
<td></td>
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<tr>
<td></td>
<td>How many years the quoted product is being</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>marketed in Pakistan?</td>
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<td></td>
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<tr>
<td></td>
<td>Less than one year will not be considered</td>
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<td></td>
<td>Upto 2 years</td>
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<tr>
<td>Parameter</td>
<td>Score</td>
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<tr>
<td>Upto 5 years</td>
<td>10</td>
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<tr>
<td>Upto 9 years</td>
<td>20</td>
<td></td>
<td></td>
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<tr>
<td>More than 9 years</td>
<td>25</td>
<td></td>
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<tr>
<td>Compliance of Quality Standards</td>
<td>20</td>
<td></td>
<td></td>
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<tr>
<td>FDA/WHO approved</td>
<td>20</td>
<td></td>
<td></td>
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<tr>
<td>Others</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>International Testing ( peripherals/manufacturer)</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reports of WHO/Accredited International Labs performed on the product through any Procuring Agency</td>
<td>0</td>
<td></td>
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</tr>
<tr>
<td>1-2 Labs</td>
<td>07</td>
<td></td>
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<tr>
<td>3 or more</td>
<td>15</td>
<td></td>
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<tr>
<td>Export of Quoted Product (foreign principal/manufacturer)</td>
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<tr>
<td>Developed Countries</td>
<td>20</td>
<td></td>
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<tr>
<td>3-5 Countries</td>
<td>20</td>
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<tr>
<td>Above 5 Countries</td>
<td>20</td>
<td></td>
<td></td>
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<tr>
<td>Others Countries</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 mark per country</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 and above countries</td>
<td>20</td>
<td></td>
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<tr>
<td>Qualifying Marks = 60%</td>
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</tbody>
</table>

**BID EVALUATION CRITERIA FOR SYRINGES/CANNULAS**

**(KNOCK DOWN CRITERIA)**

In case of failure to comply with any below mentioned parameter, the bidder will be declared as "non-responsive":

a. The bidder must be in the prequalified pool of firms which are notified by Specialized Healthcare & Medical Education Department.

b. The bidder must submit a valid Agency Agreement (translated in English).

c. The bidder must possess valid drug registration certificate of the quoted product issued by DRAP Pakistan. The products having less than three years experience will be ineligible (experience will be calculated from date of registration with DRAP). The bidder will provide Valid Drugs Manufacturing License (for manufacturer) / Valid Drugs Sale License (for importer).

d. The firm will provide manufacturer's specifications & quality evaluation report describing features/characteristics of the product & its compliance will be evaluated. Non-compliance will result in non-responsiveness of the bidder.

e. Valid quality certification of FDA/JpnHII/WHO/MDA/EMA of the quoted product.

f. Valid free sale certificate indicating that the quoted product is freely available in the country of manufacturer for at least three years. This certificate must be issued by relevant authority of the country of origin duly legalized / notarized.
b. Three pack of samples for evaluation.
h. Undertaking Regarding "Non Declaration of Spurious Batch" by DTLs of the Punjab/any Competent Lab. of quoted item within last three years.
BID EVALUATION CRITERIA (SURGICAL DISPOSABLE ITEMS)
(KNOCK DOWN CRITERIA)

In case of failure to comply with any below mentioned parameter, the bidder will be declared as "non-responsive":

a. The bidder must be in the prequalified pool of firms which are notified by Specialized Healthcare & Medical Education Department.

b. The bidder must submit the valid Agency Agreement (translated in English).

c. The bidder must possess valid manufacturer’s authorization from the Foreign Manufacturer with indication of manufacturing site and its location.

d. The firm will provide manufacturer’s specifications & quality evaluation report describing features/characteristics of the product & its compliance will be evaluated. Non compliance will result in non responsiveness of the bidder.

e. Valid quality certification of FDA/JpMHLW/WHO/MDD of the quoted product.

f. Valid free sale certificate indicating that the quoted product is freely available in the country of manufacturer for at least three years. This certificate must be issued by relevant authority of the country of origin duly legalized/notarized.

g. Three packs of samples for evaluation.

