



BIDDING DOCUMENT
FOR THE PURCHASE OF
(DRUGSMEDICINE / SURGICAL
DISPOSABLE / SPECIALIZED
DISPOSABLE / SUTURES
ITEMS/DRESSING ITEMS/I.V
FLUIDS/HAEMODIALYSIS)

QUAID-E-AZAM MEDICAL
COLLEGE / B.V.H/ SADIQ ABBASI
HOSPITAL / J.F.H / SCHOOL OF
NURSING AND ALLIED
INSTITUTIONS, BAHAWALPUR

Bid Date Sheet

ITB References	Description	Detail
ITB 2.1.1	Name of Procuring agency	QAMC, BVH & Other allied institution
ITB 2.1.2	Financial year	2022-23
ITB Clause 13	Language of bid	English or Urdu
ITB Clause 16	Bid currency	Pak Rs. On free delivery to Consignee's end basis including all EX-work, Transportation, Storage charges till the destination.
ITB Clause 20	Bid security	2% of estimated cost of Coated Items in the shape of Deposit at Call (CDR) from any scheduled bank. Attached with technical bids.
ITB Clause 21	Bid validity period	180 days
ITB Clause 27	Address of communication:	QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur
ITB Clause 41	Performance Guarantee: It will be 5% of the contract Value in the shape of Deposit at Call (CDR)/ Bank Guarantee from any scheduled bank. (Bank Guarantee valid for 02 years from the date of issuance).	
ITB 2.2.2	Bidder address	

SECTION 1
INVITATION OF BID

BID REFERENCE NO. _____**Subject: FRAMEWORK CONTRACT FOR DRUGS /MEDICINES & SURGICAL DISPOSABLE ITEMS FOR THE YEAR 2022-23**

Dated: _____

Dear Sir/ Madam

1. **Principal QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur**, invites sealed bids/tenders (Technical & Financial) to conclude the Framework Contract for the supply of Goods on free delivery to Consignee's End basis.
2. Bidding shall be conducted through 30 (2) (a) Single Stage-Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. The bids shall clearly be **marked with Bid Enquiry No.** for which the proposal is submitted.
3. Bidders can download the Bidding Documents containing tender's item specifications, quantity and terms & conditions from the website, (www.health.punjab.gov.pk) or website of www.qamc.edu.pk until the closing date for the submission of bids.
4. Sealed bids are required to be submitted by the Bidders on given **Date & Time** positively in the office of the **Principal QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur**. The bids received till stipulated date & time shall be opened on same day at **(as per scheduled date & time)** in the presence of the bidders or their authorized representatives who choose to attend. Late bids shall not be entertained.

Sr. #	Name of Tender	Last Date for purchase of Tender During Office Hours	Date & time of Receiving Tender	Date & Time of Opening Tender
1	Tender for the Purchase of Haemodialysis Items for B.V. Hospital, Bahawalpur for the Financial year 2022-23 (On Frame work Contract basis.)	28-03-2022	01/04/2022 11:00 AM	01/04/2022 11:30 AM
2	Tender for the Purchase of I.V. Fluid for B.V. Hospital, A&E, Cardiac Centre & Sadiq Abbasi Hospital, Bahawalpur for the Financial year 2022-23(On Frame work Contract basis.)	30-03-2022	02/04/2022 11:00 AM	02/04/2022 11:30 AM
3	Tender for the Purchase of Dressing Items for B.V. Hospital, A&E, Cardiac Centre & Sadiq Abbasi Hospital, Bahawalpur for the Financial year 2022-23 (On Frame work Contract basis.)	30-03-2022	02/04/2022 11:00 AM	02/04/2022 11:30 AM
4	Tender for the Purchase of Sutures Items for B.V. Hospital, A&E, Cardiac Centre & Sadiq Abbasi Hospital, Bahawalpur for the Financial year 2022-23. (On Frame work Contract basis.)	30-03-2022	02/04/2022 11:00 AM	02/04/2022 11:30 AM
5	Tender for the Purchase of Medicine for B.V. Hospital, A&E, Cardiac Centre & Sadiq Abbasi Hospital, Bahawalpur for the Financial year 2022-23 (On Frame work Contract basis.)	30-03-2022	04/04/2022 11:00 AM	04/04/2022 11:30 AM

