



Primary & Secondary
Healthcare Department

TENDER DOCUMENT

(PROCUREMENT OF DENTAL ITEMS &
MATERIALS THROUGH OPEN COMPETITIVE
BIDDING)

(FINANCIAL YEAR 2023-24)

Directorate General Health Services, Punjab

**GOVERNMENT OF THE PUNJAB
PRIMARY & SECONDARY HEALTHCARE
DEPARTMENT**

CONTENTS

Tender Data Sheet

SECTION 1

Invitation to Tender

Letter of Invitation

SECTION II

Instructions to Bidders

1. Scope of Bid
2. Source of Funds.
3. Eligible Bidders
4. Corruption and Fraud & Mechanism of Blacklisting
5. Eligible Goods and Services
6. Cost of Bidding.
7. BiddingforSelectiveItems.

The Bidding Procedure

8. The Governing Rules
9. Applicable Bidding Procedure.

The Bidding Documents

10. Contents of the Bidding Documents
11. Clarification(s) on Bidding Documents
12. Amendment(s) to the Bidding Documents.

Preparation of Bids

13. Language of Bids
14. Documents comprising the Bids.
15. Bid Price.
16. Bid Currencies.
17. Samples.
18. Documentation on Eligibility of Bidders.
19. Documentation on Eligibility of Goods
20. Bid Security
21. Bid Validity
22. FormatandSigningofBids.

Submission of Bids

23. Sealing and Marking of Bids
24. Deadline for Submission of Bids
25. Late Bids
26. Withdrawal of Bids

Opening and Evaluation of Bids

27. Opening of Bids by the Procuring Agency
28. Clarification of Bids
29. Preliminary Examination
30. Evaluation of Bids
31. Qualification of Bidder
32. Rejection of Bids
33. Re-Bidding

34. Announcement of Evaluation Report
35. Contacting the Procuring Agency
36. Grievance Redressal
- Award of Contract
37. Acceptance of Bid and Award Criteria
38. Procuring Agency's Right to vary quantities at the time of Award
39. Notification of Award.
40. Limitation on Negotiations
41. Signing of Contract
42. Performance Guarantee
43. Price Reasonability Certificate
44. Drug Act/DRAP Act Compliance

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

SECTION IV

EVALUATION CRITERIA

SECTION V

BID FORM

BID COVER SHEET

† BID FORM 1

BIDFORM2

BIDFORM3

BIDFORM4

BIDFORM5

BIDFORM6

SECTION VI

DRAFT STANDARD CONTRACT

Special Conditions of the Contract

General Conditions of the Contract

TENDER DATA SHEET

ITB Reference	Description	Detail
ITB Clause 24	Last date and time for the receipt of bids	<u>LAST DATE FOR BID</u> <u>SUBMISSION 16-11-2023</u> <u>TILL 11:00 A.M</u>
ITB Clause 27	Date, time and venue of opening of technical bids	DATE: 16-11-2023 AT 11.30 A.M VENUE: Committee Room of DGHS
N/A	Tender/Bid Reference No. (For Drugs / Medicines)	PC-OCB/DENTAL/2023-24
ITB Clause 16	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination (DDP Basis)
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	2% of Estimated Cost as given in TENDER against each Item
ITB Clause 21	Bid validity period	180 days from the date of the submission of bids
ITB Clause 09	Bidding procedure	Single Stage – Two Envelope bidding procedure
ITB Clause 27	Directorate General Health Services, Punjab 24-Cooper Road, Lahore Tel: +924299201145	

SECTION I
INVITATION TO BID



Primary & Secondary
Healthcare Department

LETTER OF INVITATION

SUBJECT: INVITATION FOR TENDER OF PROCUREMENT OF DENTAL ITEMS & MATERIALS THROUGH OPEN COMPETITIVE BIDDING FOR THE FINANCIAL YEAR 2023-24.

Dear Sir/ Madam

Directorate General Health Services, Punjab invites sealed Bids (Technical & Financial) from Manufacturers/Sole Agents of foreign manufacturers/principals & authorized distributors on behalf of registered firms for the supply of Procurement of Dental Items & Materials through Open Competitive Bidding for the FY 2023-24 on free delivery to Consignee's end basis. Detailed technical specifications along with quantities of Dental Items & Materials are given in the Tender Documents.

2. The bidder must bid for entire/total quantity. Bid for partial quantity will straightway be rejected.

3. Bidders can download the Tender Documents containing tender's item specifications, quantity, terms & conditions from the websites of PPRA, DGHS <https://dghs.punjab.gov.pk/tenders> as well as Primary & Secondary Healthcare Department (<https://pshealthpunjab.gov.pk/Home/Tenders>) for information only. Same can be obtained from purchase cell, DGHS until the closing date for the submission of bids.

4. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. The envelopes shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters. The outer envelope shall clearly be **marked with Tender Enquiry No.** for which the proposal is submitted. Financial Proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders. **It is advised that financial proposals should be submitted separately for each quoted item.**

5. The last date and time for bid submission is **16-11-2023 up till 11:00 A.M.** Bid must reach The Purchase Cell, Directorate General Health Services Punjab, 24 Cooper Road, Lahore on **16-11-2023 up till 11:00 A.M** which shall be opened on the same date at **11:30 A.M.**

6. The firms shall pay a non-refundable Tender/bidding document Fee of Rs. **5000/-** of Tender/bidding documents at accounts office of Directorate General Health Services, Punjab.

7. All bids should be submitted in Tape Binding and properly sealed in envelopes. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the Tender Documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.

8. In case the date of opening or last date of sale 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.

Note:

- 1) The Procurement/Bidding Process shall be governed by the Punjab Procurement Rules, 2014.**
- 2) Item(s) shall be quoted in Technical & Financial Proposal with both Brand Name(s) and generic name.**
- 3) The bidder shall attach unhidden photocopy of 2% Bid Security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR), with Technical Proposal (hard copy) and Original with Financial Proposal.**

**Director General Health Services, Punjab,
Primary & Secondary Healthcare Department
Government of the Punjab, Lahore.**

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

SECTION II

**INSTRUCTIONS TO
BIDDERS**

1. Scope of Bid

1.1 DGHS, Government of the Punjab, invites sealed bids from Manufacturers/Sole Agents of Foreign Manufacturers/principals & Authorized distributors on behalf of registered firms for Dental Items & Materials for DGHS & Health Facilities in Punjab working under the administrative control of Primary & Secondary Healthcare Department as per quantities and specifications more specifically described in **Section III of the Tender Documents** Schedule of Requirements & Technical Specifications.

2. Source of Funds

2.1 Government of the Punjab.

3. Eligible Bidders

3.1 This Invitation to Bid is open to all manufacturers/authorized sole agents of foreign manufacturers/principals and Authorized distributors on behalf of registered firms for the year 2023-24 for Dental Items & Materials more specifically described in the Section III, Schedule of Requirements & Technical Specifications.

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 as 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 procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for,*

or solicitation of anything of value by any public official during the exercise of his duty; it may include any of the following practices:

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party.

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

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

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

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

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, for a stated or indefinite period.

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 Blacklisting / Debarment process.

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / 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 procuring agency.

PROCEDURE: The procedure mentioned in Punjab Procurement Rules 2014 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 this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding

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

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 TOTAL 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, of the Government of Punjab.

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 procuring agency.*
- (iv) the procuring agency 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 procuring agency 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 for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB)(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
- (f) Draft Standard Contract (Section-VI)
 - i. Contract Form
 - ii. General Conditions of the Contract
 - iii. Special Conditions of Contract,

10.2 The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed 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 Procuring Agency in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than **Ten (10) days** prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents

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

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 or through official website of DGHS, and shall be binding on them.

12.3 To allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring

Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

13. Language of 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.

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, preferably typed. Any alteration/correction must be initialed. 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 Procuring Agency.

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 (PKR) on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination (DDP Basis).

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 Procuring Agency in Section III.

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 Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

19. 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 The bidder shall submit 2 % bid security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR)/Pay Order/SDR from any scheduled bank.

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

Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

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

21.3 Bidders who:-

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

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

22.2 The original bid shall be typed or written in indelible ink. 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 persons signing the bid.

22(a). Submission of Bids/Proposals.

The bidder must submit Bid/Proposal via by hand submission by firm's authorized representative before date and time mentioned in letter of invitation.

In case of any discrepancy & conflict, the record submitted in hard form will prevail. All blank fields are mandatory to fill/complete and submit hard copy of bidding documents and relevant required documents in tape binding with page number mentioned on each page with sign and stamp. The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals.

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 Reference Number & Tender No.**

23.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference, Tender 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 23.4 above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

24. Deadline for Submission of Bids

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

24.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the

bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

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

26. Withdrawal of Bids

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

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in initiation of legal action against the firm.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Procuring Agency.

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

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

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

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

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

28. Clarification of Bids.

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

29. Preliminary Examination.

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

29.2 In the Financial Bids, the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

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

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

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

30. Evaluation of Bids.

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

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria Least Cost Method 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, if required on C&F basis.

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. Qualification of Bidder

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

31.2 The procuring Agency may conduct surprise inspection either itself or through third party of firms during validity of bid period, however in case of unsatisfactory compliance condition to the standards; the procuring agency reserves the right to initiate legal proceedings besides disqualification.

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

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

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

31.6 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, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31.7 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

32. Rejection of Bids

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

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

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

33. Re-Bidding

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

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

34. Announcement of Evaluation Report

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

35. Contacting the Procuring Agency

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

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

36. Grievance Redressal

- 36.1 Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Bid evaluation report.

AWARD OF CONTRACT

37. Acceptance of Bid and Award Criteria

- 37.1 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.

38. Procuring Agency's Right to vary quantities at the time of Award as per PP Rule 59 (c)-iv

- 38.1 The Procuring Agency may vary in quantities as per Punjab procurement rule 59 (c)-iv against the quantity of goods originally specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPRA 2014.

39. Notification of Award

- 39.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.
- 39.2 DGHS under the administrative control of The Primary & Secondary Healthcare Department will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Security within 10 (Ten) days after receiving of AAT. After receipt of Performance Guarantee, the DGHS will sign the Contract and subsequently Purchase Orders will be issued accordingly.
- 39.3 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

40. Limitation on Negotiations.

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

41. Signing of Contract.

- 41.1 The Contract is to be made on stamp Paper worth of Rs. @ 25 paise per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January 2014.

42. Performance Guarantee.

- 42.1 Before signing of Contract, the successful Bidder shall furnish

a Performance Guarantee in the form of **2%** of awarded item(s), on the Form and in the mannered prescribed by the Procuring Agency.

42.2 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.

42.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.

43. Price Reasonability.

43.1 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.

44. Drugs Act/ DRAP Act Compliance.

All supplies will comply with the provision of Drugs Act 1976/DRAP Act 2012 and Punjab Drugs (Amendments) Act 2017 and rules framed there under.

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS



TECHNICAL SPECIFICATIONS & QUANTITIES FOR DENTAL ITEMS & MATERIALS THROUGH OCB FOR THE FINACIAL YEAR 2023-24
Annexure-I

DENTAL ITEMS & MATERIALS

Sr.	Name of items	Pack Size	Specifications	Estimated Unit Price (PKR)	Estimated Quantities
1	Disposable Face Masks	Pack	Disposable Face Masks, Pack of 100 or less, Packed in carton	550	30,650
2	Endodontic Burs FG <2.3mm	Each	Endodontic Burs FG <2.3mm packed	450	16,940
3	Tungsten Carbide Burs FG	Each	Tungsten Carbide Burs FG packed	550	5,350
4	Polishing Brushes	Each	Polishing Brushes packed	35	69,100
5	Barrier Films	Roll	Barrier Films packed in rolls	2,600	2,597
6	Inj. Xylocaine 2% with adrenaline	Pack	Inj. Xylocaine 2% with adrenaline Pack of 50 packed in carton	850	18,390
7	Dental Needles Long 27G	Pack	Dental Needles Long 27G, pack of 100, packed in carton	1,900	11,480
8	Dental Needles Short 27G (Pack of 100)	Pack	Dental Needles short 27G, pack of 100, packed in carton	1,900	11,480
9	Cement Glass Ionomer (15g+8g(6.9ml) (P/L)	Pack	Cement Glass Ionomer (15g+8g(6.9ml) (P/L) packed	7,500	8,285
10	Cement Zinc Phosphate	JAR	Cement Zinc	3,000	3,652

			Phosphate, packed in JAR		
11	Cement Zinc Oxide Eugenol (100g+30ml)	Pack	Cement Zinc Oxide Eugenol (100g+30ml) packed	9,000	3,325
12	Composite (Flowable)	Syng	Composite (Flowable), packed in Syringe	2,800	2,987
13	Silver Alloy Reinforced (32g+8.9ml)	Pack	Silver Alloy Reinforced (32g+8.9ml) packed	24,000	1,148
14	Mercury for Amalgam Filling	100g BTL	Mercury for Amalgam Filling packed in 100g bottle	3,250	1,839
15	Calcium Hydroxide Paste (4.5g+ 3ml)	Pack	Calcium Hydroxide Paste (4.5g+ 3ml) packed	6,080	1,148
16	Endomethasone (14g + 10ml)	Pack	Endomethasone (14g + 10ml) Packed	15,000	821
17	Paper Points (15-40, 45-80, 90-140)	Pack	Paper Points (15-40, 45-80, 90-140) packed	900	5,200
18	Gutta Percha Points (15-40, 45-80, 90-140)	Pack	Gutta Percha Points (15-40, 45-80, 90-140) packed	900	5,200
19	Paper Points (for Rotary Protaper)	Pack	Paper Points (for Rotary Protaper) packed	900	1,300
20	Gutta Percha Points (for Rotary Protaper)	Pack	Gutta Percha Points (for Rotary Protaper) packed	900	650
21	Alveogyl 10g	JAR	Alveogyl 10g,packed in jar	18,625	966
22	Detartrine 45g	JAR	Detartrine 45g, packed in jar	11,000	1,018
23	Anatomic Wooden Wedges (Pack of 100)	Pack	Anatomic Wooden Wedges Pack of 100, packed in	2,250	966

			carton		
24	Matrix Band Roll 1 Meter	ROLL	Matrix Band Roll 1 Meter, packed in rolls	600	1,070
25	Root Canal Sealer Silver Free (15g+15ml)	Pack	Root Canal Sealer Silver Free (15g+15ml) packed	11,000	416
26	NON Wooven Sponges / Dental Gauze 2x2 4PLY (Pack of 200)	Pack	NON Wooven Sponges / Dental Gauze 2x2 4PLY Pack of 200, packed in carton	350	11,090
27	Hand Piece Oil	BTL	Hand Piece Oil, packed in Bottle.	1,800	1,018
28	EDTA Gel	SYR	EDTA Gel, packed in syringe	2,950	364
29	Ladermax Gel 5g	Tube	Ladermax Gel 5g, packed in tube	12,000	364
30	Clove Oil (50ml)	BTL	Clove Oil (50ml), packed in bottle	500	1,891
31	Disposable Dental Mini Examination Kit (7pcs)	KIT	Disposable Dental Mini Examination Kit (7pcs), packed as kit.	150	18,910
32	Barbed Broaches	Pack	Barbed Broaches, packed in carton	1,200	1,352
33	Sodium hypochlorite solution for root canal	750ml Bottle	Sodium hypochlorite solution for root canal packed in 750ml bottle	450	1,300
34	Pulpotec (15g +15ml)	Pack	Pulpotec (15g +15ml) packed	20,500	992
35	Scaler tips	Each Tip	Scaler tips packed	995	2,021
36	K-type files (6,8,10,15-40) Imp (set)	Pack of 6	K-type files (6,8,10,15-40) Imp (set),packed as set	550	4,550
37	C-types files (6,8,10,15-40) Imp (set)	Pack	C-types files	995	4,550

		of 6	(6,8,10,15-40) Imp (set),packed as set		
38	Ni-Ti K Files (15-40)	Pack of 6	Ni-Ti K Files (15-40), packed as pack of 6.	550	1,820
39	K Reamers (15-40, 45-80, 90-140)	Pack of 6	K Reamers (15-40, 45-80, 90-140) packed as set	500	1,820
40	H Files (15-40, 45-80, 90-140)	Pack of 6	H Files (15-40, 45-80, 90-140) packed as set	500	1,820
41	Temporary Filling Material (Provis)	Pack	Temporary Filling Material (Provis), packed as pack.	670	3,314
42	Spiral Fillers (Pack of 6)	Pack	Spiral Fillers (Pack of 6), packed as pack.	950	2,470
43	Endopost With Drills (240 Ports + 06 Drills)	Kit	Endopost With Drills (240 Ports + 06 Drills), packed as kit.	48,000	156
44	Fiberpost With Drills (24 Ports + 04 Drills)	Kit	Fiberpost With Drills (24 Ports + 04 Drills), packed as kit.	55,000	156
45	Glassmirror Tops	Unit	Glassmirror Tops packed	90	30,650
46	Steel Surgical Cutting Burs (Round, Fissure)	Unit	Steel Surgical Cutting Burs (Round, Fissure), packed	3,000	1,690

Note:

1. The estimated cost is for calculation of bid security only. Moreover, in case of variation in pack size of dosage form (liquid) rates will be calculated on per ml basis.
2. The bidder shall provide 02 commercial packs/leaflet/literature/brochure of the quoted brand of each quoted item along with its bid. Packaging/packing material of the Drug/Medicine/Medical Devices shall be of same quality/strength/gauge/grammage as supplied in local market.
3. The packaging of glass bottle (oral/injectable) and plastic bottle/HDPE/PVDC material shall be as per submitted commercial samples for the pharmaceutical finished product packaging.
4. 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.