BIDS EVALUATION CRITERIA FOR SUTURES
(KNOCK DOWN CRITERIA)

In case of failure to comply with any below mentioned parameter, the bidder will be declared as "non-responsive":

a. The bidder must be in the prequalified pool of firms which are notified by Specialized Healthcare & Medical Education Department.

b. The bidder must submit the valid Agency Agreement (translated in English).

c. The bidder must possess valid drug registration certificate of the quoted product issued by DRAP Pakistan. The bidder will provide valid Drugs Sale License (in case of importer).

d. The product/model having less than one year experience will be ineligible (experience will be calculated from date of registration with DRAP).

e. The firm will provide manufacturer’s specifications & quality evaluation report along with three packs of samples describing features/characteristics of the product & its compliance will be evaluated. Non compliance will result in non-responsiveness of the bidder.

f. Valid free sale certificate indicating that the quoted product is freely available in the country of manufacturer for at least three years. This certificate must be issued by relevant authority of the country of origin duly legalized/notarized.

g. Undertaking Regarding “Non Declaration of Spurious Batch” by DTLs of the Punjab/any Competent Lab of quoted item within last three years.

**BIDS EVALUATION CRITERIA FOR SURGICAL GAUZE, COTTON BANDAGES, ABSORBENT COTTON WOOL, ETC**

**(KNOCK DOWN CRITERIA)**

1. In case of failure to comply with any below mentioned parameter, the bidder will be declared as “non-responsive”:

a. The bidder must be in the prequalified pool of firms which are notified by Specialized Healthcare & Medical Education Department.

b. The bidder must submit the valid agency agreement (translated in English) (for importer).

c. The bidder will provide valid drug registration certificate of the quoted product issued by DRAP Pakistan. The products having less than one year experience will be ineligible (experience will be calculated from date of registration with DRAP).

d. The bidder must possess valid Drugs Manufacturing License (Local-Manufacturers) /Valid Drugs Sale License (in case of importer).

e. The offer must comply with the specifications of the quoted item. Only those technical offers shall be considered for evaluation whose samples meet the prescribed specifications.

f. Three pack of samples for evaluation.

g. Undertaking Regarding “Non Declaration of Spurious Batch” by DTLs of the Punjab/any Competent Lab of quoted item within last three years.

**Note:** The directions/instructions/guidelines issued by Govt. of Pakistan Ministry of National Health Services, Regulations & Coordination, on 15 March 2017 Vide Notification No F.5-11/2017-SO(Admin) may also be applicable.
EVALUATION CRITERIA FOR NOT PRE-QUALIFIED ITEMS

(VALID AUTHORIZED DISTRIBUTOR OF FIRMS MAY ALSO PARTICIPATE)
<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Detail</th>
<th>Yes/No</th>
<th>Page #</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Original receipt for purchase of tender.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Acceptance of terms and condition. Tender documents duly signed and stamped.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Valid Manufacturer's Authorization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>An affidavit on stamp paper of Rs. 100/- submitting following clauses: i) replacement of un consumed/expired/substandard/spurious drugs/stocks free of cost, ii) that the firm is never blacklisted on any grounds whatsoever, iii) Price Reasonable certificate. (iv) Certificate that prices are not more than trade price.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>An affidavit on stamp paper submitting that the price quoted to this institute against the quoted items mentioned in the bid are not more than the prices charged from any other Govt. institute in the Punjab and in case of discrepancy the bidder hereby undertakes to refund the price charged in excess.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>Call deposit/Bid Security required (2% of estimated price)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>National tax number certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>General Sale Tax number certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>Professional Tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Valid Drug Registration Certificate of quoted items (where applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Valid Drug Sales License/Valid Drug Manufacturing License in case of firm itself (where applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Valid ISO/FDA &amp; GMP certificate of the item/firm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Sample provided as per Proforma attached</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>The Original price List of the firm indicating the inclusion of the item/product of quoted item (Latest)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>The bidder is required to provide Financial Proposal with the name of items, tender number and serial number in the exact manner as quoted in the Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Price should not be mentioned on technical bid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Valid Import License where applicable (where applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Sole Agency/Foreign Principal Letter in case of Importer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Letter of Intention (as per specimen proforma attached)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Affidavit (as per specimen proforma attached)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EVALUATION CRITERIA

Compulsory Parameters:

➢ Failure to comply with any compulsory parameter will result in disqualification of bidder.