6	Tender for the Purchase of Surgical Disposable & Chemicals for B.V. Hospital, A&E, Cardiac Centre & Sadiq Abbasi Hospital, Bahawalpur for the Financial year 2022-23	01-04-2022	05/04/2022 11:00 AM	05/04/2022 11:30 AM
7	Tender for the Purchase of Specialised Disposable Items for Cardiac Centre B.V. Hospital, Bahawalpur for the Financial year 2022-23 (On Frame work Contract basis.)	01-04-2022	06/04/2022 11:00 AM	06/04/2022 11:30 AM
8	Tender for the Purchase of Advance Disposable Items for Variouse Units B.V. Hospital Bahawalpur for the Financial year 2022-23. (On Frame work Contract basis.)	04-04-2022	07/04/2022 11:00 AM	07/04/2022 11:30 AM

5. 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 Document and signatures of authorized person. Moreover, signing and stamping each page bidding documents/form is mandatory,
6. In case the date of opening is declared as a 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 submission and opening of tenders accordingly. The time and venue shall remain the same.

7. In case of non-availability / allocation of sufficient required funds, the whole procurement may be scrapped and in such case the procuring agency shall incur no liability towards the prospective bidder.

8. Keeping in view the availability of funds, the quantity may be increased / decreased strictly as per the provision of PPRA Law / Rule.

Note: The Procurement shall be governed by the Punjab Procurement Rules, 2014 (amended)

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Principal

QAMC, BVH, JFH, SAH, SON & Allied institute
Bahawalpur

Name, Address & Contact details of the QAMC, BVH, JFH, SAH, SON & Allied
institute Bahawalpur

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully

SECTION II
Instructions to Bidders

Scope of Bid

- 1.1 Principal QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur, invites sealed bids to **conclude** the Framework Contract for the supply of Medicines / Drug & Surgical Disposables on Free Delivery to Consignee's End basis (DDP) as per quantities and specifications more specifically described in Section III of the Bidding Documents Schedule of Requirements & Technical Specifications.

2. Source of Funds

- 2.1 Government of the Punjab.

3. Eligible Bidders.

- 3.1 This Invitation to Bids is open only to all Original Manufacturers/Authorized Sole Agents of Foreign Manufacturers in Pakistan notified by the government/Authorized distributor of manufacture & Sole Agent for QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur for the year 2022-23 for supply of Drugs/ Medicine & Surgical Disposable items etc.
- 3.2 The Sole Agent/Importer 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 prescribed in the Section V, Bid Form, to the effect that they are the original Manufacturer of the required specifications of Goods.
- 3.3 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

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

- 4.1 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 contractor in the procurement process or in contract execution to the detriment of the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur; or misrepresentation of facts in order to influence bid prices at artificial, non-competitive levels and to deprive the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur to establish prices at artificial Non-competitive 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 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;*

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, in accordance with PPR 2014 (amended).

4.3 The following are the events which would lead to initiate under the PPRA Rules 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur / Government,
- iv. Non execution of work as per terms & 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 in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract.
- viii. Non-adherence to quality specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur,

PROCEDURE: The procedures mentioned in Procurement Rules 2014 (amended) of PPRA will be followed.

5. Eligible Goods and Services.

5.1 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 the clause, (a) the term "Goods" includes goods that are the subject of this invitation to Bids and (b) the Term "Services" includes related ancillary services such as transportation, cold chain services as per requirement of the product, 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items.

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Section III i.e., Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the items mentioned in the Section III i.e., Schedule of Requirements & Technical Specifications. However, Bidders cannot bid for partial quantities of an item mentioned in Section III i.e., Schedule of Requirements & Technical Specifications. **THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SECTION III i.e., SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.**

THE BIDDING PROCEDURE

8. The Governing Rules.

8.1 The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014 (amended).

8.2 In case of non-availability / allocation of sufficient required funds, the whole procurement may be scrapped and in such case the procuring agency shall incur no liability towards the prospective bidder.

8.3 Keeping in view the availability of funds, the quantity may be increased / decreased strictly as per the provision of PPRA Law / Rule.

9. Applicable Bidding Procedure.

9.1 "Single stage - Two Envelopes bidding procedure" shall be employed.