5. For experience of the quoted product, the experience of offered pack size/volume will be considered.
 6. For thermolabile 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 & thermology data from factory to Consignee's end.
 7. Any further information can be obtained from the office of Purchase cell DGHS Address 24-Cooper Road Lahore.
-

SECTION IV

EVALUATION CRITERIA

(A) TENDER/BID TECHNICAL EVALUATION
CRITERIA FOR DENTAL ITEMS & MATERIALS

Failure to comply with any compulsory parameter will result in “non-responsiveness of the bidder for quoted item”.

Part-1: - COMPULSORY PARAMETERS

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

Sr. No.	PARAMETERS	DOCUMENTS REQUIRED
01	Original receipt of purchase of tender	Original receipt 5000/-
02	Nationality / Identity	CNIC copy of CEO/owner
03	Valid DML	Valid DML/ License to Manufacture Medical Devices on form-3 /License to Import Medical Devices on form-4 issued by DRAP. (Where Applicable)
04	Valid DSL	The firm must provide valid Drugs Sale License. (Where Applicable)
05	2% Bid Security of estimated cost	Copy with technical bid and original with financial bid
06	NTN / GST and ATL	The bidder must provide the NTN/GST registration certificate and proof of enlistment on the Active Tax Payer List (ATL) available on Federal Broad of Revenue (FBR) website
07	Product Eligibility (Quoted Products having less than one year availability shall not be eligible)	It will be confirmed from the purchase orders / supply orders
08	Quoted item must comply 100% with the advertised technical specifications	The offered specifications of the quoted item must comply with the advertised technical specifications. Incomplete offer will straightaway be rejected. Firm will also submit documentary evidence of complete specification along with affidavit on 100 Rupees stamp paper that it will fulfill all requirements mentioned in the advertised specifications if declared successful in the subsequent bidding process.
09	Acceptance of terms and conditions	The firm will submit affidavit on notarized judicial stamp Paper of Rs. 100/- that all terms and conditions as mentioned in Bidding documents are accepted.
10	Sole Agency Agreement / Authorization Letter	The bidder will provide valid Sole agency agreement / authorization letter from the principal/Sole Agent.
11	Country of Origin, Country of Manufacturer	The firm will submit the affidavit regarding the country of origin, brand name and country of manufacturer of quoted product on notarized judicial stamp paper of Rs. 100/-. The product must be available on the website of the manufacturer (in case of imported product). The firm must mention the brand name of the quoted product on bid data sheet.

12	Non-Conviction Non-Blacklisting/Non- Debarment	Under taking on notarized stamp paper of Rs.100/- The firm is neither convicted by any court of law nor blacklisted/debarred by DGHS, Punjab.
----	--	---

Part-II: - ORDINARY PARAMETERS

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

Sr. No.	Parameters	Detail	Total Marks	Remarks												
1.	Past Performance of the Bidder (Since July 2019 till submission of Bid)	<p>Public Sector institutions:</p> <table border="1"> <tr> <td>i.</td> <td>01 year</td> <td>05</td> </tr> <tr> <td>ii.10</td> <td>02 year</td> <td>10</td> </tr> <tr> <td>iii.</td> <td>03 year</td> <td>15</td> </tr> <tr> <td>iv.</td> <td>04 year</td> <td>20</td> </tr> </table> <p>Note:</p> <p>i. Minimum one purchase order for each year of the quoted item.</p> <p>ii. Less than one year experience will not be considered.</p>	i.	01 year	05	ii.10	02 year	10	iii.	03 year	15	iv.	04 year	20	20	The claim requires documentation (Purchase Orders along with Delivery Challans) of the public sector institution(s).
i.	01 year	05														
ii.10	02 year	10														
iii.	03 year	15														
iv.	04 year	20														
2.	Certificates (Quality of quoted product and bidders credibility)	<table border="1"> <tr> <td>i.</td> <td>Valid ISO Certification</td> <td>05</td> </tr> <tr> <td>ii</td> <td>Valid quality certification of the quoted product CE / JMHLW / US FDA approval certification or prequalification by WHO</td> <td>05</td> </tr> <tr> <td>iv</td> <td>Establishment License issued by DRAP</td> <td>05</td> </tr> </table>	i.	Valid ISO Certification	05	ii	Valid quality certification of the quoted product CE / JMHLW / US FDA approval certification or prequalification by WHO	05	iv	Establishment License issued by DRAP	05	15	Valid copies of certificates/letters required.			
i.	Valid ISO Certification	05														
ii	Valid quality certification of the quoted product CE / JMHLW / US FDA approval certification or prequalification by WHO	05														
iv	Establishment License issued by DRAP	05														
3.	Financial status of Bidders	The Cumulative turnover of the three financial year FY 2019-20, 2020-21 & 2021-22 must be at least equivalent to estimated cost of the quoted item (s).	20	Relevant documents to be attached (FBR income tax / sale tax returns are required to be submitted).												
4.	Technical/Managerial Staff of bidders	<table border="1"> <tr> <td>i</td> <td>Managerial staff</td> <td>05</td> </tr> <tr> <td>ii</td> <td>Technical Staff</td> <td>05</td> </tr> </table>	i	Managerial staff	05	ii	Technical Staff	05	15	The bidder is required to attach attested copy of the relevant Degree and appointment						
i	Managerial staff	05														
ii	Technical Staff	05														

		iii	Sales staff	05		letter of concerned technical and managerial staff
		1 Mark for each staff.				

Total marks of Ordinary Parameters: 70
 Qualifying marks in Ordinary parameters: 42 (60%)

Note:

1. The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.
2. The bidder shall provide 2 packs of samples/brochures / leaflets of the quoted brand of each quoted item along with its bid for evaluation by END USER.

**SECTION
V
BID FORM**

BID COVERSHEET

Bid Ref. Tender: -----

Date: -----

Name of the Supplier/Firm Contractor: -----

Address:-----

E-mail: _____

Phone: _____

Facsimile: _____

Bid for:

Selected Items from the Schedule of Requirements:

<i>Tender Enquiry/ Item No.</i>	<i>Name of the tendered Item</i>	<i>Brand name quoted</i>	<i>Drug Registration Number (attach certificate)</i>	<i>Specifications</i>	<i>Name of API manufacturer & country of origin</i>
1					
2					
3					
4					
5					
6					
7					

Signed:

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/Medicines}

To: ***[Name and address of Procuring Agency]***

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

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

Signed:

Inthecapacityof ***[insert titleorposition]***

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

BIDFORM₂

AFFIDAVIT

(Stamp paper Rs.100/-)

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents, have fully understood it and accept all terms and conditions as mentioned in this document.
- 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 DGHS, Punjab
- 8) That the prices offered are not more than trade price.
- 9) I/We further undertake that I/we will be ready to pay the standard charges/fee of testing samples by DTLs Punjab.
- 10) I/we further undertake to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.

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

Signed:

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

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

BID FORM 3

MANUFACTURER'S SOLE AUTHORIZATION¹

To: *[Name & Address of the Procuring Agency]*

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 & 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature:

Designation:

Official Stamp:

¹This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

BIDFORM4

Price Schedule

User Note: *This form is to be filled in by the Bidder for quoted items/products 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:

Sr. No.	Name of the tender Item	Quoted Brand	Unit Price (inclusive all applicable taxes if any + transportation charges)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes if any)
1	2	3	4	5	6	7	8
					4*5		6-7
TOTAL							

A) FINAL TOTAL PRICE: -----

B) DISCOUNT²: -----

C) FINAL QUOTED PRICE: -----

(C=A-B)

Signature:-----

Designation: -----

Date: -----

Official Stamp: -----

² If 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

To: *[Name & Address of the Procuring Agency]*

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 2% 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, upto 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 until the _____ day of _____, 202__

Signature and Seal of the Guarantors/ Bank

Address

Date

SECTION VI
DRAFT STANDARD
CONTRACT

Contract Form

AGREEMENT

THIS CONTRACT is made at _____ on _____ day of 202.., 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 Specifications	Unit Price in PKR/ quoted Currency (As per contract)	Quantity	Total Cost (PKR/quoted Currency)

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 of Procuring Agency **Annex- J**
 - l. Integrity Pact **Annex- H**
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 from Government of Punjab, except that which has been expressly declared pursuant hereto.
 - iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
 - iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.
 - v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
 - vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration mutually agreed by both parties/ Additional Chief Secretary or his nominee. 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 Item 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 provisions 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] in case of DDP.

Payment Schedule: All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.

8. **Performance Guarantee/Security:**

(i) The Supplier, within 10 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 02% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.

(iii) Failure to submit a Performance Guarantee/Security shall result into cancellation of contract & blacklisting of firm.

9. **Penalties/ Liquidated Damages**

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

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

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

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

(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and after issuance of subsequent contract/purchase order by the consignee, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**

10. **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-1onbehalfoftheContractor

Witnesses-1onbehalfofthePurchaser

Witnesses-2 on behalf ofthe Contractor

Witnesses-2 on behalf of the Purchaser

C.C:

1. -----
2. -----
3. -----

Annex-A**Schedule of Requirements**

The supplies shall be delivered in accordance with the Contract/Purchase Orders issued by Director General Health Services Punjab, as per following schedule of requirements: -

Respective Consignee's End:

- i. **Designated warehouse situated in Lahore, Multan or any other designated warehouse in Punjab.**

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

Supply schedule	Delivery of Qty. without Penalty	Grace Period	TOTAL DELIVERY PERIOD
100% of the ordered quantity Immediately after Receiving of Contract/Purchase Order	60 Days	15 Days	75 Days
With penalty @ 0.067 % per day	After Completion of due delivery period specified against each installment penalty @ 2% per month (0.067 per day) shall be imposed within contract period.		

Note:

1. **The procuring agency may alter the schedule of requirement at the time of issuance of purchase order keeping in view of the quantity of the medicine as well as the requirement of the department.**

Annex-B

Special Conditions of the Contract **& Technical Specifications**

a). **Product Specifications.**

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

b). **Labeling and Packing**

- i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.
- ii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip/ Blister, Tubes etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license no., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in strip / blister pack (one side aluminum and other side PVC/PVD). Expiry date must be printed on each strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps.
- iii. The condition of green packing is relaxed for drugs imported in finished form, but the supplier will be instructed to print/stamp/affix a sticker as per requirement of individual item (*after considering the condition of storage of each item*).
- iv. The quality of packing material, its labelling, 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/Medicine & Medical device for human consumption etc. in accordance with the Drugs Act 1976, DRAP Act 2012, Punjab Drugs (Amendments) Act 2017 & rules framed thereunder on notarized stamp paper of Rs.100/-
- ii. 2-D Data Matrix Bar code is compulsory (for Local Manufacturers) to be placed at unit carton of supplies to be received at MSD/Sub-MSD of DGHS as per regulatory requirement.
- iii. 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”

- iv. After signing of the Contract, the Supplier shall submit the samples of finished medicines in accordance with the above instructions for approval of the department. All subsequent supplies must be in accordance with the approved samples.
 - v. The Artwork of final packaging/label will be approved by the committee notified by procuring agency.
- d). **Shelf life**
- i. The shelf life must be upto **85% for the locally manufactured drugs** and **75% for the imported drugs**.
 - ii. The lower limit of the shelf life must be upto **80% and 70% with imposition of 1% penalty** charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.
 - iii. In case of *vaccines & other biotechnical products*, the stores with the **shelf life up to 70%** will be accepted without penalty charges and **up to 60%** with imposition of **1% penalty** charges of actual shortfall in shelf life below prescribed limit”
- e). **Testing/Verification Procedures**
- i. After delivery of drugs and medicines at the Purchaser’s premises, the 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/DRAP Act 2012/ Punjab Drugs (Amendments) Act 2017 & rules framed thereunder. **The cost of the lab tests shall be borne by the Supplier. The firm shall be bound to provide primary reference standard (s)/traceable secondary standard (s) to the concerned Drugs Testing Laboratories of Punjab as and when demanded. In case of secondary reference standard, the certificate of analysis and proof of traceability shall also be provided by the contractor.**
 - ii. In case of **Adverse/failure** report of any batch, the Supplier will be intimated and they will be bound to re-supply the **entire freshstock** 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 case will be dealt as per Drugs Act 1976/DRAP Act 2012/Punjab Drugs (Amendments) Act 2017 and disposal of substandard stocks.
 - iii. 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.

f) Transportation/Delivery Requirements

- i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. The goods shall be delivered through reputable courier service having following features to ensure quality, quantity, safety & efficacy of supplied medicines & surgical disposable items:
 - a. Traceable online dispatch and delivery record
 - b. Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies
- 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 (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.
- iv. The firm will be bound to provide stocks in reefer container(s) for delivery of goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods.

g) Integrity Pact

The Supplier shall provide affidavit of integrity pact for awarded item/items with contract value equal to or more than 10 million Rupees on the prescribed format on stamp paper of Value Rs:100/- as per Annexure-H.