<table>
<thead>
<tr>
<th>PARAMETERS</th>
<th>DOCUMENTS REQUIRED</th>
<th>COMPLIANCE STATUS (Yes/No.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drug Manufacturing / Sale License</td>
<td>➢ Valid Drug Manufacturing License issued by DRAP for manufacturers.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>➢ Valid Drug sale license for importers.</td>
<td></td>
</tr>
<tr>
<td>Drug Registration Certificate (DRC)</td>
<td>Valid Drug Registration Certificate issued by DRAP</td>
<td></td>
</tr>
<tr>
<td>Product Experience</td>
<td>Products having less than one year experience shall be ineligible (Experience shall be calculated from the date of registration of the product with the DRAP).</td>
<td></td>
</tr>
<tr>
<td>Good Manufacturing Practices (GMP)</td>
<td>Valid Good Manufacturing Practices (GMP) Certificate issued by the Drug Regulatory Authority Pakistan (DRAP)</td>
<td></td>
</tr>
<tr>
<td>Certificate.</td>
<td>In case of imported product, valid GMP certificate issued by the GMP certificate issued by the regulatory authority of manufacturer’s country will be considered.</td>
<td></td>
</tr>
<tr>
<td>Undertaking Regarding Non cancellation / suspension of Drug Registration of quoted product of the bidder by Drug Regulatory Authority of Pakistan within last two years.</td>
<td>Undertaking on Judicial Paper.</td>
<td></td>
</tr>
<tr>
<td>Undertaking Regarding Non Declaration of spurious / adulterated batch by DTLs of the Punjab / any competent Lab of quoted item within last two years.</td>
<td>Undertaking on Judicial Paper.</td>
<td></td>
</tr>
<tr>
<td>Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirement as per Labeling and Packing Rules 1986 shall be considered for evaluation.</td>
<td>Samples of quoted item.</td>
<td></td>
</tr>
<tr>
<td>Batch Capacity of the manufacturer Quoted Item / Product</td>
<td>Certificate (s) provided by the manufacturer</td>
<td></td>
</tr>
</tbody>
</table>
### Ordinary Parameters

The bid complying with compulsory parameter shall be evaluated for below mentioned parameters:

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Parameters</th>
<th>Detail</th>
<th>Total Marks</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Performance of the Bidder (Last Two Year)</td>
<td>Major institutions (Govt./Semi-Govt.) served</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i</td>
<td>1</td>
<td>2</td>
<td>The Chidden requires documentation (purchase orders, receipt certificates and delivery challans etc) of the institution(s)</td>
</tr>
<tr>
<td></td>
<td>ii</td>
<td>2 to 3</td>
<td>4</td>
<td>For Parameter (i) market availability in leading chain stores &amp; Pharmacies of quoted item will be calculated from the date of commercial invoice.</td>
</tr>
<tr>
<td></td>
<td>iii</td>
<td>4 to 5</td>
<td>6</td>
<td>For Parameter (ii) to (iv) market availability of quoted item relates to availability in open market other than Pharmacies &amp; leading chain stores. The firm will attach purchase order of quoted item of any Govt./Semi-Govt. institution/private institution registered with income tax department.</td>
</tr>
<tr>
<td></td>
<td>iv</td>
<td>6 to 7</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td></td>
<td>V</td>
<td>8 and above</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Market Experience of quoted product</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i</td>
<td>Market Availability of quoted items in leading chain stores &amp; Pharmacies for last 2 years</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii</td>
<td>1-2 years</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii</td>
<td>3-4 years</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iv</td>
<td>Above 5 years</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Credibility &amp; Certification of Manufacturer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i</td>
<td>Valid ISO certification</td>
<td>5</td>
<td>Valid copies of certificate / letters required.</td>
</tr>
<tr>
<td></td>
<td>ii</td>
<td>Any other international reputed certification</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii</td>
<td>Pre-qualification with Govt./Semi-Govt. &amp; Autonomous Institutions</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Financial Status of Bidders</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i</td>
<td>Last year Audited Balance Sheet</td>
<td>3</td>
<td>Acknowledgement of Tax Returns must be attached.</td>
</tr>
<tr>
<td></td>
<td>ii</td>
<td>Tax Returns (Last 3 Years)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Manufacturer Technical Staff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i</td>
<td>Plant Manager</td>
<td>B. Pharm</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PhD/M. Phil</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii</td>
<td>Production Manager</td>
<td>B. Pharm</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PhD/M. Phil</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii</td>
<td>Quality Control Manager</td>
<td>B. Pharm/M.Sc</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Chemistry</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iv</td>
<td>In process quality assurance Inspector</td>
<td>B. Pharm</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>/PhD/M. Phil</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>V</td>
<td>Quality Assurance Manager</td>
<td>B. Pharm/M.Sc</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Chemistry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Production capacity of the Manufacturer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i</td>
<td>Per day production capacity of quoted items against the total advertised quantity</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Less than 1%</td>
<td>0</td>
<td>Importer to provide production capacity of the principal/manufacturer. Manufacturer will submit a certificate in this regard.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1%</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1% - 1.5%</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.6% - 2%</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>V</td>
<td>At least 6 number of batches of quoted item produced during last 12 month by the manufacturer</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vi</td>
<td>At least 16 number of batches of quoted item produced during last 12 month by the manufacturer</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Batch History for last three years.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i</td>
<td>No batch failed during last three years of the quoted item from any statutory lab</td>
<td>5</td>
<td>The firm will provide undertaking in the regard. The purchaser reserves the right to verify the claim.</td>
</tr>
<tr>
<td></td>
<td>ii</td>
<td>No batch failed during last two years of the quoted item from any statutory lab</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Approval of sample by technical committee/end user (Head of concerned department) Remarks of clinician on previous clinical experience</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Bio Equivalence Study of Quoted Drugs (If required and available)</td>
<td></td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>
Total Marks: 75

Qualifying marks 65% (48.75) and above.

The financial bids of technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

Grievances Redreassal Committee

In case of any grievances bidders shall approach within ten days in writing after opening of technical bids for redressed. Late received application will not be entertained.
SECTION-V

BID FORM
BID COVER SHEET

Form No. 01

Bid Ref. No. ____________________  Date______________________

Name of the Supplier/Firm Contractor: ______________________________________________________

Address: ______________________________________________________________________________

E-mail: ______________________________________

Phone: _____________________________________

Facsimile: _________________________________

Bid For Selected Items from the Schedule of Requirements.

<table>
<thead>
<tr>
<th>Bid Enquiry No.</th>
<th>Name of the Tendered Item/ Generic</th>
<th>Brand Name</th>
<th>Manufacturer / Importer (With Name and Country of Origin)</th>
<th>Drug Registration No. (attach certificate)</th>
<th>Specifications of the quoted brands (100% incompliance with schedule of requirement)</th>
<th>Name of API Manufacturer &amp; Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed:

Dated:

Official Stamp:
LETTER OF INTENTION

Form No. 02

Bid Ref No. Date of the Opening of Bids

Name of the Contract : (Add name e.g., Supply of Drugs and Medicines etc)

To: [Sheikh Zayed Medical College/ Hospital Rahim yar Khan]

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 price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. 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. We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents.

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]
AFFIDAVIT

Form No. 03

I/We, the undersigned solemnly state that:

1) I/We have read the contents of the Bidding Documents and have fully understood it.