Single Stage: Two Envelope Bidding Procedure

Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

- (i) *The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;*
- (ii) *The envelopes shall be marked as "Financial Proposal" and "Technical Proposal";*
- (iii) *In the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur;*
- (iv) *The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;*

- (v) *During the technical evaluation no amendments in the technical proposal shall be permitted;*
- (vi) *After the evaluation and approval of the technical proposals, the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;*
- (vii) *The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and*
- (viii) *The lowest evaluated bidder shall be awarded the contract,*

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 to Bids, the Bidding Documents include:
- (a) Instructions to Bidders (IT'B) (Section-II)
 - (b) Schedule of Requirements & Technical Specifications (Section-III)
 - (c) Evaluation Criteria (Section-IV)
 - (d) Bid Forms (Section-V)
 - i) Letter of Intention
 - ii) Affidavit
 - iii) Technical Forms
 - iv) Financial Forms
 - (e) Draft Standard Contract (Section-VI)
 - i. Contract Form
 - ii. General Conditions of the Contract
 - iii. Special Conditions of Contract,
- 10.2 The "Invitation to Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies Between the Invitation to Bid and the Bidding Documents listed in 10.1 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.

- 11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur in writing at the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur address indicates in the Bid Data Sheet. The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation to Bids. Written copies of the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur response (including an explanation of the but without identifying the source of inquiry) shall be sent to all query prospective Bidders that have received the Bidding Documents,

12. Amendment(s) to the Bidding Documents.

- 12.1 At any time prior to the deadline for submission of bids, the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur, 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).
- 12.2 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,
- 12.3 In order to allow prospective Bidders reasonable time for taking the amendments) into account in preparing their bids, the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur, at its discretion, may extend the deadline or the submission of bids.

PREPARATION OF BIDS

13. Language of Bids.

- 13.1 All correspondence, communications, associated with preparation of Bids, clarifications, amendments, submissions 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 or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

- 14.1 The Bid shall comprise of the BID FORMs, UNDERTAKING, TECHNICAL DETAIL OF THE PRODUCT, of this Bidding Document and all those ancillary documentations that are prescribed for the eligibility of the goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.
- 14.2 The Bidder shall complete the BID FORM 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.
- 14.3 ***“That no missing documents would be acceptable in Redressal of Grievance”.***

15. Bid Price.

- 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 on free delivery to the consignee end under the Contract.
- 15.2 Form prescribed for quoting of prices is to be filled in very carefully, typed. Hand written Bid Price shall not be acceptable. every page is to be signed and stamped at the bottom.
- 15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.
- 15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage charges till the destination (on free delivery to Consignee's end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.

- 15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur.
- 15.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bid.
- 15.7 While making a price quote, 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.

16. Bid Currencies.

- 16.1 Prices shall be quoted in Pak Rupees.

17. Samples.

- 17.1 The Bidder shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur in Section 111. However, samples of cold chain (perishable / thermo-labile) goods will be called later at the time of technical evaluation of bids. **Sample of the quoted items must be submitted within 07 days of tender opening, in case of expensive item and or the items already in use institution the bidder may be exempted for provision of sample and but the bidder must inform procuring agency in writing about it**

18. Documentation on Eligibility of Bidders.

- 18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

19. Documentation on Eligibility of Goods.

- 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. Bid Security.

- 20.1 Bid Security is 2% of estimated cost of Coated Items mentioned in the tender documents in the shape of Deposit at Call (CDR) from any scheduled bank. **Attached with technical bids.**

21. Bid Validity.

- 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur. A bid valid for a shorter period shall be rejected by the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur as non-responsive.
- 21.2 The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 period of the original bid validity.

- 21.3 Bidders who,
- (a) Agree to the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or person signing the bid.

SUBMISSION OF BIDS

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 **Bid Enquiry No.**
- 23.2 The inner and outer envelopes shall:
 - (a) Be addressed to the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur at the address given in the Invitation for Bids; and
 - (b) Bid Reference, Bid Enquiry No, Items/**No, indicated in Section III, Schedule of Requirements & Technical Specifications** and a statement: "DO NOT OPEN BEFORE," the time and the date specified 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 23.3 above the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur after the deadline for submission of bids prescribed by the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur.**

- 27.1 All bids received, shall be opened by the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Rules-2014.
- 27.5 The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 Chairperson 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 & 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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. The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation of Bids.

- 30.1 The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 Financial 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacity 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur deems necessary and appropriate. Further, during SAH, the process of technical evaluation of Bidder, the QAMC, BVH, JFH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur may proceed (if feasible) on the same tender with next lowest bid.