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 concerned Purchaser/Disbursing & Drawing Officer (DDO).
 - a. against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.*
 - b. on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.**
- ii. Part Supply as per given delivery schedule and Part Payment is allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply as per schedule mentioned in schedule of requirement within due time.*

Annex- G

General Conditions of Contract (GCC)

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Purchaser (DGHS) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
 - (c) “The Goods” means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) “The Services” means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means Special Conditions of the Contract.
 - (g) “The Purchaser” means the Government of Punjab, District Health Authority, *itself*.
 - (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 substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Purchaser) the price difference shall be paid by the Supplier.
- 4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser’s premises, burning, dumping, or incineration.
- 5. Use of Contract Documents and Information.** 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3

- Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
- 6. Patent Rights** 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 7. Submission of Samples** 7.1 Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.
- 8. Ensuring storage arrangements** 8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser 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
- 9.3 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
- Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

- 10. Delivery and Documents**
- 10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
- 10.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- 10.3 The goods supplied under the Contract shall be delivered on free delivery of consignee's end basis under which risk is transferred to the buyer after the Goods having been delivered;
- 11. Insurance**
- 11.1 The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
- 12. Transportation**
- 12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement/bidding document.
- 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 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 Rupees in case of DDP.
- 16. Prices**
- 16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

- | | | |
|---|------|---|
| 17. Contract Amendments | 17.1 | No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties. |
| 18. Assignment | 18.1 | The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. |
| 19. Subcontracts | 19.1 | The Supplier shall not be allowed to sublet and award subcontracts under this Contract. |
| 20. Delays in the Supplier's Performance | 20.1 | Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. |
| | 20.2 | If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract. |
| | 20.3 | Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time. |
| 21. Termination for Default | 21.1 | The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: <ul style="list-style-type: none"> (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 contract/Purchase order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. |

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

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

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

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party.

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

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

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or

deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

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

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

- i. Submission of false fabricated/ forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / 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 procuring agency.

PROCEDURE: As per Rule-21 of the Punjab 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an

event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freightembargoes.

22.2

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

22.3

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

23. Termination for Insolvency

23.1

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

24. Arbitration and Resolution of Disputes

24.1

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

24.2

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

24.3

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

- 25. Governing Language**
- 25.1 The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
- 26. Applicable Law**
- 26.1 This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
- 27. Notices**
- 27.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
- 27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 28. Taxation**
- 28.1 All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.
- 29. Blacklisting Mechanism**
- 29.1 The procuring agency may, on information received from any resource, issue show cause notice to a bidder or contractor.
- 29.2 The show cause notice shall contain:
- (a) precise allegation, against the bidder or contractor.
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or contractor from participating in any public procurement of the procuring agency; and
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 29.3 The procuring agency shall give minimum of seven days to bidder or contractor for submission of written reply of the show cause notice.
- 29.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
- 29.5 In case the bidder or contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

- 29.6 The procuring agency shall give minimum days (as per authority decision) to the bidder or contractor for appearance before the specified officer of the procuring agency for personal hearing.
- 29.7 The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- 29.8 The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 29.9 The procuring agency shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
- 29.10 The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
- 29.11 If the procuring agency wants the Authority to debar the bidder or contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
- 29.12 The Authority shall immediately publish the information and decision of blacklisting on its website.
- 29.13 In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
- 29.14 In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
- 29.15 In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
- 29.16 The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
- 29.17 An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

Annex-H

INTEGRITY PACT

AFFIDAVIT (Rs: 100/- Stamp Paper)

We __(Name of the bidder / supplier)__ being the first duly sworn on oath submit, that Mr./ Ms. ____(if participating through agent / representative) is the agent/ representative duly authorized by __(Name of the bidder company)__ hereinafter called the Contractor to submit the attached bid to the __(Name of the Purchaser)__. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the __(Name of the Purchaser)__ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of ____ 20__

_____Notary Public

BIDDING DOCUMENTS

PROCUREMENT OF LAB REAGENTS & CHEMICALS THROUGH OPEN COMPETITIVE BIDDING FY 2023-24

(MANUFACTURING UNITS, SOLE AGENTS OF FOREIGN PRINCIPAL AND
AUTHORIZED DISTRIBUTORS)



(FINANCIAL YEAR 2023-2024)

Directorate General Health Services Punjab
24-Cooper Road Lahore.

Primary & Secondary Healthcare Department
Government of the Punjab

1. INVITATION TO APPLICANTS/BID

1. Director General Health Services Punjab, Primary and Secondary Healthcare Department, Lahore, invites Technical & Financial bids from the eligible firms to provide the following services: **Procurement of Lab Reagents & Chemicals for FY 2023-24** (Details of the scope of services are provided in the Terms of References)
2. It is mandatory to be made using the Standard Forms of this document. If any information required in the form is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.
3. Interested bidders may obtain further information and examine the Bidding Documents from the office of **Purchase Cell, Directorate General Health Services, Punjab 24-Cooper Road, Lahore** during office hours on any working day before closing date or the same can be examined online at the PPRA website (www.ppra.punjab.gov.pk) & Directorate General Health Services (www.dghs.gov.pk/tenders) until the closing date for the submission of bids.
4. A complete set of original Bidding Documents shall be purchased from the Accounts Branch, **Directorate General Health Services, Punjab 24-Cooper Road, Lahore**, on all working days during office hours on submission of a written application on letter head and payment of non-refundable fee of **Pak Rupees 5000/-** only.
5. Sealed bids are required to be submitted by the interested bidders on **16-11-2023 at 11:00 A.M** positively in the **Committee Room of Directorate General Health Services, Punjab, 24- Cooper Road, Lahore**. The bids received till the stipulated date & time shall be opened on the same day at **11:30 A.M** in the presence of the bidders or their authorized representatives (who choose to attend) by the procurement committee. 2% Bid Security of the estimated price in the shape of Pay Order/Bank Draft/Deposit at Call/Irrevocable Bank Guarantee from any scheduled bank in the name of **Director General Health Services, Punjab** is required to be furnished with the Financial Bid otherwise bid will be rejected. Late bids shall not be entertained. **It is advised that financial proposals should be submitted separately for each quoted item.**
6. All bids should be submitted in tape or ring binding. Bids with loose papers shall be rejected straightaway. All documents should contain proper page marking, attached in a 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 otherwise bid shall be rejected straightaway.
7. In an event where the last date for submission of bids be declared a public holiday the due date for submission and opening of bids shall be the following working day at the same appointed timings and venue.

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

Director General Health Services, Punjab
24- Cooper Road, Directorate General Health Services,
Punjab, Lahore
Phone No: 04299201145
Fax No: 04299201142
E-mail: pcdghslahore@gmail.com

CONTENTS

BID Data Sheet

SECTION 1

Invitation to BID

Letter of Invitation

SECTION II

Instructions to Bidders

1. Scope of Bid
2. Source of Funds.
3. Eligible Bidders
4. Corruption and Fraud & Mechanism of Blacklisting
5. Eligible Goods and Services
6. Cost of Bidding.
7. Bidding for Selective Items. .

The Bidding Procedure

8. The Governing Rules
9. Applicable Bidding Procedure.

The Bidding Documents

10. Contents of the Bidding Documents
11. Clarification(s) on Bidding Documents
12. Amendment(s) to the Bidding Documents.

Preparation of Bids

13. Language of Bids
14. Documents comprising the Bids.
15. Bid Price.
16. Bid Currencies.
17. Samples.
18. Documentation on Eligibility of Bidders.
19. Documentation on Eligibility of Goods
20. Bid Security
21. Bid Validity
22. Format and Signing of Bids.

Submission of Bids

23. Sealing and Marking of Bids
24. Deadline for Submission of Bids
25. Late Bids
26. Withdrawal of Bids

Opening and Evaluation of Bids

27. Opening of Bids by the Procuring Agency
28. Clarification of Bids
29. Preliminary Examination
30. Evaluation of Bids
31. Qualification of Bidder
32. Rejection of Bids
33. Re-Bidding
34. Announcement of Evaluation Report
35. Contacting the Procuring Agency

Award of Contract

36. Acceptance of Bid and Award Criteria
37. Procuring Agency's Right to vary quantities at the time of Award
38. Notification of Award.
39. Limitation on Negotiations
40. Signing of Contract
41. Performance Guarantee
42. Price Reasonability Certificate
43. Drug Act/DRAP Act Compliance

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

SECTION IV

EVALUATION CRITERIA

SECTION V

BID FORM

BID COVER SHEET

BID FORM 1

BID FORM 2

BID FORM 3

BID FORM 4

BID FORM 5

BID FORM 6

SECTION VI

DRAFT STANDARD CONTRACT

Special Conditions of the Contract General

Conditions of the Contract

BD DATA SHEET

ITB Reference	Description	Detail
ITB Clause 24	Last date and time for the receipt of bids	16-11-2023 till 11:00 A.M
ITB Clause 27	Date, time and venue of opening of technical bids	16-11-2023 at 11.30 A.M
N/A	Bid Reference No. (For Medical Devices)	T. E. NO. PC-OCB/LAB REAGENTS/2023-24
ITB Clause 16	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	2% of the Estimated Cost of each item
ITB Clause 21	Bid validity period	180 days from the date of the submission of bids
ITB Clause 09	Bidding procedure	Single Stage - Two Envelope bidding procedure
ITB Clause 27	Director General Health Services, Punjab 24- Cooper Road, Directorate General Health Services	

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

SECTION II

INSTRUCTIONS TO BIDDERS

1. Scope of Bid

1.1 In connection with the Invitation for Bidding “as per PPR 2014”, Directorate General Health Services Punjab, Primary & Secondary Healthcare Department Government of the Punjab, issues this Bidding Document (BD) to Bidders interested to Bid **Manufacturing Units & Sole Agents of Foreign Principal & Authorized distributor** for Non-Drugs/Medical Devices against the list of items/sections contained in the Bidding Documents. The bidder will submit authorization letter (As at Annexures) for participation in the bidding process on behalf of the firm registered for medical devices (in case of authorized agent / authorized distributor). However, the registration/ enlistment holding firm will also be responsible for quantity & quality of the product.

1.2 This Bidding will be concluded for DGHS for FY 2023-24.

1.3 Bidding will be carried for the items which comes under the definition of drugs under Drugs Act 1976/DRAP Act 2012/Punjab Drugs Rules 2007/ Punjab Drugs Amendment Act 2017 for Drug items & Medical Devices Rules 2017.

1.4 Procuring agency may physically verify firm’s claim regarding submitted documents.

2. Source of Funds

2.1 Government of the Punjab.

3. Eligible Bidders

3.1 This invitation to bid is open to all Manufacturing Units & Sole Agents of Foreign Principals & Authorized distributor.

3.2 A Bidder can be a private or public entity registered with FBR having NTN & SRTN Registration.

3.3 If Government of Pakistan prohibits commercial relations with any Country, the firms dealing with such countries are ineligible to apply.

3.4 A firm declared disqualified / blacklisted / debarred by DGHS, Punjab shall be ineligible for Bidding

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

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

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

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

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect

the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt,

fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

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, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / 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 procuring agency.

PROCEDURE: The procedure mentioned in Punjab Procurement Rules 2014 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 this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding

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

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 TOTAL 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, of the Government of Punjab.

9. Applicable Bidding Procedure

9.1 "Single stage - Two Envelops 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 procuring agency;

(iv) the procuring agency 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 procuring agency 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 for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB) (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
- (f) Draft Standard Contract (Section-VI)

i. Contract Form

- ii. General Conditions of the Contract
- iii. Special Conditions of Contract,

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

In case of any discrepancy and conflict in submitted online data of BID and hard copy of BID, the data submitted in hard form will prevail.

11. Clarification(s) on Bidding Documents

11.1 The, Directorate General Health Services Punjab, will respond in writing to any request for clarification provided that such request is received no later than Ten (10) days prior to the deadline for submission of Bids. The Directorate General Health Services, Government of the Punjab shall forward copies of its response to all Bidders who have acquired the Bidding documents through its official website including a description of the inquiry but without identifying its source. Directorate General Health Services Punjab, Primary & Secondary Healthcare Department Government of the Punjab if deems necessary to amend the Bidding documents as a result of a clarification it shall do under intimation to all the Bidders who have obtained the Bidding documents through its official website.

12. Amendment(s) to the Bidding Documents

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

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 amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

13. Language of 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.

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, preferably typed. Any alteration/correction must be initialed. 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 Procuring Agency.

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 Procuring Agency in Section III. However, samples of cold chain (perishable) goods will be called later at the time of technical evaluation of bids.

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 Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

19. 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 The bidder shall provide 2% bid security of the estimated price.

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 Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

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

21.3 Bidders who:-

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

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

22.2 The original bid shall be typed or written in indelible ink. 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 persons signing the bid.

SUBMISSION OF BIDS

The bid (Hard Copy) shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals)

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 Reference Number & Tender No.**

23.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- (b) Bid Reference, Tender 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 23.4 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids

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

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

25. Late Bids

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

26. Withdrawal of Bids

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

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in initiation of legal action against the firm.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Procuring Agency.

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

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

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

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

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

28. Clarification of Bids.

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

29. Preliminary Examination.

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

generally in order.

29.2 In the Financial Bids, the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

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

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

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

30. Evaluation of Bids.

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

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria Least Cost Method 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, if required on C&F basis.

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. Qualification of Bidder

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

31.2. The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

32. Rejection of Bids

32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with Punjab Procurement Rules-2014 (PPR-2014). The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for

its rejection of any or all bids, but is not required to justify those grounds.

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

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

33. Re-Bidding

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

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

34. Announcement of Evaluation Report

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

35. Contacting the Procuring Agency

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

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

36. Grievance Redressal

36.1 Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Bid evaluation report.

AWARD OF CONTRACT

37. Acceptance of Bid and Award Criteria

37.1 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.

38. Procuring Agency's Right to vary quantities at the time of Award

38.1 The Procuring Agency reserves the right at the time of award of Contract to vary the quantity of goods originally specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPRA 2014.

39. Notification of Award

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

39.2 The procuring agency will issue the Notification of Award/Advance Acceptance of

Tender (AAT). The firm will submit the required Performance Security within 10 (Ten) days after receiving of AAT. After receipt of Performance Guarantee, the DGHS will sign the Contract and subsequently Purchase Orders will be issued accordingly.

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

40. Limitation on Negotiations.
40.1 Save and otherwise provided in PPR-2014, Procuring Agency shall not negotiate with any bidder.
41. Signing of Contract.
41.1 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) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January, 2014.
42. Performance Guarantee.
42.1 Before signing of Contract, the successful Bidder shall furnish a **2%** Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency.
42.2 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.
42.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.
43. Price Reasonability.
43.1 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. If the quoted/approved prices found unreasonable at any stage of procurement, the procuring agency reserves the right to deduct the difference/overcharging beside initiation of legal proceedings.
44. Drugs Act/ DRAP Act Compliance.
All supplies will comply with the provision of Drugs Act 1976/DRAP Act 2012/Punjab Drugs Rules 2007/ Punjab Drugs Amendment Act 2017 for Drug items & Medical Devices Rules 2018.