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

3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.

4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.

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

6) 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.

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

8) That the prices offered are not more than trade price.

9) I/We, further undertake that I/We will ready to pay all the charges of samples (one or more depending upon the ordered quantity amounting to Rs. 10 million or more) tested by any international WHO accredited Laboratory, collected by Department’s Inspection committee which will accept the results.

10) I/We, Further undertake that I/We will ready to pay the standard of testing samples by DTL Punjab.

11) I/We, Further undertake to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.

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

Signed:

In the capacity of [insert: title or position]

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

Form No. 04

I/ We, the undersigned solemnly state that:

1) We will be responsible for Replacement of unconsumed / expired / substandard spurious drugs stocks free of cost,

2) The firm is never blacklisted on any grounds whatsoever.

3) Price Reasonable certificate that the price quoted to this institute against the quoted items mentioned in the bid are not more than the prices charged from any other Govt. Institute in the Punjab during current financial year and in case of discrepancy, we will be responsible to refund the price charged in excess.”

4) We further do hereby undertake that the quoted prices are not more than trade price.
MANUFACTURER’S AUTHORIZATION

Form No. 05

To: [Sheikh Zayed Medical College/ Hospital, Rahim Yar Khan]

WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Supplier/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. [Reference of the Invitation to Bid] for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: __________________________

Designation: _______________________

Official Stamp: ______________________

[Handwritten Signatures]
**PRICE SCHEDULE**

*Form No. 06*

**User Note:** This form is to be filled by the Bidder for single quoted item/product and shall submit with Financial Proposal. If intended to quote for more than one item/product, a separate form should be used for each item/product intended to quote for.

Name of the Firm: __________________________

Bid Reference No. __________________________

Date of opening of Bid ______________________

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Name of the Item</th>
<th>Unit Price (Inclusive all applicable taxes)</th>
<th>Discounts (if any)</th>
<th>Final Price (Inclusive of all taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

Note: - Valid price lists of quoted items indicated M.R.P. and T.P. must be attached with financial proposal.

Signature: ____________________________
Designation __________________________

Date ____________________________
Official Stamp ___________________

**SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS IS ATTACHED WITH THIS BIDDING DOCUMENTS.**
SECTION-VI

Terms & Conditions of the Contract
THE TERM OF THE CONTRACT:-

1. This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.

2. The Supplier declares as under:
   
i) [Name of the Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.

   ii) Without limiting the generality of the foregoing, [the Seller/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 including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.

   iii) [The Supplier] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

   iv) [The 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 right and remedies available to Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.

   v) Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, [The Supplier] agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [The 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 Procuring Agency.

   vi) In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
3. **Items to be Supplied & Agreed Unit Cost:**

   i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder.

   ii) Each Item supplied shall strictly conform to the Schedule of Requirements and to the Technical Specification prescribed by the Purchaser against each item.

   iii) The Unit Cost agreed in the Price Schedule, is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

4. **Payments:**

   The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

5. **Mode of Payment:**

   All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier’s name].

6. **Payment Schedule:**

   All payments to the Supplier shall be made in accordance with the satisfactory completion of delivery and fulfillment of documentary and codal formalities.

7. **Performance Guarantee/Security:**

   i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of call deposit equivalent to 05% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.

   ii) Failure to submit a Performance Guarantee/Security shall result into cancellation of contract and black listing of firm.

8. **Penalties/ Liquidated Damages**

   i) Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.

   ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.

   iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee’s end, the entire amount of Performance Guaranty/Security shall be forfeited to
the Government account and the firm shall be blacklisted minimum for two years for future participation.

iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase order.

v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and after issuance of subsequent purchase order by the consignee, a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier. Maximum limit of the late delivery charges is 10% after which contract will be cancelled with all legal and codal formalities after expiry of prescribed delivery period the procuring agency may proceed for risk purchases. (at the risk & cost of defaulter) to ensure the un-interrupted healthcare services to the patients.