32. Rejection of Bids

- 32.1 The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur may reject all bids at any time prior to the acceptance of a bid in accordance with Punjab Procurement Rules-2014 (PPR-2014) (amended). The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur shall upon request communicate to any Bidder who submitted a bid, the ground for its rejection of all bids, but is not required to justify these grounds.
- 32.2 The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 all bids shall be given promptly to the concerned Bidders that submitted bids.

33. Re-Bidding

- 33.1 If the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur rejects all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014,
- 33.2 The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur shall announce the results of the bid evaluation in form of a report, not inconsistent with 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur.

- 35.1 Subject to ITB Clause 28 above, no Bidder shall contact the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur, it should do so in writing.
- 35.2 Any effort by a Bidder to influence the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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. QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur Right to vary quantities at the time of Award.

- 37.1 The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur reserves the right at the time of award of Contract to increase 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur shall notify to the successful Bidder in writing that its bid has been accepted.
- 38.2 The QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur will sign the Framework Contract after fulfillment of all prescribed legal & Codal formalities. Subsequently, the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur will issue Purchase order. Framework Contract to successful bidders strictly in accordance with the Contract after fulfillment of all prescribed legal & 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 PPRA-2014, QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 rupees of the total value of the contract, under section 22(A)(B)(13) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/IID/8-21/77 (PG) dated 1st January, 2011.

41. Performance Guarantee.

41.1 Before signing of Contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the mannered prescribed by the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur.

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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur on valid reasons may extend period for a specified period of time (to be determined by the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur).

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 initiation of legal action/ debaring of firm by the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur. In such event the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur may award the Contract to the next lowest evaluated bidder or call for new bid.

42. Price Reasonability.

42.1 The prices 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.

43. Drugs Act 1976 / DRAP Act 2012 Compliance.

All supplies will comply with the provision of Drugs Act 1976/DRAP Act 2012 and rules framed there under.

44. ***“Reference of single qualified item would be submitted with in 15 days after opening of financial bids”.***

SECTION III

**SCHEDULE OF
REQUIREMENTS &
TECHNICAL SPECIFICATIONS**

Schedule of Requirements:

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

Respective Consignee's End: QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur

Free delivery to Consignee's end (DDP) basis:

Mode of penalty	DELIVERY OF 100% QUANTITY AS PER PURCHASE ORDER
Without Recovery of Late Delivery Charges	<i>(45 days for injectable /I.V Fluids & 30 days for rest of all others items) failed to comply the firm will be blacklisted and risk purchase will be done at the cost of the bidder and meet the demand of the hospital.</i>
With Recovery of Late Delivery charges @ 0.067 % per day	After 30/45 days (as the case may be)
Maximum Rate of Late Delivery Charges	Maximum limit of Late Delivery Charges is 10% after which contract will be cancelled with all legal and codal formalities.
Risk Purchase	After expiry of prescribed delivery period the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur may proceed for risk Purchase (at the risk & cost of defaulter) to ensure the un-interrupted healthcare services to the patients.

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

DEMAND OF DRUGS/MEDICINE & SURGICAL DISPOSABLE					
BID ENQUIRY NO	GENERIC	SPECIFICATIONS	ESTIMATED COST PER UNIT	TOTAL QTY	2% OF THE ESTIMATED TOTAL COST (Required for Bid Security)

NOTE:-

1. The bidder shall provide **3 samples of the quoted packs of each quoted items** along with its bid. **Sample of the quoted items must be submitted within 07 days of tender opening, in case of expensive item and or the items already in use institution the bidder may be exempted for provision of sample and but the bidder must inform procuring agency in writing about it**
2. 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.
3. 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.
4. Any further information can be obtained from the office of QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur

SECTION IV
EVALUATION CRITERIA

EVALUATION CRITERIA
BIDS EVALUATION CRITERION FOR DRUGS/MEDICINES
(FOR MANUFACTURER/ AUTHORIZED DISTRIBUTERS)

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 possess valid Drug Manufacturing License issued by DRAP (manufacturers) and valid Drug Sale License.
- ii. Valid GMP Certificate issued by DRAP Pakistan.
- 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 bid. Product that comply 100% with the advertised specifications and fulfil the requirements as per rules shall be considered.
- v. Undertaking Regarding "Non Declaration of Spurious Batch" by DTLs of the Punjab/any Competent Lab of quoted item within last three years.