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

Annexure-K**LIST, TECHNICAL SPECIFICATIONS & QUANTITIES FOR LAB REAGENTS & CHEMICALS (FY 2023-24)**

Sr.	Test Name	Specifications	Estimated per test cost (PKR)	Total Quantity (No. of Tests)
1	Alanine Transaminase (ALT)	Pack of 50 -100 Tests. Rate will be calculated on per test basis.	40	250,000
2	Aspartate Amino Transferase (AST)	Pack of 50 -100 Tests. Rate will be calculated on per test basis.	40	250,000
3	Total Bilirubin	Pack of 50 -100 Tests. Rate will be calculated on per test basis.	30	250,000
4	Alkaline Phosphate (ALP)	Pack of 50 -100 Tests. Rate will be calculated on per test basis.	40	250,000
5	Urea kit	Pack of 50 -100 Tests. Rate will be calculated on per test basis.	50	300,000
6	Creatinine kit	Pack of 50 -100 Tests. Rate will be calculated on per test basis.	50	300,000
7	Blood Sugar test kit	BSR kit up to 500 Tests . Rate will be calculated on per test basis.	20	500,000
8	Uric Acid kit	Pack of 50 -100 Tests. Rate will be calculated on per test basis.	55	250,000
9	Calcium Test kit	Pack of 50 -100 Tests. Rate will be calculated on per test basis.	30	100,000
10	Prothrombin Test (PT)	10-20 tests per vial.Rate will be calculated on per test basis.	100	100,000
11	Activated Partial Thromboplastin Time Test (aPTT)	10-20 tests per vial.Rate will be calculated on per test basis.	100	100,000

Sr.	Test Name	Specifications	Estimated per test cost (PKR)	Total Quantity (No. of Tests)
12	Reagents / chemicals for Complete Blood Count Test (CBC)	Three types of systems/Machines for CBC test present in health facilities under the administrative control of P&SCHD, Punjab. (Compatible) i. Sysmex 50% ii. Diatron 25% iii. Medonic 25% iv. Any other system / machine installed in health facilities of P&SCHD, Punjab.	100	500,000
13	CBC Vials/Tubes	Vaccumed Sterilized vial/Tube, Vial/tube of 3ml, Pack of 100	25	500,000
14	Gel Vials/Tubes	Vaccumed Sterilized vial/Tube, Vial/tube of 3-4ml, Pack of 100	35	300,000
15	Co-aglation PT/ aPTT Vials/tubes	Vaccumed Sterilized vial/Tube, Vial/tube of 1.8- 2ml, Pack of 100	25	100,000

1. The bidder shall provide 2 packs/samples of the quoted brand of each quoted item along with its bid.
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 thermolabile items 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 & thermo log data from factory to Consignee's end.
4. Any further information can be obtained from the office of Purchase Cell, Directorate General Health services, Punjab, 24-Cooper Road Lahore.

SCHEDULE OF REQUIREMENTS:

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Procuring Agency as per schedule of requirements mentioned in bidding documents: -

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

SUPPLY SCHEDULE	DELIVERY OF QTY. WITHOUT PENALTY	GRACE PERIOD	TOTAL DELIVERY PERIOD
Immediately after Receiving of Contract / Purchase Order (100% Stock) *	60 Days	15 Days	75 Days
With penalty @ 0.067 % per day	After Completion of due delivery period specified against each installment penalty @ 2% per month (0.067 per day) shall be imposed.		

Note: The procuring agency may alter the schedule of requirement at the time of issuance of purchase order keeping in view of the quantity of the medicine as well as the requirement of the department.

SECTION IV

EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA

RAPID DIAGNOSTIC KITS & OTHER TESTING STRIPS

FY 2023-2024

COMPULSORY PARAMETERS

- a. Original Tender Purchase Receipt obtained by Depositing Rs. 5,000/- (Non-Refundable) to Cashier, Accounts Branch, DGHS.
- b. Valid establishment license (for local manufacturers /for Sole Agents)
- c. In case of Sole Agent/Authorized Distributor the applicant will submit authorization letter for participation in this tender process for quoted items. However, the principle/manufacturer firm / Sole Agent will also be responsible for quantity & quality of the product.
- d. Valid Drug Sale License (Where applicable)
- e. Valid Device Enlistment Certificate, as per Medical Devices Rules 2017 of the quoted product issued by DRAP Pakistan. (exemption wherever applicable under rules)
- f. Valid ISO 13485 of the manufacturer.
- g. The firm shall provide/attach the product's valid CE/JMHLW/US FDA certificate or prequalification by WHO. Certificates provided by the firm on its own letter head are not acceptable, CE marked by conformity assessment bodies (CABs) notified in NANDO database under the relevant European directive for medical devices of European Union shall be accepted only.
- h. The firm undertakes that currently it is not declared Blacklisted / Debarred by Director General Health Services, Punjab on valid Rs.100 stamp paper duly verified by notary public.
- i. National Tax Number (NTN) / General Sales Tax Number with documentary proof shall have to be provided by the bidder(s).
- j. Applicant shall clearly mention country of origin with catalogue/model number on the Bid cover sheet.
- k. The offered specifications of the quoted item must comply with the advertised technical specifications. Incomplete offer will straightaway be rejected. Firm will also submit documentary evidence of complete specification along with affidavit on 100 Rupees stamp paper that it will fulfill all requirements mentioned in the advertised specifications if declared successful in the subsequent bidding process.
- l. Cumulative financial turnover of three financial years (i.e. 2019-2020,2020-21 & 2021-22)/ calendar year (i.e. 2020,2021,2022) at least equivalent to the estimated cost of the quoted item(s). Applicant

shall provide FBR income tax return/sales Tax return for the financial year 2019-2020, 2020-21 & 2021-22 or in case of calendar year 2020, 2021, and 2022.

- m. Quoted product must be tried and tested in local environment for at least one year (Financial year) since July 2019 onward till closing date of submission of PQ application submission. (Firm must attach copy of purchase order(s) of Public Sector Institution anywhere in Pakistan issued on the name of bidder). Any false claim shall lead to disqualification/blacklisting of firm.
- n. The applicant will submit an affidavit on Rs. 100/- stamp paper (Notarized) stating the applicant accepts all the terms and conditions as mentioned in Prequalification Documents.
- o. The firm shall undertake on Rs.100/- stamp paper legally notarized that the Information provided by the firm at Annexures & Bid Forms and any other information provided by the firm are in accordance with terms & conditions of the prequalification documents.
- p. The bidder shall provide 2 packs/samples of the quoted brand of each quoted item along with its bid. In case of failure to comply with any above-mentioned parameter, the bidder will be declared as **“Non-Responsive”**

SECTION V

BID FORM

BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----

Address:-----

E-mail:_____

Phone:_____

Facsimile:_____

Bid for:

Name of Item from the Schedule of Requirements & Technical Specifications (Section-III)

Tender Enquiry No.	Name of the Item	Name of the Brand	Model / Cat #	Country of Origin	MRP (Maximum Retail Price) (if applicable)

Signed:

Dated:

Official Stamp:

BID SUBMISSION FORM

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: {Add name e.g., Supply of Diagnostic Kits etc. for Hepatitis Control Program}

To: [Name and address of Procuring Agency]

Dear Sir/Madam,

Having examined the bidding documents including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above- named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a **5 % performance security/guaranty** in the form, in the amounts, and within the times specified in the bidding documents.

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

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

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

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

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

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

Signed:

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

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

BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents and have fully understood it and accept all the terms and condition as mentioned in the BID documents.
- 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) I/We, further undertake that the prices given are reasonable and not given more than in any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, the firm is bound to refund the difference in price.
- 8) Our firm has never been blacklisted by any of the Federal and Provincial Government or organizations of the State/Central Government in Pakistan in the past two years.

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(A)

Name of the Firm

Bid Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation (As per Evaluation Criteria of Lots)	Checklist¹ (To be initialed by the Bidder against each document)	Relevant Page Number² in the Bid (To be filled by the Bidder)	Supporting Documents³ (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
Column: 1	Column: 2	Column: 3	Column: 4

¹ Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

² Bidders are required to mention the exact page number of relevant document placed in the Bid.

³ Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in

column 1.

II. Product Information

1. Are all manufacturing operations (processing, packaging, labeling) carried out internally?
 YES NO

If "No," attach a list of pharmaceuticals and/or raw materials manufactured by other companies and marketed by you. Please give the names of the companies, for each item.

S.No.	Product Name	Manufacturer	Address
1.			
2.			
3.			

If any products are repackaged, attach a list of such products with the name and address of the manufacturer for each product:

S.No.	Product Name	Manufacturer	Address
1.			
2.			
3.			

III. QUALITY DEPARTMENT

1. Do you maintain your own quality control laboratory?
 YES NO (if NO please provide details of alternate arrangements)
2. Number of specialized personnel working in your quality control, quality assurance and microbiological laboratory/ies (excluding administrative personnel). Provide their academic and professional details on a separate sheet.
- Pharmacists : _____
- Chemists : _____
- Others : _____
3. List of Equipment installed in quality control, quality assurance and microbiological laboratory/ies for quality assurance as per BP/USP.
- _____
- _____
4. Are these equipment calibrated & validated.
 YES NO
5. Are all raw materials completely tested prior to use or is a Certificate of Analysis accepted?
- YES NO Certificate of Analysis

6. Are control samples of each batch retained?

YES

NO

7. Name and title of the authorized person (s) responsible for batch release:

Name: _____

Title: _____

Experience in pharmaceuticals: _____ years

8. Name and qualification of the head of the Quality Control department:

Name: _____

Qualification: _____

Experience in pharmaceuticals: _____ years

9. Describe your storage facilities:

The firm will provide logistics/distribution network in Punjab.

The firm will provide human resource regarding logistics/distribution network in Punjab.

MANUFACTURER'S AUTHORIZATION FORM

(On the letterhead of the manufacturer)

FOR

Authorized Sole agent for Foreign Manufacturer

(Medical Devices/ Non-Drug items)

Product applied for:

S.No. of the item	Name of Item	Name of Manufacturer	Country of Origin	Quality Compliance standards

Name of firm _____

Address: _____

Phone _____ Fax _____

E-mail _____ URL _____

http://www. _____

Type of firm: Sole Proprietor Partner Ship Limited

Other _____ Date of establishment _____

List of Board of Directors, Partners, Key Management Personnel (both Technical, Sales & Management - include position, professional qualification, experience).

Total area of the firm premises _____ Owned Rented

Total Area of ware house: _____

Facilities in ware house: _____

Total no. of Employees: Technical _____ Non - Technical _____

National Tax Number _____

Date _____

General Tax Number _____ Date _____

Registrations / Bidding with other departments:

Detail of Head / Branch Office / Workshop (s):

Address: _____

Phone _____ Fax _____

Address _____

Phone _____ Fax _____

Sales / Marketing Staff:

Name	Designation / Responsibility	Qualification	Total Experience	Experience with Current Firm	Training Detail (Local & abroad)

Technical Staff:

Name	Designation / Responsibility	Qualification	Total Experience	Experience with Current Firm

Name & Capacity of the Authorized Contact Person:

Signature of the Authorized Contact Person:

Date: _____ Stamp of the Firm:

DOCUMENTS TO BE ATTACHED (COPIES)

The firm must attach relevant documents

MANUFACTURER'S AUTHORIZATION FORM

(On the letterhead of the manufacturer)

FOR

Authorized Distributor for Foreign Manufacturer

(Medical Devices/ Non-Drug items)

Product applied for:

S.No. of the item	Name of Item	Name of Manufacturer	Country of Origin	Quality Compliance standards

Name of firm _____

Address: _____

Phone _____ Fax _____

E-mail _____ URL _____

http://www. _____

Type of firm: Sole Proprietor Partner Ship Limited

Other _____ Date of establishment _____

List of Board of Directors, Partners, Key Management Personnel (both Technical, Sales & Management - include position, professional qualification, experience).

Total area of the firm premises _____ Owned Rented

Total Area of ware house:

Facilities in ware house:

Total no. of Employees: Technical _____ Non - Technical _____

National Tax Number _____

Date _____

General Tax Number _____ Date _____

Registrations / Bidding with other departments:

Detail of Head / Branch Office / Workshop (s):

Address: _____

Phone _____ Fax _____

Address _____

Phone _____ Fax _____

Sales / Marketing Staff:

Name	Designation / Responsibility	Qualification	Total Experience	Experience with Current Firm	Training Detail (Local & abroad)

Technical Staff:

Name	Designation / Responsibility	Qualification	Total Experience	Experience with Current Firm

Name & Capacity of the Authorized Contact Person:

Signature of the Authorized Contact Person:

Date: _____ Stamp of the Firm:

DOCUMENTS TO BE ATTACHED (COPIES)

The firm must attach relevant documents

BID FORM 4

PRICE SCHEDULE (ON DDP BASIS)

(ON DDP BASIS)

User Note: This form is to be filled by the Bidder for single quoted item and shall submit with Financial Proposal.

Name of the Firm:

Bid Reference. No:

Date of opening of Bid:

Tender Enquiry No.	Name of the Item	Unit Price (inclusive all applicable taxes + transportation + Loading and Unloading charges) in PKR	No. of Units	Total Price of a single test	Discounts (if any)	Final Total Price (Inclusive of all taxes)
1	2	3	4	5 3 x 4	6	7 5-6

A) Final Total Price Per Test:

Signature:

Designation:

Date:

Official Stamp:

SECTION VI

DRAFT CONTRACT AGREEMENT

CONTRACT FORM

(CONTRACT)

AS PPR 2014, (amended) Rule 15

AGREEMENT

THIS CONTRACT is made at _____ on _____ day of 201____, between the Directorate General Health Services, Punjab, Government of the Punjab, 24-Cooper Road, Lahore, (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 Specifications	Unit Price (As per contract)	Quantity	Total Cost

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. Conditions of Contract
 - c. The Schedule of Requirements, Delivery Schedule & the Technical Specifications
 - d. Price Schedule
 - e. Payment Schedule
 - f. The General Conditions of Contract
 - g. Performance Guarantee/Security
 - h. Manufacturer’s Certificate of warranty
 - i. Notification of Award
 - j. Integrity Pact
2. **Interpretation:** In this Agreement/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/Agreement”:

SPECIAL CONDITIONS OF THE CONTRACT

3. 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 from Government of Punjab, except that which has been expressly declared pursuant hereto.
 - iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
 - iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
 - v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
 - vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

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 provisions 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]

8. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.

9. **Performance Guarantee/Security:**

(i) The Supplier, within 07 days of issuance of AAT, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 2% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.

(ii) Failure to submit a Performance Guarantee/Security shall result into Cancellation of Contract and initiation of legal action against the firm.

10. **Penalties/ Liquidated Damages**

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

(ii) After the cancellation of the Contract no supplies shall be accepted and the full amount of Performance Guaranty/Security shall be forfeited.

(iii) If the Supplier fails to supply the whole consignment and not able to deliver the item/I, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm may be blacklisted for future participation.

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

(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, **a penalty @ 0.067% per day upto 10% of the total contract amount shall be imposed.**

11. **Product Specifications**

(Detailed technical specifications, given in Section III, will be followed)

12. Labeling and Packing

- i. The name of Product (Generic &/ Brand), equally prominent, should be printed/ written in indelible ink in English on the outer cartons and on each Pack. Besides the name and principal place of business of the Manufacturer, manufacturing date/ Lot No, expiry date, should also be written on the outer carton and on the most inner container.

13. Additional instructions for packing

- i. The suppliers are required to furnish the manufacturing date certificate.
- ii. The following wording/insignia shall be printed/stamped in bold letters in Urdu or English in indelible ink on each carton/ pack:

**“PUNJAB GOVERNMENT PROPERTY”“NOT
FOR SALE”**

14. Shelf life

- i. The shelf life must be up to **80%** for locally manufactured items and **75%** for imported items.
- ii. For locally manufactured items the lower limit of the shelf life must be 80% and for imported items the lower limit of the shelf life must be up to **70% with imposition of 1% penalty on each 1% shortfall in shelf life** below prescribed limit.

15. Testing/Verification Procedures

- i. The consignee's end shall receive the supplies as per the signed contract. The Inspection Committee will be notified by the Procuring Agency which will inspect Goods (serial no, batch/lot wise etc.) as per contracted specifications and approved sample.
 - a. The Samples from the supplied stock shall undergo laboratory analysis from two Government Institutions. The selection of laboratory for test/analysis will be decided by the Inspection Committee/Consignee. The report of the testing laboratory shall be conclusive & final.
 - b. The goods shall be acceptable subject to physical inspection and standard test/analysis report.
 - c. The **cost of the lab tests & samples** shall be borne by the Supplier.
- ii. In case of **substandard/failure/not as per label claim** report of any batch/Lot, 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/consignee 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 stock declared substandard/failed/not as per label claim may undergo retesting to an appellate laboratory selected by the Consignee. In case of standard test/analysis report from appellate laboratory, the stock will be provided to the supplier. In case of substandard/failed/not as per label claim report from the appellate laboratory, the stock will be destroyed in the presence of committee so notified and representative of the supplier at the expense of the suppliers.
- iii. The Inspection Committee can reject the supplied store, even if it is declared of standard quality by the Testing Laboratory, 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.