9. Notices:

All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the purchaser:

For the Supplier:

[Signatures]
SPECIAL CONDITIONS OF THE CONTRACT & TECHNICAL SPECIFICATIONS

a. Product Specifications.

(Detailed technical specifications, given in Award of Framework Contract, will be followed)

b. Labeling and Packing.

i. The manufacturer shall follow the Drugs (Labeling and Packing) Rules 1986, framed under the Drugs Act, 1976.

ii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip/ Blister, Tubes etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license no., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in strip / blister pack (one side aluminum and other side PVC/PVD). Expiry date must be printed on each strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps.

iii. The condition of green packing is relaxed for drugs imported in finished form but the supplier will be instructed to print/stamp/affix a sticker as per requirement of individual item (after considering the condition of storage of each item).

c. Additional instructions for packing

i. The suppliers are required to furnish the Warranty certificate with regard to the potency and stability (Including coloration of medicines) of the Drug for human consumption etc. in accordance with the Drugs Act, 1976/DRAP Act 2012/Punjab Drugs (Amendments) Ordinance 2015 & rules framed there under on judicial paper.

ii. The bidder shall supply the Drugs/Medicines/Items in special green packing with Logo of the Government of Punjab (exempted for imported items). The following wording/insignia shall be printed in bold letters both in Urdu & English in indelible red color ink on each carton, pack, bottle, strip / blister, tubes, vial / ampoule etc. In combo Packs the sterilized water for injection / solvent shall bear the wording/insignia on the vial/ampoules etc.

"SHEIKH ZAYED HOSPITAL, RYK PROPERTY" “NOT FOR SALE”

d. Shelf life

i. The shelf life must be up to 85% for the locally manufactured drugs and 75% for the imported drugs.

ii. The lower limit of the shelf life must be up to 80% and 70% with imposition of 1% penalty charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.
iii. In case of vaccines & other biotechnical products, the stores with the shelf life up to 70% will be accepted without penalty charges and up to 60% with imposition of 1% penalty charges of actual shortfall in shelf life below prescribed limit*.  

e. Testing/Verification Procedures:  

i. After delivery of drugs and medicines at the Purchaser’s premises, the Purchaser shall send the samples from all batches of each consignment of the supplied store to the concerned Drugs Testing Laboratory for testing / analysis. The firm is bound to provide the sample free of cost in a quantity as mentioned in the supply order. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods after receipt of standard quality report of each batch of supplied store issued by DTL concerned under Drugs Act 1976/DRAP Act 2012/ Punjab Drugs (Amendments) Ordinance 2015 & rules framed there under. The cost of the lab tests shall be borne by the Supplier.  

ii. The Government is well cognizant of its extra ordinary care. In addition to purchaser’s inspection committee, the department’s inspection committee will also conduct the inspection and collect the sample(s) (1 or more depending upon the ordered quantity amounting to Rs. 10 million or more) at random from any batch/supply. The samples will be got tested by any international WHO accredited Laboratory. The cost of such lab tests shall be borne by the supplier. The supplier will directly pay the charges to that particular Laboratory.  

iii. In case of Adverse/failure report of any batch, the Supplier will be intimated and they will be bound to re-supply the entire fresh stock of that batch free of cost within the reasonable time period to be intimated by the purchaser but not later than 21 days (three weeks) from the date of intimation, which will be subject to completion of all testing and verification formalities. The cost of disposal of substandard stock will be borne by the supplier.  

iv. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stocks without any further charges.  

f. Transportation/Delivery Requirements  

i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.  

ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.  

iii. All cold chain/ thermo-fabile (perishable) items must be delivered in a safe and proper manner, prescribed for such types of items.
PAYMENT SCHEDULE

i. 100% Payment to the Suppliers will be made by the Purchaser/ Disbursing & Drawing Officer (DDO) of Sheikh Zayed Medical/ Hospital, Rahim Yar Khan.

   a. against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR 2014.

   b. on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax.

ii. Part Supply is allowed but Part Payment is not allowed. The Payment will only be made after the receipt of next installment within due time.
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions:

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

   a. "The Contract" means the agreement entered into between the Purchaser (Sheikh Zayed Medical College/ Hospital, Rahim Yar Khan) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

   b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.

   c. "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.

   d. "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.

   e. "GCC" means the General Conditions of Contract contained in this section.

   f. "SCC" means Special Conditions of the Contract.

   g. "The Purchaser" means the Sheikh Zayed Medical College/ Hospital, Rahim Yar Khan.

   h. "The Supplier" means the individual or firm supplying the goods under this Contract.

2. Application

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

3. Source of Import

3.1. All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.

3.2. For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

4. Standards:

4.1. The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

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

4.3. If the Supplier provide an item(s) which is declared substandard / Spurious/adulterated etc and fail to provide the fresh supply within 21 days, the payment of risk purchase (which will be purchased by the purchaser/ procuring agency) the price difference shall be paid by the Supplier.

4.4. In case of supply of substandard / Spurious/adulterated etc. product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser’s premises, burning, dumping, or incineration.

5. Use of Contract Documents and Information:

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

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

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

5.4. The Supplier shall permit the Purchaser to inspect the Supplier’s accounts and records relating to the performance of the Supplier.

6. Patent Rights

6.1. The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

7. Submission of Samples

7.1. Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.

8. Ensuring storage arrangements

8.1. To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser/ Procuring agency at least One (01) week in advance. However, in case no space is available at the Purchaser’s premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.
9. Inspections and Tests:

9.1. The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

9.2. All costs associated with testing shall be borne by the Supplier.

9.3. The Purchaser’s right to inspect, test and, where necessary, reject the goods after the goods either at Supplier’s premises or upon arrival at Purchaser’s destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.

Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Delivery and Documents

10.1. The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.

10.2. The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.

10.3. The goods supplied under the Contract shall be delivered on free delivery of consignee’s end basis under which risk is transferred to the buyer after the Goods having been delivered.

11. Insurance

11.1. The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

12. Transportation

12.1. The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement/bidding documents.

12.2. All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.

13. Incidental Services:

13.1. The Supplier shall be required to provide the incidental services as specified in the SCC/bidding documents and the cost of which is included in the total bid price.

14. Warranty:

14.1. All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
14.2. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15. Payment

15.1. The payments shall be made as per schedule/policy agreed between the both parties.

15.2. The currency of payment shall be Pakistan Rupee.

16. Prices

16.1. Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

17. Contract Amendments:

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

18. Assignment

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

19. Subcontracts

19.1. The Supplier shall not be allowed to sublet and award subcontracts under this Contract.

20. Delays in the Supplier’s Performance

20.1. Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

20.2. If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.

20.3. Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
21. Termination for Default:

21.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

a. if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the signed contract, and subsequent Purchase order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or

b. if the Supplier fails to perform any other obligation(s) under the Contract.

c. if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause Corrupt and fraudulent practices means:

"the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:

(i) coercive practice by 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 practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) fraudulent practice by 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;

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an
investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

**Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.**

**Procedure:** As per Rule-21 of the procurement Rules 2014.

22. **Force Majeure:**

22.1. Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.

22.2. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of the purchase order under the signed contract and inform the Supplier of its findings promptly.

22.3. Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

23. **Termination for Insolvency:**

23.1. The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination
shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

24. Arbitration and Resolution of Disputes:

24.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

24.2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

24.3. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

25. Governing Language:

25.1. The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

26. Applicable Law:

26.1. This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

27. Notices

27.1. Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.

27.2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
28. Taxation:

28.1. All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.

Note:- Rest of the rules and clauses of PPRA will also be applicable.

Bidder's Signature and Stamp

Name: ___________________________ Designation: ___________________________

CNIC No. ___________________________ Address: ___________________________

Phone Office ___________________________ Fax No. ___________________________

Mobile No. ___________________________ Email Address ___________________________