MARKING CRITERIA

Sr #	DESCRIPTION	MARKS FOR EVALUATION
1	ACTIVE PHARMACEUTICAL INGREDIENT (API) SCORE	20
	Original Source / Research Molecule	20
	Source Licensed by Original or accredited by FDA/WHO/EMA	15
	Other Source	10
	<i>The firm will provide regular import trail of API alongwith supporting documents including GMP of the concerned regulatory authority, status of the source (manufacturer / Import) for last one year.</i>	
2	FINANCIAL CAPACITY OF THE MANUFACTURER Annual Turnover of last financial year	20
	2,500 Million or above	20
	Between 2,000 Million- 2,500	15
	Between 1,000 Million-2,000	10
	Less than 1,000 Million	05
<i>The bidder will provide requisite documents i.e. Federal Board of Revenue document showing the annual sale of the firm.</i>		
3	Experience of the quoted product from 01-07-2020 to 30-06-2021.	20
	Supply of the quoted product Equivalent or higher than the Advertised quantity in Private Sector Only	20
	Supply of the quoted product equivalents or higher than the advertised quantity in Private & Public Sector Only	13
	Supply of the quoted product at least 60% of advertised quantity in Private & Public Sector Only	06
	Supply of the quoted product at least 60 % of advertised quantity in Public Sector Only	03
<i>The bidder shall provide verifiable documentary evidence like commercial invoices alongwith a summary of sale of quoted product, purchase order, delivery challans and IQVIA / IMS data (unit wise data). The bidder shall also provide batch manufacturing record of the product</i>		

Note: The Bio-Equivalence / Bio Similarity studies are required for Anti Tuberculosis Drug Medicine.**QUALIFYING MARKS: 36 OUT OF 60(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”. Bidder comply with Compulsory parameters will be evaluated further for “Marking Criteria”.

Compulsory Parameters

- i. The bidder must submit the valid agency Agreement (translated in English).
- ii. The bidder must submit valid Drug Sale License
- iii. The Bidder will provide valid Drug Registration Certificate of the quoted product.
- iv. Specification quoted in the technical offer will be verified form samples provided with the bid. Product that comply 100% with the advertised specification and fulfil the requirements shall be considered.
- v. Undertaking Regarding “Non Declaration of spurious Batch” by DTLs of the Punjab/any competent Lab of quoted item within last three years.

Marking criteria.

Sr #	DESCRIPTION	CATEGORY POINTS	GRAND TOTAL
1	Bidder & Manufacturer Relationship		20
	Sole Agent Certification from Manufacturer		
	Less than one year will not be considered		
	Up to 2 years	05	
	Up to 5 year	10	
More than 5 year	20		
2	Local Market Business		25
	How many years the quoted product is being marketed in Pakistan?		
	Less than one year will not be considered		
	Up to 2 years	05	

	Up to 5 years	10	
	Up to 9 years	20	
	More than 09 years	25	
3	Compliance of Quality Standards		20
	FDA/WHO approved	20	
	Other	10	
4	International Testing (foreign principal/manufacture)		15
	Reports of WHO Accredited International Labs Performed on the product thorough any Procuring Agency.		
	1-2 Labs	07	
	3 or more	15	
5	Export of Quoted Product (foreign principal/manufacture)		20
	Developed Countries	20	
	3-5 Countries 10 Marks Above 5 Countries 20 Marks		
	Other Countries	20	
	1 mark per country 20 and above countries 20 marks		
	GRAND TOTAL		
	QUALIFYING MARKS =60 %		

EVALUATION CRITERIA

BIDS EVALUATION CRITERION FOR (I.V FLUIDS) (FOR MANUFACTURER/ AUTHORIZED DISTRIBUTERS)

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

- vi. The bidder must possess valid Drug Manufacturing License issued by DRAP (manufacturers) and valid Drug Sale License.
- vii. Valid GMP Certificate issued by DRAP Pakistan.
- viii. The bidder will provide valid Drug Registration Certificate of the quoted product: The product having less than One-year experience will be ineligible.
- ix. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfil the requirements as per rules shall be considered.
- x. Undertaking Regarding "Non Declaration of Spurious Batch" by DTLs of the Punjab/any Competent Lab of quoted item within last three years.