16. Transportation/Delivery Requirements

- i. The Supplier shall arrange such transportation of the items 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 through reputable courierservice having following features to ensure quality, quantity, safety & efficacy of supplied items:

- a. Traceable online dispatch and delivery record
 - b. Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies
- ii. All costs associated with the transportation including loading/unloading of items and road taxes shall be borne by the Supplier.
 - iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.

17. Insurance of Local Goods

- i. Insurance of Goods and other materials from factory to Site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to site up to the installation, testing & commissioning of the medical equipment.
- ii. Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility.
- iii. The cost of insurance shall be quoted on the basis of insurance through National Insurance Company (NIC) of Pakistan or any other Insurance company operating in Pakistan acceptable to the Procuring Agency.

18. Payment

- i. *100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer(DDO);*
 - a. *against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.*
 - b. *on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.*

Part Supply as per given delivery schedule and Part Payment is allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply according to purchase order issued as per schedule mentioned in schedule of requirement within due time.

19. Packing (Export)

- i. Usual export packing to ensure safe journey up to the site of consignee.

20. Trans-shipment

Trans-shipment is not allowed.

21. Place of delivery

The place of delivery will be Lahore and site of delivery will be Provincial Store of Hepatitis Control Program Lahore.

22. Inspection.

- i. The purchaser or its representative shall have the right to inspect and / or to the test the goods in accordance with the procedure given in SCC to confirm their conformity to the contract specifications at no extra cost to the purchaser.
- ii. All costs associated with testing shall be borne by the supplier.

- iii. The purchasers right to inspect, test and where necessary rejects the goods after the goods either at supplier premises or upon arrival at purchaser’s destinations shall in no way limited or waived by the reason of the goods having previously been inspected, tested and passed by the purchaser or its representatives prior to the goods delivery from the point of supply or manufacturing.
- iv. Nothing in this clause shall in any way release the supplier from any warranty or other obligations under this contract.
- v. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by laboratory, 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.

23. **Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser

Director General Health Services, Punjab
24-Cooper, Road, Lahore.

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 Supplier/ Authorized Agent.

Sealed & Signed on behalf of Procuring Agency

**Name of Contractor
Designation in the Firm**

*Director General Health Services, Punjab Primary &
Secondary Healthcare Department*

Witnesses-1 on behalf of the Contractor

Witnesses-1 on behalf of the Procuring Agency

**Name of Witness
Designation in the Firm**

**Name of Witness
Designation**

SCHEDULE OF REQUIREMENTS:

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Procuring Agency as per schedule of requirements mentioned in bidding documents: -

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

SUPPLY SCHEDULE	DELIVERY OF QTY. WITHOUT PENALTY	GRACE PERIOD	TOTAL DELIVERY PERIOD
Immediately after Receiving of Contract / Purchase Order, (100% Stock) *	60 Days	15 Days	75 Days
With penalty @ 0.067 % per day	After Completion of due delivery period specified against each installment penalty @ 2% per month (0.067 per day) shall be imposed.		

Note: The procuring agency may alter the schedule of requirement at the time of issuance of purchase order keeping in view of the quantity of the medicine as well as the requirement of the department.

ANNEX. D

PRICE SCHEDULE SUBMITTED BY THE BIDDER:

The price schedule with (arithmetic corrections, if any) submitted by the Bidder will be attached.

PAYMENT SCHEDULE

- i. Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO);*
 - a. against satisfactory performance and upon submission of required documents (Bill of Lading, Packing Invoice and Country of Origin Certificate) 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 procuring agency, after recovery of Government dues (if any) including Professional Tax and Lab Testing Charges.*
 - c. On submission of invoice (s)*

- ii. Part Supply as per given delivery schedule and Part Payment is allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply according to purchase order issued as per schedule mentioned in schedule of requirement within due time.*

GENERAL CONDITIONS OF CONTRACT (GCC)

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser (Director General Health Services Punjab, Primary & Secondary Healthcare Department) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
 - (c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means Special Conditions of the Contract.
 - (g) "The Purchaser" means the Director General Health Services Punjab, Primary & Secondary Healthcare 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 substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the department) the price difference shall be paid by the Supplier.

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

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

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

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

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

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

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

8. Ensuring storage arrangements 8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser 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.
For Lot 6 & 7, the Supplier will conduct installation, testing, commissioning and provide training to at least 4 persons.
- Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 10. Delivery and Documents**
- 10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
The Supplier shall furnish all necessary documentation (*Bill of Lading, Packing Invoice and Country of Origin Certificate*) necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- 10.2 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;
- 10.3
- 11. Insurance**
- 11.1 The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
- 12. Transportation**
- 12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement/document.
- 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 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 on DDP Basis to the Supplier in

BIDDING DOCUMENTS OF LAB REAGENTS & CHEMICALS- FY- 2023-
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 vary the prices.
- 17. Contract Amendments** 17.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
- 18. Assignment** 18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 19. Subcontracts** 19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
- 20. Delays in the Supplier's Performance** 20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
- 20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
- 21. Termination for Default** 21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

*“the offering,
giving, receiving,
or soliciting of
anything of value
to
influence the
action of a public
official or the
contractor in the*

ent of the
p
r
o
c
u
r
e
m
e
n
t
p
r
o
c
e
s
s
o
r
i
n
c
o
n
t
r
a
c
t
e
x
e
c
u
t
i
o
n
t
o
t
h
e
d
e
t
r
i
m

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

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

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

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

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

22. Force Majeure

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

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all

22.2

reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.

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

22.3 reasonable alternative means for performance not prevented by the Force Majeure event.

23. Termination for Insolvency

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

24. Arbitration and Resolution of Disputes

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

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

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

25. Governing Language

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

26. Applicable Law

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

27. Notices

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

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

28. Taxation

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

PERFORMANCE GUARANTEE

To: *[Name & Address of the Procuring Agency]*

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 2% 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 12 months (extendable) until the _____ day of _____, 202_____

Signature and Seal of the Guarantors/ Bank

AddressDate

ANNEX. H

Manufacturer's Certificate of warranty

ANNEX. I

Purchaser's Notification of Award

(Advance Acceptance of Tender issued by the Procuring Agency will be attached)

INTEGRITY PACT

AFFIDAVIT (Rs: 100/- Stamp Paper)

We (Name of the bidder / supplier) being the first duly sworn on oath submit, that Mr. / Ms. (if participating through agent / representative) is the agent/ representative duly authorized by (Name of the bidder company) hereinafter called the Contractor to submit the attached bid to the (Name of the Purchaser). Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the (Name of the Purchaser) any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

_____ Notary Public

BIDDING DOCUMENTS

PROCUREMENT OF PREGNANCY AND CHOLERA RDTS THROUGH OPEN COMPETITIVE BIDDING FY 2023-24

(MANUFACTURING UNITS, SOLE AGENTS OF FOREIGN PRINCIPAL AND
AUTHORIZED DISTRIBUTORS ON THE BEHALF OF REGISTERED FIRMS)



(FINANCIAL YEAR 2023-2024)

Directorate General Health Services Punjab
24-Cooper Road Lahore.

Primary & Secondary Healthcare Department
Government of the Punjab

1. INVITATION TO APPLICANTS/BID

1. Director General Health Services Punjab, Primary and Secondary Healthcare Department, Lahore, invites Technical & Financial bids from the eligible firms to provide the following services: **Procurement of Pregnancy and cholera kits for FY 2023-24** (Details of the scope of services are provided in the Terms of References)
2. It is mandatory to be made using the Standard Forms of this document. If any information required in the form is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.
3. Interested bidders may obtain further information and examine the Bidding Documents from the office of **Purchase Cell, Directorate General Health Services, Punjab 24-Cooper Road, Lahore** during office hours on any working day before closing date or the same can be examined online at the PPRA website (www.ppra.punjab.gov.pk) & Directorate General Health Services (www.dghs.gov.pk/tenders) until the closing date for the submission of bids.
4. A complete set of original Bidding Documents shall be purchased from the Accounts Branch, **Directorate General Health Services, Punjab 24-Cooper Road, Lahore**, on all working days during office hours on submission of a written application on letter head and payment of non-refundable fee of **Pak Rupees 5000/-** only.
5. Sealed bids are required to be submitted by the interested bidders on **16-11-2023 at 11:00 A.M** positively in the **Committee Room of Directorate General Health Services, Punjab, 24- Cooper Road, Lahore**. The bids received till the stipulated date & time shall be opened on the same day at **11:30 A.M** in the presence of the bidders or their authorized representatives (who choose to attend) by the procurement committee. 2% Bid Security of the estimated price in the shape of Pay Order/Bank Draft/Deposit at Call/Irrevocable Bank Guarantee from any scheduled bank in the name of **Director General Health Services, Punjab** is required to be furnished with the Financial Bid otherwise bid will be rejected. Late bids shall not be entertained. **It is advised that financial proposals should be submitted separately for each quoted item.**
6. All bids should be submitted in tape or ring binding. Bids with loose papers shall be rejected straightaway. All documents should contain proper page marking, attached in a 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 otherwise bid shall be rejected straightaway.
7. In an event where the last date for submission of bids be declared a public holiday the due date for submission and opening of bids shall be the following working day at the same appointed timings and venue.

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

Director General Health Services, Punjab
24- Cooper Road, Directorate General Health Services,
Punjab, Lahore
Phone No: 04299201145
Fax No: 04299201142
E-mail: pcdghslahore@gmail.com

CONTENTS

BID Data Sheet

SECTION 1

Invitation to BID

Letter of Invitation

SECTION II

Instructions to Bidders

1. Scope of Bid
2. Source of Funds.
3. Eligible Bidders
4. Corruption and Fraud & Mechanism of Blacklisting
5. Eligible Goods and Services
6. Cost of Bidding.
7. Bidding for Selective Items. .

The Bidding Procedure

8. The Governing Rules
9. Applicable Bidding Procedure.

The Bidding Documents

10. Contents of the Bidding Documents
11. Clarification(s) on Bidding Documents
12. Amendment(s) to the Bidding Documents.

Preparation of Bids

13. Language of Bids
14. Documents comprising the Bids.
15. Bid Price.
16. Bid Currencies.
17. Samples.
18. Documentation on Eligibility of Bidders.
19. Documentation on Eligibility of Goods
20. Bid Security
21. Bid Validity
22. Format and Signing of Bids.

Submission of Bids

23. Sealing and Marking of Bids
24. Deadline for Submission of Bids
25. Late Bids
26. Withdrawal of Bids

Opening and Evaluation of Bids

27. Opening of Bids by the Procuring Agency
28. Clarification of Bids
29. Preliminary Examination
30. Evaluation of Bids
31. Qualification of Bidder
32. Rejection of Bids
33. Re-Bidding
34. Announcement of Evaluation Report
35. Contacting the Procuring Agency

Award of Contract

36. Acceptance of Bid and Award Criteria
37. Procuring Agency's Right to vary quantities at the time of Award
38. Notification of Award.
39. Limitation on Negotiations
40. Signing of Contract
41. Performance Guarantee
42. Price Reasonability Certificate
43. Drug Act/DRAP Act Compliance

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

SECTION IV

EVALUATION CRITERIA

SECTION V

BID FORM

BID COVER SHEET

BID FORM 1

BID FORM 2

BID FORM 3

BID FORM 4

BID FORM 5

BID FORM 6

SECTION VI

DRAFT STANDARD CONTRACT

Special Conditions of the Contract General

Conditions of the Contract

BD DATA SHEET

ITB Reference	Description	Detail
ITB Clause 24	Last date and time for the receipt of bids	16-11-2023 till 11:00 A.M
ITB Clause 27	Date, time and venue of opening of technical bids	16-11-2023 at 11.30 A.M
N/A	Bid Reference No. (For Medical Devices)	T. E. NO. PC-ocb/RDT'S/2023-24
ITB Clause 16	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	2% of the Estimated Cost of each item
ITB Clause 21	Bid validity period	180 days from the date of the submission of bids
ITB Clause 09	Bidding procedure	Single Stage - Two Envelope bidding procedure
ITB Clause 27	Director General Health Services, Punjab 24- Cooper Road, Directorate General Health Services	

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

SECTION II

INSTRUCTIONS TO BIDDERS

1. Scope of Bid

- 1.1 In connection with the Invitation for Bidding “as per PPR 2014”, Directorate General Health Services Punjab, Primary & Secondary Healthcare Department Government of the Punjab, issues this Bidding Document (BD) to Bidders interested to Bid Manufacturing Units & Sole Agents of Foreign Principal & Authorized distributors on behalf of registered firms for Non-Drugs/Medical Devices against the list of items/sections contained in the Bidding Documents. The bidder will submit authorization letter (As at Annexures) for participation in the bidding process on behalf of the firm registered for medical devices (in case of authorized agent / authorized distributor). However, the registration/ enlistment holding firm will also be responsible for quantity & quality of the product.
- 1.2 This Bidding will be concluded for DGHS for FY 2023-24.
- 1.3 Bidding will be carried for the items which comes under the definition of drugs under Drugs Act 1976/DRAP Act 2012/Punjab Drugs Rules 2007/ Punjab Drugs Amendment Act 2017 for Drug items & Medical Devices Rules 2017.
- 1.4 Procuring agency may physically verify firm’s claim regarding submitted documents.

2. Source of Funds

- 2.1 Government of the Punjab.

3. Eligible Bidders

- 3.1 A Bidder can be a private or public entity registered with FBR having NTN & SRTN Registration.
- 3.2 If Government of Pakistan prohibits commercial relations with any Country, the firms dealing with such countries are ineligible to apply.
- 3.3 A firm declared disqualified / blacklisted / debarred by any of the public sector organization in Pakistan shall be ineligible for Bidding

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

- (i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- (ii) Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- (iii) Corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- (iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- (v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect*

the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt,

fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

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, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / 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 procuring agency.

PROCEDURE: The procedure mentioned in Punjab Procurement Rules 2014 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 this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding

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

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 TOTAL 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, of the Government of Punjab.

9. Applicable Bidding Procedure

9.1 "Single stage – Two Envelops 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 procuring agency;*
- (iv) the procuring agency 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 procuring agency 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 for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB) (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
- (f) Draft Standard Contract (Section-VI)

i. Contract Form

- ii. General Conditions of the Contract
- iii. Special Conditions of Contract,

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

In case of any discrepancy and conflict in submitted online data of BID and hard copy of BID, the data submitted in hard form will prevail.

11. Clarification(s) on Bidding Documents

11.1 The, Directorate General Health Services Punjab, will respond in writing to any request for clarification provided that such request is received no later than Ten (10) days prior to the deadline for submission of Bids. The Directorate General Health Services, Government of the Punjab shall forward copies of its response to all Bidders who have acquired the Bidding documents through its official website including a description of the inquiry but without identifying its source. Directorate General Health Services Punjab, Primary & Secondary Healthcare Department Government of the Punjab if deems necessary to amend the Bidding documents as a result of a clarification it shall do under intimation to all the Bidders who have obtained the Bidding documents through its official website.

12. Amendment(s) to the Bidding Documents

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

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 amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

13. Language of 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.

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, preferably typed. Any alteration/correction must be initialed. 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 Procuring Agency.

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 Procuring Agency in Section III. However, samples of cold chain (perishable) goods will be called later at the time of technical evaluation of bids.

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 Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

19. 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 The bidder shall provide 2% bid security of the estimated price.

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 Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

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

21.3 Bidders who:-

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

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

22.2 The original bid shall be typed or written in indelible ink. 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 persons signing the bid.

SUBMISSION OF BIDS

The bid (Hard Copy) shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals)

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 Reference Number & Tender No.**

23.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- (b) Bid Reference, Tender 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 23.4 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids

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

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

25. Late Bids

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

26. Withdrawal of Bids

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

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in initiation of legal action against the firm.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Procuring Agency.

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

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

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

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

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

28. Clarification of Bids.

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

29. Preliminary Examination.

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

generally in order.

29.2 In the Financial Bids, the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

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

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

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

30. Evaluation of Bids.

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

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria Least Cost Method 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, if required on C&F basis.

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. Qualification of Bidder

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

31.2. The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

32. Rejection of Bids

32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with Punjab Procurement Rules-2014 (PPR-2014). The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for

its rejection of any or all bids, but is not required to justify those grounds.

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

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

33. Re-Bidding

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

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

34. Announcement of Evaluation Report

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

35. Contacting the Procuring Agency

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

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

36. Grievance Redressal

36.1 Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Bid evaluation report.

AWARD OF CONTRACT

37. Acceptance of Bid and Award Criteria

37.1 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.

38. Procuring Agency's Right to vary quantities at the time of Award

38.1 The Procuring Agency reserves the right at the time of award of Contract to vary the quantity of goods originally specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPRA 2014.

39. Notification of Award

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

39.2 The procuring agency will issue the Notification of Award/Advance Acceptance of

Tender (AAT). The firm will submit the required Performance Security within 10 (Ten) days after receiving of AAT. After receipt of Performance Guarantee, the DGHS will sign the Contract and subsequently Purchase Orders will be issued accordingly.

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

40. Limitation on Negotiations.
40.1 Save and otherwise provided in PPR-2014, Procuring Agency shall not negotiate with any bidder.
41. Signing of Contract.
41.1 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) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January, 2014.
42. Performance Guarantee.
42.1 Before signing of Contract, the successful Bidder shall furnish a **2%** Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency.
42.2 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.
42.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.
43. Price Reasonability.
43.1 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. If the quoted/approved prices found unreasonable at any stage of procurement, the procuring agency reserves the right to deduct the difference/overcharging beside initiation of legal proceedings.
44. Drugs Act/ DRAP Act Compliance.
All supplies will comply with the provision of Drugs Act 1976/DRAP Act 2012/Punjab Drugs Rules 2007/ Punjab Drugs Amendment Act 2017 for Drug items & Medical Devices Rules 2018.

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

Annexure-K

LIST, TECHNICAL SPECIFICATIONS & QUANTITIES FOR RAPID DIAGNOSTIC KITS & OTHER TESTING STRIPS (FY 2023-24)

SR #	NAME OF THE ITEM WITH DETAIL SPECIFICATION	Estimated Unit Cost (PKR)	Estimated Quantities
	PREGNANCY TEST STRIPS Specifications: <ol style="list-style-type: none"> 1. Rapid test for diagnosis of pregnancy 2. One step rapid test 3. For in vitro diagnosis use only 4. Pack size of test strips must be 100 or less. 5. Can be performed in urine 6. Sensitivity > 99% 7. Specificity > 99% 8. USFDA/ CE marked by conformity assessment bodies (CABs) notified in NANDO database under the relevant European directive for medical devices of European Union will be accepted only / WHO Pre-qualified. 	35	1,000,000
	CHOLERA Ag 01/0139 (RDTs) Specifications: <ol style="list-style-type: none"> 1. For detection of cholera Ag 01 and 0139 2. Specimen: Solid fecal specimen or liquid fecal specimen 3. Test results: 15 minutes 4. Storage Temperature: 1-30°C 5. Sensitivity: VC01:96.2% VC 0139: 98.3% 6. Specificity: VC01:97.8% VC 0139: 97.3% 7. Accuracy: VC01:97.3% VC 0139: 97.5% 8. Material provided: <ol style="list-style-type: none"> a. Test Device b. Specimen collection tube with extraction buffer c. Specimen collection swab for solid fecal specimens d. Specimen collection dropper for liquid fecal specimens 9. Must be WHO prequalified / USA-FDA certified. 	600	100,000

1. The bidder shall provide 2 packs/samples of the quoted brand of each quoted item along with its bid.
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 thermolabile items 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 & thermo log data from factory to Consignee's end.
4. Any further information can be obtained from the office of Purchase Cell, Directorate General Health services, Punjab, 24-Cooper Road Lahore.

SCHEDULE OF REQUIREMENTS:

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Procuring Agency as per schedule of requirements mentioned in bidding documents: -

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

SUPPLY SCHEDULE	DELIVERY OF QTY. WITHOUT PENALTY	GRACE PERIOD	TOTAL DELIVERY PERIOD
Immediately after Receiving of Contract / Purchase Order (100% Stock) *	60 Days	15 Days	75 Days
With penalty @ 0.067 % per day	After Completion of due delivery period specified against each installment penalty @ 2% per month (0.067 per day) shall be imposed.		

Note: The procuring agency may alter the schedule of requirement at the time of issuance of purchase order keeping in view of the quantity of the medicine as well as the requirement of the department.

SECTION IV

EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA

RAPID DIAGNOSTIC KITS & OTHER TESTING STRIPS

FY 2023-2024

COMPULSORY PARAMETERS

- a. Original Tender Purchase Receipt obtained by Depositing Rs. 5000/- (Non-Refundable) to Cashier, Accounts Branch, DGHS.
- b. Attach copy of 2% Bid Security of estimated cost in the form of Irrevocable Bank Guarantee / CDR/Bank Draft/Pay order from any scheduled bank.
- c. National Tax Number (NTN) /General Sales Tax Number (STRN) with documentary proof shall have to be provided by the bidder(s).
- d. The bidder will submit valid Manufacturing License. (in case of manufacturer)
- e. The bidder will provide Establishment Registration Certificate (In case of imported products).
- f. In case of Sole Agent/Authorized Distributor the applicant will submit authorization letter for participation in this tender process for quoted items. However, the principle/manufacturer firm / Sole Agent will also be responsible for quantity & quality of the product.
- g. Valid Drug Sale License (Where applicable)
- h. Valid Enlistment Certificate as per Medical Devices Rules 2017 of the quoted product issued by DRAP Pakistan. (Where applicable).
- i. Valid GMP certificate issued by DRAP (for local manufacturer).
- j. The firm undertakes that currently it is not Blacklisted / Debarred DGHS, Punjab on valid Rs.100 judicial stamp paper duly verified by notary public.
- k. The bid must comply with the advertised technical specifications of the quoted item. Incomplete offer will straightaway be rejected. Firm will also submit documentary evidence of complete specification along with affidavit on Rs. 100 judicial stamp paper that it will full fill all requirements mentioned in Specifications after successful in bidding process.
- l. Valid quality certification of the quoted product as specified in Annexure-K.
- m. Bidder will provide cumulative Financial Turnover of three consecutive financial years (i.e., 2019-20, 2020-21 & 2021-22) must not be less than 300 million Rupees. Firm will provide FBR sale tax return for three financial years i.e., years (i.e., 2019-20,2020-21 & 2021-22)
- n. Bidder must have at least one-year experience of the quoted product in Public sector since 2019. The bidder shall provide (attach) copy of purchase orders along with delivery challan (DC) and Satisfactory Performance Report issued by the procuring agency. (This summary must be on stamp paper of Rs.100 duly legalized / notarized).

(Note: The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.)

- o.* The Bidder will submit an affidavit on Rs. 100/- judicial stamp paper (Notarized) stating the Bidder accepts all the terms and conditions as mentioned in Bidding Documents.
- p.* The firm shall undertake on Rs.100/- judicial stamp paper legally notarized that the Information provided by the firm are in accordance with terms & conditions of the Bidding documents.
- q.* The bidder must submit manufacturer certificate of analysis showing shelf life of the product which should be in accordance with the Enlistment/ Registration Certificate issued by DRAP to ascertain shelf life of product.
- r.* The bidder shall provide 2 packs/samples of the quoted brand of each quoted item along with its bid for evaluation by END USER.

Note:

In case of failure to comply with any above-mentioned parameter, the bidder will be declared as **“NON RESPONSIVE”**.

SECTION V

BID FORM

BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----

Address:-----

E-mail:_____

Phone:_____

Facsimile:_____

Bid for:

Name of Item from the Schedule of Requirements & Technical Specifications (Section-III)

Tender Enquiry No.	Name of the Item	Name of the Brand	Model / Cat #	Country of Origin	MRP (Maximum Retail Price) (if applicable)

Signed:

Dated:

Official Stamp:

BID SUBMISSION FORM

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: {Add name e.g., Supply of Diagnostic Kits etc. for Hepatitis Control Program}

To: *[Name and address of Procuring Agency]*

Dear Sir/Madam,

Having examined the bidding documents including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above- named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a **5 % performance security/guaranty** in the form, in the amounts, and within the times specified in the bidding documents.

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

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

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

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

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

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

Signed:

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

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

BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents and have fully understood it and accept all the terms and condition as mentioned in the BID documents.
- 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) I/We, further undertake that the prices given are reasonable and not given more than in any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, the firm is bound to refund the difference in price.
- 8) Our firm has never been blacklisted by any of the Federal and Provincial Government or organizations of the State/Central Government in Pakistan in the past two years.

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(A)

Name of the Firm

Bid Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation (As per Evaluation Criteria of Lots)	Checklist¹ (To be initialed by the Bidder against each document)	Relevant Page Number² in the Bid (To be filled by the Bidder)	Supporting Documents³ (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
Column: 1	Column: 2	Column: 3	Column: 4

¹ Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

² Bidders are required to mention the exact page number of relevant document placed in the Bid.

³ Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in

column 1.

II. Product Information

1. Are all manufacturing operations (processing, packaging, labeling) carried out internally?
 YES NO

If "No," attach a list of pharmaceuticals and/or raw materials manufactured by other companies and marketed by you. Please give the names of the companies, for each item.

S.No.	Product Name	Manufacturer	Address
1.			
2.			
3.			

If any products are repackaged, attach a list of such products with the name and address of the manufacturer for each product:

S.No.	Product Name	Manufacturer	Address
1.			
2.			
3.			

III. QUALITY DEPARTMENT

1. Do you maintain your own quality control laboratory?
 YES NO (if NO please provide details of alternate arrangements)
2. Number of specialized personnel working in your quality control, quality assurance and microbiological laboratory/ies (excluding administrative personnel). Provide their academic and professional details on a separate sheet.
- Pharmacists : _____
- Chemists : _____
- Others : _____
3. List of Equipment installed in quality control, quality assurance and microbiological laboratory/ies for quality assurance as per BP/USP.
- _____
- _____
4. Are these equipment calibrated & validated.
 YES NO
5. Are all raw materials completely tested prior to use or is a Certificate of Analysis accepted?
- YES NO Certificate of Analysis

6. Are control samples of each batch retained?

YES

NO

7. Name and title of the authorized person (s) responsible for batch release:

Name: _____

Title: _____

Experience in pharmaceuticals: _____ years

8. Name and qualification of the head of the Quality Control department:

Name: _____

Qualification: _____

Experience in pharmaceuticals: _____ years

9. Describe your storage facilities:

The firm will provide logistics/distribution network in Punjab.

The firm will provide human resource regarding logistics/distribution network in Punjab.

MANUFACTURER'S AUTHORIZATION FORM

(On the letterhead of the manufacturer)

FOR

Authorized Sole agent for Foreign Manufacturer

(Medical Devices/ Non-Drug items)

Product applied for:

S.No. of the item	Name of Item	Name of Manufacturer	Country of Origin	Quality Compliance standards

Name of firm _____

Address: _____

Phone _____ Fax _____

E-mail _____ URL _____

http://www. _____

Type of firm: Sole Proprietor Partner Ship Limited

Other _____ Date of establishment _____

List of Board of Directors, Partners, Key Management Personnel (both Technical, Sales & Management - include position, professional qualification, experience).

Total area of the firm premises _____ Owned Rented

Total Area of ware house: _____

Facilities in ware house: _____

Total no. of Employees: Technical _____ Non - Technical _____

National Tax Number _____

Date _____

General Tax Number _____

Date _____

Registrations / Bidding with other departments:

Detail of Head / Branch Office / Workshop (s):

Address: _____

Phone _____

Fax _____

Address _____

Phone _____

Fax _____

Sales / Marketing Staff:

Name	Designation / Responsibility	Qualification	Total Experience	Experience with Current Firm	Training Detail (Local & abroad)

Technical Staff:

Name	Designation / Responsibility	Qualification	Total Experience	Experience with Current Firm

Name & Capacity of the Authorized Contact Person:

Signature of the Authorized Contact Person:

Date: _____

Stamp of the Firm:

DOCUMENTS TO BE ATTACHED (COPIES)

The firm must attach relevant documents

MANUFACTURER'S AUTHORIZATION FORM

(On the letterhead of the manufacturer)

FOR

Authorized Distributor for Foreign Manufacturer

(Medical Devices/ Non-Drug items)

Product applied for:

S.No. of the item	Name of Item	Name of Manufacturer	Country of Origin	Quality Compliance standards

Name of firm _____

Address: _____

Phone _____ Fax _____

E-mail _____ URL _____

http://www. _____

Type of firm: Sole Proprietor Partner Ship Limited

Other _____ Date of establishment _____

List of Board of Directors, Partners, Key Management Personnel (both Technical, Sales & Management - include position, professional qualification, experience).

Total area of the firm premises _____ Owned Rented

Total Area of ware house:

Facilities in ware house:

Total no. of Employees: Technical _____ Non - Technical _____

National Tax Number _____

Date _____

General Tax Number _____ Date _____

Registrations / Bidding with other departments:

Detail of Head / Branch Office / Workshop (s):

Address: _____

Phone _____ Fax _____

Address _____

Phone _____ Fax _____

Sales / Marketing Staff:

Name	Designation / Responsibility	Qualification	Total Experience	Experience with Current Firm	Training Detail (Local & abroad)

Technical Staff:

Name	Designation / Responsibility	Qualification	Total Experience	Experience with Current Firm

Name & Capacity of the Authorized Contact Person:

Signature of the Authorized Contact Person:

Date: _____ Stamp of the Firm:

DOCUMENTS TO BE ATTACHED (COPIES)

The firm must attach relevant documents

BID FORM 4

PRICE SCHEDULE (ON DDP BASIS)

(ON DDP BASIS)

User Note: This form is to be filled by the Bidder for single quoted item and shall submit with Financial Proposal.

Name of the Firm:

Bid Reference. No:

Date of opening of Bid:

Tender Enquiry No.	Name of the Item	Unit Price (inclusive all applicable taxes + transportation + Loading and Unloading charges) in PKR	No. of Units	Total Price of a single test	Discounts (if any)	Final Price (Inclusive of all taxes)	Total
1	2	3	4	5	6	7	8
				3 x 4		5-6	

A) Final Total Price Per Test:

Signature:

Designation:

Date:

Official Stamp:

SECTION VI

DRAFT CONTRACT AGREEMENT

CONTRACT FORM

(CONTRACT)

AS PPR 2014, (amended) Rule 15

AGREEMENT

THIS CONTRACT is made at _____ on _____ day of 201____, between the Directorate General Health Services, Punjab, Government of the Punjab, 24-Cooper Road, Lahore, (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 Specifications	Unit Price (As per contract)	Quantity	Total Cost

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. Conditions of Contract
 - c. The Schedule of Requirements, Delivery Schedule & the Technical Specifications
 - d. Price Schedule
 - e. Payment Schedule
 - f. The General Conditions of Contract
 - g. Performance Guarantee/Security
 - h. Manufacturer’s Certificate of warranty
 - i. Notification of Award
 - j. Integrity Pact
2. **Interpretation:** In this Agreement/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/Agreement”:

SPECIAL CONDITIONS OF THE CONTRACT

3. 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 from Government of Punjab, except that which has been expressly declared pursuant hereto.
 - iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
 - iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
 - v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
 - vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

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 provisions 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]

8. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.