MARKING CRITERIA

Sr #	DESCRIPTION	MARKS FOR EVALUATION
1	ACTIVE PHARMACEUTICAL INGREDIENT (API) SCORE	20
	Original Source / Research Molecule	20
	Source Licensed by Original or accredited by FDA/WHO/EMA	15
	Other Source	10
	<i>The firm will provide regular import trail of API alongwith supporting documents including GMP of the concerned regulatory authority, status of the source (manufacturer / Import) for last one year.</i>	
2	FINANCIAL CAPACITY OF THE MANUFACTURER Annual Turnover of last financial year	
	Between 2,000 Million- 2,500	20
	Between 1,000 Millionn-2,000	15
	Less than 1,000 Million	10
	<i>The bidder will provide requisite documents i.e. Federal Board of Revenue document showing the annual sale of the firm.</i>	
3	Experience of the quoted product from 01-07-2020 to 30-06-2021.	20
	Supply of the quoted product Equivalent or higher than the Advertised quantity in Private Sector Only	20
	Supply of the quoted product equivalents or higher than the advertised quantity in Private & Public Sector Only	13
	Supply of the quoted product at least 60% of advertised quantity in Private & Public Sector Only	06
	Supply of the quoted product at least 60 % of advertised quantity in Public Sector Only	03
<i>The bidder shall provide verifiable documentary evidence like commercial invoices alongwith a summary of sale of quoted product, purchase order, delivery challans and IQVIA / IMS data (unit wise data). The bidder shall also provide batch manufacturing record of the product</i>		

QUALIFYING MARKS: 36 OUT OF 60(60%)

**BID EVALUATION CRITERIA FOR SURGICAL DISPOSABLE &
CHEMICALS 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 submit the valid Agency Agreement (translated in English).
- b. The bidder must possess valid DRAP registration or Provisional Registration certificate of the quoted product issued by DRAP Pakistan (If Applicable). The bidder will provide valid establishment License / license to import / Drug sale license.
- c. 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.
- d. Valid quality certification of FDA/JPMHLW/WHO/MDD/EMA of the quoted product.
- e. Valid free sale certificate indicating that the quoted product with same brand name is freely available in the country of manufacturer. This certificate be issued by relevant authority of the country of origin duly legalized and notarized by Pakistan Embassy.
- f. Affidavit from the sole agents that their products are freely available with same brand name in the country of manufacturer and is safe for human consumption.
- g. Three pack of samples for evaluation.
- h. Undertaking Regarding "Non Decoration of Spurious Batch" by DTLs of the Punjab/any competent Lab of quoted item within last three years.

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 submit the valid Agency Agreement (translated in English).
- b. The bidder must possess valid registration or Provisional registration certificate of the quoted product issued by DRAP Pakistan: The bidder will provide valid establishment License / license to import / Drug sale license.
- c. The product/model having less than one-year experience will be ineligible (experience will be calculated from date of registration with DRAP).
- d. 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.

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

f. Valid free sale certificate indicating that the quoted product with same brand name is freely available in the country of manufacturer. This certificate be issued by relevant authority of the country of origin duly legalized and notarized by Pakistan Embassy.

g. Affidavit from the sole agents that their products are freely available with same brand name in the country of manufacturer and is safe for human consumption.

h. 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)

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

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

b. The bidder will provide valid registration or Provisional Registration certificate of the quoted product issued by DRAP Pakistan (If applicable). The product having less than one year experience will be ineligible (experience will be calculated from date of registration with DRAP).

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

d. 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.

e. Three pack of samples for evaluation.

f. 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 PERSONAL PROTECTIVE
EQUIPMENT ETC**

(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 submit the valid agency agreement “translated in English”. (If Applicable).
- b. The bidder will provide valid Establishment License / Drug Sale License / License to Import.
- c. Valid quality certification of FDA/JPMHLW/WHO/MDD/EMA of the quoted product. (If Applicable)
- d. Valid free sale certificate indicating that the quoted product is freely available in the country of manufacturer. This certificate be issued by relevant authority of the country of origin duly legalized and notarized. (If Applicable).
- e. Three pack of samples for evaluation.

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 (Admn) may also be applicable.

SECTION V
BID FORM

BID COVER SHEET

Bid Ref. No.....

Date.....

Name of the Supplier/Firm

Contractor.....

Address:.....

E-mail: _____

Phone: _____

Facsimile: _____

Bid for: Selected Items from the Schedule of Requirements.