9. **Performance Guarantee/Security:**

(i) The Supplier, within 07 days of issuance of AAT, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 2% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.

(ii) Failure to submit a Performance Guarantee/Security shall result into Cancellation of Contract and initiation of legal action against the firm.

10. **Penalties/ Liquidated Damages**

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

(ii) After the cancellation of the Contract no supplies shall be accepted and the full amount of Performance Guaranty/Security shall be forfeited.

(iii) If the Supplier fails to supply the whole consignment and not able to deliver the item/I, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm may be blacklisted for future participation.

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

(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, **a penalty @ 0.067% per day upto 10% of the total contract amount shall be imposed.**

11. **Product Specifications**

(Detailed technical specifications, given in Section III, will be followed)

12. Labeling and Packing

- i. The name of Product (Generic &/ Brand), equally prominent, should be printed/ written in indelible ink in English on the outer cartons and on each Pack. Besides the name and principal place of business of the Manufacturer, manufacturing date/ Lot No, expiry date, should also be written on the outer carton and on the most inner container.

13. Additional instructions for packing

- i. The suppliers are required to furnish the manufacturing date certificate.
- ii. The following wording/insignia shall be printed/stamped in bold letters in Urdu or English in indelible ink on each carton/ pack:

**“PUNJAB GOVERNMENT PROPERTY”“NOT
FOR SALE”**

14. Shelf life

- i. The shelf life must be up to **80%** for locally manufactured items and **75%** for imported items.
- ii. For locally manufactured items the lower limit of the shelf life must be 80% and for imported items the lower limit of the shelf life must be up to **70% with imposition of 1% penalty on each 1% shortfall in shelf life** below prescribed limit.

15. Testing/Verification Procedures

- i. The consignee's end shall receive the supplies as per the signed contract. The Inspection Committee will be notified by the Procuring Agency which will inspect Goods (serial no, batch/lot wise etc.) as per contracted specifications and approved sample.
 - a. The Samples from the supplied stock shall undergo laboratory analysis from two Government Institutions. The selection of laboratory for test/analysis will be decided by the Inspection Committee/Consignee. The report of the testing laboratory shall be conclusive & final.
 - b. The goods shall be acceptable subject to physical inspection and standard test/analysis report.
 - c. The **cost of the lab tests & samples** shall be borne by the Supplier.
- ii. In case of **substandard/failure/not as per label claim** report of any batch/Lot, 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/consignee 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 stock declared substandard/failed/not as per label claim may undergo retesting to an appellate laboratory selected by the Consignee. In case of standard test/analysis report from appellate laboratory, the stock will be provided to the supplier. In case of substandard/failed/not as per label claim report from the appellate laboratory, the stock will be destroyed in the presence of committee so notified and representative of the supplier at the expense of the suppliers.
- iii. The Inspection Committee can reject the supplied store, even if it is declared of standard quality by the Testing Laboratory, 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.

16. Transportation/Delivery Requirements

- i. The Supplier shall arrange such transportation of the items 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 through reputable courierservice having following features to ensure quality, quantity, safety & efficacy of supplied items:

- a. Traceable online dispatch and delivery record
 - b. Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies
- ii. All costs associated with the transportation including loading/unloading of items and road taxes shall be borne by the Supplier.
 - iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.

17. Insurance of Local Goods

- i. Insurance of Goods and other materials from factory to Site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to site up to the installation, testing & commissioning of the medical equipment.
- ii. Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility.
- iii. The cost of insurance shall be quoted on the basis of insurance through National Insurance Company (NIC) of Pakistan or any other Insurance company operating in Pakistan acceptable to the Procuring Agency.

18. Payment

- i. *100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer(DDO);*
 - a. *against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.*
 - b. *on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.*

Part Supply as per given delivery schedule and Part Payment is allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply according to purchase order issued as per schedule mentioned in schedule of requirement within due time.

19. Packing (Export)

- i. Usual export packing to ensure safe journey up to the site of consignee.

20. Trans-shipment

Trans-shipment is not allowed.

21. Place of delivery

The place of delivery will be Lahore and site of delivery will be Provincial Store of Hepatitis Control Program Lahore.

22. Inspection.

- i. The purchaser or its representative shall have the right to inspect and / or to the test the goods in accordance with the procedure given in SCC to confirm their conformity to the contract specifications at no extra cost to the purchaser.
- ii. All costs associated with testing shall be borne by the supplier.

- iii. The purchasers right to inspect, test and where necessary rejects the goods after the goods either at supplier premises or upon arrival at purchaser’s destinations shall in no way limited or waived by the reason of the goods having previously been inspected, tested and passed by the purchaser or its representatives prior to the goods delivery from the point of supply or manufacturing.
- iv. Nothing in this clause shall in any way release the supplier from any warranty or other obligations under this contract.
- v. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by laboratory, 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.

23. **Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser

Director General Health Services, Punjab
24-Cooper, Road, Lahore.

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 Supplier/ Authorized Agent.

Sealed & Signed on behalf of Procuring Agency

**Name of Contractor
Designation in the Firm**

Director General Health Services, Punjab Primary & Secondary Healthcare Department

Witnesses-1 on behalf of the Contractor

Witnesses-1 on behalf of the Procuring Agency

**Name of Witness
Designation in the Firm**

**Name of Witness
Designation**

SCHEDULE OF REQUIREMENTS:

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Procuring Agency as per schedule of requirements mentioned in bidding documents: -

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

SUPPLY SCHEDULE	DELIVERY OF QTY. WITHOUT PENALTY	GRACE PERIOD	TOTAL DELIVERY PERIOD
Immediately after Receiving of Contract / Purchase Order, (100% Stock) *	60 Days	15 Days	75 Days
With penalty @ 0.067 % per day	After Completion of due delivery period specified against each installment penalty @ 2% per month (0.067 per day) shall be imposed.		

Note: The procuring agency may alter the schedule of requirement at the time of issuance of purchase order keeping in view of the quantity of the medicine as well as the requirement of the department.

ANNEX. D

PRICE SCHEDULE SUBMITTED BY THE BIDDER:

The price schedule with (arithmetic corrections, if any) submitted by the Bidder will be attached.

PAYMENT SCHEDULE

- i. Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO);*
 - a. against satisfactory performance and upon submission of required documents (Bill of Lading, Packing Invoice and Country of Origin Certificate) 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 procuring agency, after recovery of Government dues (if any) including Professional Tax and Lab Testing Charges.*
 - c. On submission of invoice (s)*

- ii. Part Supply as per given delivery schedule and Part Payment is allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply according to purchase order issued as per schedule mentioned in schedule of requirement within due time.*

GENERAL CONDITIONS OF CONTRACT (GCC)

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser (Director General Health Services Punjab, Primary & Secondary Healthcare Department) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
 - (c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means Special Conditions of the Contract.
 - (g) "The Purchaser" means the Director General Health Services Punjab, Primary & Secondary Healthcare 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 substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the department) the price difference shall be paid by the Supplier.

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

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

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

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

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

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

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

8. Ensuring storage arrangements 8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser 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.
For Lot 6 & 7, the Supplier will conduct installation, testing, commissioning and provide training to at least 4 persons.
- Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 10. Delivery and Documents**
- 10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
The Supplier shall furnish all necessary documentation (*Bill of Lading, Packing Invoice and Country of Origin Certificate*) necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- 10.2 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;
- 10.3
- 11. Insurance**
- 11.1 The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
- 12. Transportation**
- 12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement/document.
- 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 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 on DDP Basis 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 vary the prices.
- 17. Contract Amendments** 17.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
- 18. Assignment** 18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 19. Subcontracts** 19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
- 20. Delays in the Supplier's Performance** 20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
- 20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
- 21. Termination for Default** 21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

*“the offering,
giving, receiving,
or soliciting of
anything of value
to
influence the
action of a public
official or the
contractor in the*

p
r
o
c
u
r
e
m
e
n
t
p
r
o
c
e
s
s
o
r
i
n
c
o
n
t
r
a
c
t
e
x
e
c
u
t
i
o
n
t
o
t
h
e
d
e
t
r
i
m

ent of the

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

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

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

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

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all

22.2

reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.

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

22.3 reasonable alternative means for performance not prevented by the Force Majeure event.

23. Termination for Insolvency

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

24. Arbitration and Resolution of Disputes

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

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

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

25. Governing Language

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

26. Applicable Law

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

27. Notices

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

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

28. Taxation

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

PERFORMANCE GUARANTEE

To: *[Name & Address of the Procuring Agency]*

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 2% 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 12 months (extendable) until the _____ day of _____, 202_____

Signature and Seal of the Guarantors/ Bank

AddressDate

ANNEX. H

Manufacturer's Certificate of warranty

ANNEX. I

Purchaser's Notification of Award

(Advance Acceptance of Tender issued by the Procuring Agency will be attached)



Primary & Secondary
Healthcare Department

TENDER DOCUMENT

(DRUGS/MEDICINES)

(PHASE-III)

(FINANCIAL YEAR 2023-24)

Directorate General Health Services, Punjab

**GOVERNMENT OF THE PUNJAB
PRIMARY & SECONDARY HEALTHCARE
DEPARTMENT**

CONTENTS

Tender Data Sheet

SECTION 1

Invitation to Tender

Letter of Invitation

SECTION II

Instructions to Bidders

1. Scope of Bid
2. Source of Funds.
3. Eligible Bidders
4. Corruption and Fraud & Mechanism of Blacklisting
5. Eligible Goods and Services
6. Cost of Bidding.
7. Bidding for Selective Items.

The Bidding Procedure

8. The Governing Rules
9. Applicable Bidding Procedure.

The Bidding Documents

10. Contents of the Bidding Documents
11. Clarification(s) on Bidding Documents
12. Amendment(s) to the Bidding Documents.

Preparation of Bids

13. Language of Bids
14. Documents comprising the Bids.
15. Bid Price.
16. Bid Currencies.
17. Samples.
18. Documentation on Eligibility of Bidders.
19. Documentation on Eligibility of Goods
20. Bid Security
21. Bid Validity
22. Format and Signing of Bids.

Submission of Bids

23. Sealing and Marking of Bids
24. Deadline for Submission of Bids
25. Late Bids
26. Withdrawal of Bids

Opening and Evaluation of Bids

27. Opening of Bids by the Procuring Agency
28. Clarification of Bids
29. Preliminary Examination
30. Evaluation of Bids
31. Qualification of Bidder
32. Rejection of Bids
33. Re-Bidding

34. Announcement of Evaluation Report
35. Contacting the Procuring Agency
36. Grievances Redressal
- Award of Contract
37. Acceptance of Bid and Award Criteria
38. Procuring Agency's Right to vary quantities at the time of Award
39. Notification of Award.
40. Limitation on Negotiations
41. Signing of Contract
42. Performance Guarantee
43. Price Reasonability Certificate
44. Drug Act/DRAP Act Compliance

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

SECTION IV

EVALUATION CRITERIA

SECTION V

BID FORM

BID COVER SHEET

† BID FORM 1

BIDFORM 2

BIDFORM 3

BIDFORM 4

BIDFORM 5

BIDFORM 6

SECTION VI

DRAFT STANDARD CONTRACT

Special Conditions of the Contract

General Conditions of the Contract

TENDER DATA SHEET

ITB Reference	Description	Detail
ITB Clause 24	Last date and time for the receipt of bids	<u>LAST DATE FOR BID</u> <u>SUBMISSION 16-11-2023</u> <u>TILL 11:00 A.M</u>
ITB Clause 27	Date, time and venue of opening of technical bids	DATE: 16-11-2023 AT 11.30 A.M VENUE: Committee Room of DGHS
N/A	Tender/Bid Reference No. (For Drugs / Medicines)	PC- OCB/DRUGS,MEDICINES/PHASE-III /2023-24
ITB Clause 16	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination (DDP Basis)
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	2% of Estimated Cost as given in TENDER against each Item
ITB Clause 21	Bid validity period	180 days from the date of the submission of bids
ITB Clause 09	Bidding procedure	Single Stage – Two Envelope bidding procedure
ITB Clause 27	Directorate General Health Services, Punjab 24-Cooper Road, Lahore Tel: +924299201145	

SECTION I
INVITATION TO BID



Primary & Secondary
Healthcare Department

LETTER OF INVITATION

SUBJECT: **INVITATION FOR TENDER OF DRUGS /MEDICINES THROUGH OPEN COMPETITIVE BIDDING PHASE-III FOR THE FINANCIAL YEAR 2023-24.**

Dear Sir/ Madam

Directorate General Health Services, Punjab invites sealed Bids (Technical & Financial) from Pharmaceutical Manufacturers/Sole Agents of foreign manufacturers for the supply of Drugs /Medicines through open competitive bidding phase-III for the FY 2023-24 on free delivery to Consignee's end basis. Detailed technical specifications along with quantities of Drugs /Medicines through open competitive bidding phase-II are given in the Tender Documents.

2. The bidder must bid for entire/total quantity. Bid for partial quantity will straightway be rejected.

3. Bidders can download the Tender Documents containing tender's item specifications, quantity, terms & conditions from the websites of PPRA, DGHS <https://dghs.punjab.gov.pk/tenders> as well as Primary & Secondary Healthcare Department (<https://pshealthpunjab.gov.pk/Home/Tenders>) for information only. Same can be obtained from purchase cell, DGHS until the closing date for the submission of bids.

4. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. The envelopes shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters. The outer envelope shall clearly be **marked with Tender Enquiry No.** for which the proposal is submitted. Financial Proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders. **It is advised that financial proposals should be submitted separately for each quoted item.**

5. The last date and time for bid submission is **16-11-2023 up till 11:00 A.M.** Bid must reach The Purchase Cell, Directorate General Health Services Punjab, 24 Cooper Road, Lahore on **16-11-2023 up till 11:00 A.M** which shall be opened on the same date at **11:30 A.M.**

6. The firms shall pay a non-refundable Tender/bidding document Fee of Rs. **5000/-** of Tender/bidding documents at accounts office of Directorate General Health Services, Punjab.

7. All bids should be submitted in Tape Binding and properly sealed in envelopes. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the Tender Documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.

8. In case the date of opening or last date of sale 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.

Note:

- 1) The Procurement/Bidding Process shall be governed by the Punjab Procurement Rules, 2014.**
- 2) Item(s) shall be quoted in Technical & Financial Proposal with both Brand Name(s) and generic name.**
- 3) The bidder shall attach unhidden photocopy of 2% Bid Security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR), with Technical Proposal (hard copy) and Original with Financial Proposal.**

**Director General Health Services, Punjab,
Primary & Secondary Healthcare Department
Government of the Punjab, Lahore.**

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

SECTION II
INSTRUCTIONS TO
BIDDERS

1. Scope of Bid

1.1 DGHS, Government of the Punjab, invites sealed bids from Pharmaceutical Manufacturers/Sole Agents of Foreign Manufacturers for supply of Drugs /Medicines through open competitive bidding phase-III for Health Facilities in Punjab working under the administrative control of Primary & Secondary Healthcare Department, Directorate General Health Services Punjab, Vertical Programs DGHS Punjab and Specialized Healthcare & Medical Education Department as per quantities and specifications more specifically described in **Section III of the Tender Documents** Schedule of Requirements & Technical Specifications.

2. Source of Funds

2.1 Government of the Punjab.

3. Eligible Bidders

3.1 This Invitation to Bid is open to all pharmaceutical manufacturers/authorized sole agents of foreign manufacturers/Principals in Pakistan by DGHS for the year 2023-24 for supply of Drugs /Medicines through open competitive bidding phase-III more specifically described in the Section III, Schedule of Requirements & Technical Specifications.