<i>Bid Enquiry No.</i>	<i>Name of the tendered Item/Generic</i>	<i>Brand Name</i>	<i>Manufacturer (with name and Country of Origin)</i>	<i>Drug Registration Number. (attach certificate)</i>	<i>Specifications</i>	<i>Name of API manufacturer & country of origin</i>

Sign:

Dated:

Official Stamp:

BID FORM 1**Letter of: Intention**

Bid Ref No. _____

Date of the Opening of Bids

*Name of the Firm :{ Add name e.g., Supply of Drugs and Non-Drugs etc.)*To: [Name and **address of** QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur]**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 amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents, 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 will pay the testing fee for. Samples (**1 or more depending upon the ordered quantity amounting to Rs 10 million or more**) collected from any supply to be tested by international WHO recognized laboratory and will accept the results in addition to testing by DTLs, Punjab.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 &19 of the bidding documents.

Dated this [insert: number-1day of [insert: month, [insert: years].

Signed:

In the capacity of [insert: **title or position**]
duly authorized to sign this bid for and on behalf of [insert: **name of Bidder**]

BID-FORM 2

AFFIDAVIT
(Judicial Stamp paper Rs.100/-)

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 sample(s) (**1 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 be paid directly to the international Lab and will accept the results.
10. I/We, further undertake that I/we will ready to pay the standard charges of testing samples by DTLs Punjab.
11. I/we further under take 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/affidavit for and on behalf of [insert; name of Bidder]

BID FORM 3

MANUFACTURER'S SOLE AUTHORIZATION¹

To: [Name & Address of the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur)

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 solely 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 to Bids.

Signature: _____

Designation: _____

Official Stamp: _____

This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

BID FORM 4,

Price Schedule

User Note: This form is to be filled in by the Bidder 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. _____

Bid Enquiry No.	Name of the Item (detailed specification)	Quoted Brand (name of manufacturer	Unit Price (inclusive all applicable taxes + transportation charges)
1	2	3	4

Signature: _____

Designation: _____

Date: _____

Official Stamp: _____

²If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

BID FORM 5**Performance Guarantee**

Whereas [Name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Number] dated [date] to supply [description of goods] (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid for 02 years from the date of issuance.

Signature and Seal of the Guarantors/ Hank

Address _____

Date: _____

SECTION VI
DRAFT STANDARD CONTRACT

Contract Form

AGREEMENT

THIS CONTRACT is made at _____ on day of _____ 201____ between the (hereinafter referred to as the "Purchaser") of the First Part; and M/s (firm name) a firm registered under the laws of Pakistan and having its registered office at (address of the firm) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Purchaser invited bids for procurement of goods, in pursuance whereof M/s (firm name) being the Manufacturer/ authorized sole agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas, the Purchaser has accepted the bid by the Supplier as per following detail;

Item No.	Item Name	Approved Specification	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR)

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. The Contract: The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz
 - a. This Contract Form
 - b. The Schedule of Requirements **Annex- A**
 - c. Special Conditions of Contract & the Technical Specifications **Annex- B**
 - d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. **Annex- C**
 - e. The Notification of Award (AAT) **Annex- D**
 - f. Purchase Order **Annex-E**
 - g. Payment Schedule **Annex-F**
 - h. The General Conditions of Contract: **Annex-G**
 - i. Performance Guarantee/Security **Annex-H**
 - j. Manufacturer's certificate of warranty under Drugs Act 1976/DRAP Act 2012 & rules framed thereunder **Annex-I**
 - k. The bidding document **Annex-j**

2. interpretation:

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":

3. The Term of the Contract:

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

4. 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 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur under any law, Contract or other instrument be void able at the option of QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur.
- v. Not with standing any rights and remedies exercised by QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur in this regard, [The Supplier] agrees to indemnify QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [The-Supplied] 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur.
- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration mutually 'agreed by both parties. The name of the Authority 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.

5. 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 (Annex C).
- ii. Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item.
- iii. The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

6. 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 provision: of this contract at the time and in the manner prescribed by this Contract.

7. Mode of Payment:

All payments to the Supplier shall be made through Crossed Cheques issued in the name of (supplier's name).

the risk & cost of defaulter) to ensure the un-interrupted healthcare services to the patients.

11. 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:

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____(the place) and shall enter into force on the day, month and year First above mentioned.

Signed/ Sealed: For The Manufacturer/
Authorized Agent.

Sealed & Signed on behalf of Purchaser

Witnesses-1 on behalf of the Contractor

Witnesses-1 on behalf of the Purchaser

Witnesses-2 on behalf of the Contractor 1

Witnesses-2 on behalf of the Purchaser

C.C.

1. _____
2. _____
3. _____

Annex. A

SCHEDULE OF REQUIREMENTS

ANNEX. B

SPECIAL CONDITIONS OF THE CONTRACT AND 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 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 pilfer proof / 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). **iv.** The quality of packing material, its labeling, packing structure and printing will be same as that of their commercial supply but according to government supply color scheme,
- 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& rules framed thereunder 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.

"PUNJAB GOVERNMENT PROPERTY"

"NOT FOR SALE"

Note:- Green color pack scheme relaxation in supply order having quantities less than batch size with penalty (1% of ordered amount)

d. MIS Branded Drugs.

- i.** If drug testing is failed due to Mis Branding 25% penalty of all contract amount will be deducted and action will be taken against the firm.
- ii.** Risk Purchase of the same item declared as MIS Branded will be implemented.
- iii.** Process of black listing of the companies who caused this inconvenience & provided Mis branded Medicine will be initiated by the concerned procuring agencies under the administrative control of SHC&ME department and Provincial Quality control Board will also take strict action under rules instead of issuing simple warning.

e. Shelf life:

- i. The shelf life must be up to 85% for the locally manufactured drugs & 75% for **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"

f. Testing/ Verification Procedures:

- i. After delivery of drugs and medicines at the Purchaser's premises, the Consignee shall send the samples from all batches of each consignment of the supplied store to the Drugs Testing Laboratory, Punjab for testing. 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/DIU1P Act 2012/ & rules framed thereunder. 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 sample(s) (1 or more depending upon the ordered quantity amounting to Rs. 10 million or more) at random from any batch/ Supply. The sample(s) 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 stores without any further charges.

g. 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. The goods shall be delivered ensuring quality, quantity, safety & efficacy of supplied medicines & surgical disposable items.
- 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 / thermolabile (perishable) items must be delivered in a safe and proper manner, prescribed for such types of items.

Annex. C

PRICE SCHEDULE SUBMITTED BY THE BIDDER

(The approved price schedule submitted by the Bidder will be attached)

Annex. D

NOTIFICATION OF AWARD/
ADVANCE ACCEPTANCE OF TENDER

Annex. E

PURCHASE ORDER

Annex-F**PAYMENT SCHEDULE**

- i. 100% Payment to the Suppliers will be made by the (DDO) of QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur;
 - a. against satisfactory performance and upon submission of required documents (standard quality test/analysis report from concerned DTL and satisfactory inspection report from Inspection committee) 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 and DTL, Testing Charges.
- ii. **Part Supply is allowed but part payment is not allowed. The Payment will only be made after the receipt of complete supply within due time.**

(However, if there is any alternate payment schedule, agreed by the Purchaser and Supplier, will be annexed here (it can be followed).

General Condition 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 (QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur) 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" mean the General Conditions of Contract contained in this section.
- f. "SCC" means Special Conditions of the Contract.
- g. "The Purchaser" means the, Name & Address of QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur, working under the -Specialized Healthcare & Medical Education Department.
- h. "The Supplier" means the individual or firm supplying the goods under this Contract.
- i. "Day" means calendar day.

2. Application

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

3. 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/ QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur) 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 as 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. **Sample of the quoted items must be submitted within 07 days of tender opening, in case of expensive item and or the items already in use institution the bidder may be exempted for provision of sample and but the bidder must inform procuring agency in writing about it**

8. Ensuring Storage Arrangements

- 8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser/ QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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.

Noting in GCC Clause 9 shall in any way released to the supplier from any warranty or other obligation 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:

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 purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.

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 reduce 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 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, 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur; 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 harming, or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the action 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 QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur 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 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.

21.2 The following are the events which would lead to initiate under Fraudulent Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for to procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities contractual obligations resulting loss to QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur / Government.
- iv. Non execution of work as per terms & 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 in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract

- viii. Non-adherence to qualified specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the QAMC, BVH, JFH, SAH, SON & Allied institute Bahawalpur.

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 title 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 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 dispute concerning the interpretation and/or application of this contract shall be settled through arbitration under the Arbitration Act of 1940 (an 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.