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 as 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 procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for,*

or solicitation of anything of value by any public official during the exercise of his duty; it may include any of the following practices:

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party.

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

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

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

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

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, for a stated or indefinite period.

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 Blacklisting / Debarment process.

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / 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 procuring agency.

PROCEDURE: The procedure mentioned in Punjab Procurement Rules 2014 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 this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding

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

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 TOTAL 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, of the Government of Punjab.

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 procuring agency.*
- (iv) the procuring agency 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 procuring agency 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 for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB) (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
- (f) Draft Standard Contract (Section-VI)
 - i. Contract Form
 - ii. General Conditions of the Contract
 - iii. Special Conditions of Contract,

10.2 The “Invitation for Bids” is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed 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 Procuring Agency in writing at the Procuring Agency’s address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than **Ten (10) days** prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents

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

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 or through official website of DGHS, and shall be binding on them.

12.3 To allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring

Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

13. Language of 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.

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, preferably typed. Any alteration/correction must be initialed. 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 Procuring Agency.

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 (PKR) on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination (DDP Basis).

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 Procuring Agency in Section III.

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 Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

19. 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 The bidder shall submit 2 % bid security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR)/Pay Order/SDR from any scheduled bank.

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

Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

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

21.3 Bidders who:-

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

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

22.2 The original bid shall be typed or written in indelible ink. 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 persons signing the bid.

22(a). Submission of Bids/Proposals.

The bidder must submit Bid/Proposal via by hand submission by firm's authorized representative before date and time mentioned in letter of invitation.

In case of any discrepancy & conflict, the record submitted in hard form will prevail. All blank fields are mandatory to fill/complete and submit hard copy of bidding documents and relevant required documents in tape binding with page number mentioned on each page with sign and stamp. The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals.

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 Reference Number & Tender No.**

23.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference, Tender 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 23.4 above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

24. Deadline for Submission of Bids

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

24.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the

bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

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

26. Withdrawal of Bids

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

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in initiation of legal action against the firm.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Procuring Agency.

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

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

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

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

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

28. Clarification of Bids.

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

29. Preliminary Examination.

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

29.2 In the Financial Bids, the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

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

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

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

30. Evaluation of Bids.

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

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria Least Cost Method 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, if required on C&F basis.

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. Qualification of Bidder

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

31.2 The procuring Agency may conduct surprise inspection either itself or through third party of firms during validity of bid period, however in case of unsatisfactory compliance condition to the standards; the procuring agency reserves the right to initiate legal proceedings besides disqualification.

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

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

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

31.6 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, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31.7 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

32. Rejection of Bids

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

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

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

33. Re-Bidding

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

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

34. Announcement of Evaluation Report

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

35. Contacting the Procuring Agency

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

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

36. Grievance Redressal

- 36.1 Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Bid evaluation report.

AWARD OF CONTRACT

37. Acceptance of Bid and Award Criteria

- 37.1 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.

38. Procuring Agency's Right to vary quantities at the time of Award as per PP Rule 59 (c)-iv

- 38.1 The Procuring Agency may vary in quantities as per Punjab procurement rule 59 (c)-iv against the quantity of goods originally specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPRA 2014.

39. Notification of Award

- 39.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.
- 39.2 DGHS under the administrative control of The Primary & Secondary Healthcare Department will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Security within 10 (Ten) days after receiving of AAT. After receipt of Performance Guarantee, the DGHS will sign the Contract and subsequently Purchase Orders will be issued accordingly.
- 39.3 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

40. Limitation on Negotiations.

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

41. Signing of Contract.

- 41.1 The Framework Contract is to be made on stamp Paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January 2014.

42. Performance Guarantee.

42.1 Before signing of Framework Contract, the successful Bidder shall furnish a Performance Guarantee in the form of 2% of awarded item(s), on the Form and in the mannered prescribed by the Procuring Agency.

42.2 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.

42.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.

43. Price Reasonability.

43.1 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.

44. Drugs Act/ DRAP Act Compliance.

All supplies will comply with the provision of Drugs Act 1976/DRAP Act 2012 and Punjab Drugs (Amendments) Act 2017 and rules framed there under.

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

LIST, TECHNICAL SPECIFICATIONS & QUANTITIES FOR DRUGS/MEDICINES

(FY 2023-24).

Drugs/Medicines

Sr	Generic Name	Specifications	Unit Price	Total Quantity	Total Cost
1	Isoflurane Liquid Inhalation 100ml	Isoflurane Liquid Inhalation, Bottle of 100 ml, Individually packed in carton with leaflet. (The company is bound to provide (with latest & high end model vaporizer, temperature & flow compensated) compatible with the anesthesia machine (as and when demanded by the end user).The company will calibrate and maintain the vaporizers free of cost.)	3,105	61,000	189,405,000
2	Protamine Sulphate 10mg/ml Injection	Protamine Sulphate 10mg/ml injection 5ml vial packed in carton	155	100,000	15,500,000
3	Injection Magnesium Chloride +Potassium Chloride + Procaine HCL (Cardioplagic Solution)	Injection Magnesium Chloride +Potassium Chloride + Procaine HCL (Cardioplagic Solution), ampule of 10 ml, pack of 10's amp in carton.	110	40,000	4,400,000
4	Iohexol / Contrast Media 350mg / ml	Iohexol / Contrast Media 350mg / ml , pack of 50 ml	3,500	40,000	140,000,000

Note:

1. The estimated cost is for calculation of bid security only. Moreover, in case of variation in pack size of dosage form (liquid) rates will be calculated on per ml basis.
2. The bidder shall provide 02 commercial packs of the quoted brand of each quoted item along with its bid. Packaging/packing material of the Drug/Medicine/Medical Devices shall be of same quality/strength/gauge/grammage as supplied in local market.
3. The packaging of glass bottle (oral/injectable) and plastic bottle/HDPE/PVDC material shall be as per submitted commercial samples for the pharmaceutical finished product packaging.
4. 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.
5. For experience of the quoted product, the experience of offered pack size/volume will be considered.
6. For thermolabile 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 & thermology data from factory to Consignee's end.
7. Any further information can be obtained from the office of Purchase cell DGHS Address 24-Cooper Road Lahore.

SECTION IV

EVALUATION CRITERIA

**(A) BID/TENDER TECHNICAL EVALUATION CRITERIA FOR DRUGS/MEDICINES
(FOR LOCAL MANUFACTURER)**

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

COMPULSORY PARAMETERS

- i. Original Tender Purchase Receipt obtained by Depositing Rs. 5000/- (Non-Refundable) to Cashier, Accounts Branch, DGHS.
- ii. The bidder will submit 2 % bid security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
- iii. The bidder must possess valid Drug Manufacturing License issued by DRAP.
- iv. The bidder must possess valid Good Manufacturing Certificate (GMP) OR Valid Satisfactory GMP Inspection Report issued by DRAP.
- v. Qualification of quoted item section is compulsory only those section will be prequalified which are mentioned on valid GMP Certificate OR on Valid Satisfactory GMP Inspection Report issued by DRAP.
- vi. The bidder will provide valid Drug Registration Certificate on the name of bidder of the quoted product (DRC must have quoted pack size). Experience of quoted item must be at least one year which will be considered from date of registration.
- vii. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that complies 100% with the required specifications and fulfill the requirements as per prevailing rules shall be considered.
- viii. The firm will provide form-29 issued by SECP. (Article of association of companies) /Form C (Registered from registrar of firms)/ sole proprietorship.
- ix. The bidder must submit bio similarity studies data of quoted item (for biologicals and biotech products). The biosimilar study must be from DRAP notified labs or WHO/JPMHLW/EMA/US FDA approved/accredited labs only OR quoted product must have status of reference product for biosimilar studies on USA FDA/registered at EMA official websites.
- x. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious & Adulterated by DTLs of the Punjab/any Competent Lab” since last 3 years till the closing date of Bid Document submission.
- xi. Undertaking regarding “Non-Declaration of any Spurious & Adulterated Batch of the quoted item manufactured by firm by DTLs of the Punjab/any Competent Lab” on valid Rs.100 stamp paper duly verified by notary public.
- xii. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board

- (PQCB) on the offense of Spurious & Adulterated Drugs/Medicines.
- xiii. The firm undertakes that currently it is not Blacklisted/Debarred by DGHS, Punjab on valid Rs. 100 stamp paper duly verified by notary public.
 - xiv. The firm will undertake on notarized stamp paper of Rs.100 that the firm will be bound to provide stocks in reefer container(s) (maintaining controlled temperature as per item specs) for delivery of goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods.
 - xv. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.
 - xvi. The applicant will submit an affidavit on Rs. 100/- stamp paper (Notarized) stating the applicant accepts all the terms and conditions of the Tender Document.
 - xvii. Two pack of samples for evaluation by the technical committee (Samples must be of commercial pack).

ORDINARY PARAMETERS
FOR DRUGS/MEDICINES (LOCAL MANUFACTURERS)
(MARKING CRITERIA)

Serial No.	Description	Category Points
1	SOURCE OF API OF QUOTED ITEM	Max 10
	Source Licensed by Original or accredited by FDA/WHO/EMA (Certificate). Firm should provide import documents (Bill of Lading/Airway Bill/GD documents etc.) of quoted source from 1st January 2021 till the closing date of Tender Document submission.	10
	Other source of API with certificate of analysis Firm should provide import documents (Bill of Lading/Airway Bill/GD documents etc.) of quoted source from 1st January 2021 till the closing date of Tender Document submission.	05
<i>Furthermore, bidder will undertake on Rs.100/- notarized stamp paper that it will provide supply manufactured from claimed source.</i>		
2	FINANCIAL SOUNDNESS OF THE FIRM	Max 10
	Minimum Annual financial turnover for any of single financial year (i.e. 2019-20/2020-21/2021-22)/calendar year (i.e. 2020/2021/2022) must be Equivalent or Higher than 1,000 million rupees for medicine of local manufacturer.	10
	Minimum Annual financial turnover for any of single financial year (i.e. 2019-20/2020-21/2021-22)/calendar year (i.e. 2020/2021/2022) must be at least 700 million rupees or above for medicine of local manufacturer.	07
	Minimum Annual financial turnover for any of single financial year (i.e. 2019-20/2020-21/2021-22)/calendar year (i.e. 2020/2021/2022) must be at least 500 million rupees or above for medicine of local manufacturer.	05
	Minimum Annual financial turnover for any of single financial year (i.e. 2019-20/2020-21/2021-22)/calendar year (i.e. 2020/2021/2022) must be at least 250 million rupees or above for medicine of local manufacturer.	03
<i>Firm will provide FBR income tax return/sales Tax return for the years 2019-20/2020-21/2021-22 or in case of calendar year 2020/2021/2022. (Joint venture, consortium and subsidiary shall not be accepted.)</i>		
3	EXPERIENCE OF THE QUOTED PRODUCT SINCE 1st January 2022 till the closing date of Tender Document submission.	Max 10
	Supply of the quoted product Equivalent or Higher than the advertised quantity in Private Sector.	10
	Supply of the quoted product at least 70% or above of total of advertised quantity in Private Sector.	07
	Supply of the quoted product at least 50% to below 70% of advertised quantity in Private Sector.	05

	Supply of the quoted product at least 25% to below 50% of advertised quantity in Private Sector.	03
<i>The bidder shall provide (attach) summary of market/private sale. (This summary must be on stamp paper of Rs.100 duly legalized/notarized which may be verified. Any false claim lead to disqualification/blacklisting of firm)</i>		
4	EXPERIENCE OF THE QUOTED PRODUCT SINCE 1st January 2022 till the closing date of Tender Document submission.	Max 10
	Supply of the quoted product Equivalent or higher than advertised quantity in Public sector.	10
	Supply of the quoted product at least 70% or above of total of advertised quantity in Public Sector.	07
	Supply of the quoted product at least 50% to below 70% of advertised quantity in Public Sector.	05
	Supply of the quoted product at least 25% to below 50% of advertised quantity in Public Sector.	03
<i>The bidder shall provide (attach) summary of purchase orders of institutional sale along with delivery challan (DC) of subsequent Purchase Orders. (This summary must be on stamp paper of Rs.100 duly legalized/notarized along with Purchase Orders (from 1st January 2022 till the closing date of tender document submission) & relevant Delivery Challan. The Purchase Orders /DC may be verified, and any false claim shall lead to disqualification/blacklisting of firm. Purchase order along with relevant delivery Challan of the respective government institution will be considered only (alone purchase order will not be considered.)</i> Note: The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.		
5	CREDIBILITY & CERTIFICATION OF MANUFACTURER	Max 15
I.	Valid ISO 17025 Certification for competence of Testing and Calibration of Labs.	3
II.	Valid ISO 14001 (certificate)	3
III.	Valid International reputed certification (WHO/JPMHLW/US-FDA)	3
IV.	Waste Water Treatment Plant (attach copy of layout plan and SOPs)	3
V.	Registration of firm with IQVIA Solutions (formerly IMS) for each quoted item.	3
6	QUALITY OF PRODUCT	Max 05
	If samples of quoted product declared sub-standard by DTL are less than 1% during last Financial Year.	05
	If samples of quoted product declared sub-standard by DTL are 1-2% during last Financial Year.	03
	If samples of quoted product declared sub-standard by DTL are 2-3% during last Financial Year.	01
<i>The bidder will provide undertaking on Rs.100/- notarized stamp paper. Data of substandard batches may be verified from Drug Testing Laboratories.</i>		
7	NUMBER OF FUNCTIONAL STABILITY CHAMBER	Max 6
	No. of functional stability chamber 2-3 or	2
	No. of functional stability chamber 4-6 or	4
	No. of functional stability chamber 7 or above	6

The firm must submit undertaking on notarized stamp paper of worth Rs.100/- .The Firm will also submit valid calibration/validation report.		
8	STABILITY STUDIES	Max 02
	Accelerated Stability Study data of quoted item	01
	Real Time Stability Study data of quoted item (Jan 2021 to onward)	01
9	Primary Reference Standard with Valid Shelf Life used for Quality Control Testing/Analysis of Quoted Item (The firm shall submit Import/Shipping Documents/Import trail and Certificate of Analysis (COA)).	Max 02
10	TECHNICAL STAFF OF MANUFACTURING UNIT	Max 05
	Total Number of pharmacist (Minimum number of employed pharmacists must be 10 excluding M.Phil and PhD)	02
	At least two M.Phil degree holder in any Discipline of Pharmacy or related field	02
	At least one Ph.D degree holder in any Discipline of Pharmacy or related field	01
<i>The bidder shall provide the attested copies of degrees & appointment issued by firm to employees. The firm shall provide undertaking of Rupees 100 stamp paper (Affidavit) that the staff (claimed in Tender/Bidding documents) is currently working in Manufacturing unit/Firm and will provide HEC approved or Equivalency (in case of Foreign Degree holders) degrees along with appointment letter.</i>		
11	AVAILABILITY OF PRODUCT AT MAJOR CHAIN PHARMACIES	Max. 05
	Availability of product at major chain pharmacies having minimum 05 branches with in Punjab (one mark for each chain & maximum up to 5 marks) - Specialized Hospital Items may be exempted from said requirement. In such cases Hospitals purchase orders (P.O) will be considered maximum up to 5 Marks. (Purchase order along with delivery Challan of pharmacy/Hospitals will be accepted only). The firm will submit warranty Invoice (s). Warranty Invoice (s) shall be issued by the authorized distributor to the chain pharmacy for the quoted item from 1 st January 2022 to 30 th June 2023. Any false claim shall be considered as fraudulent practice. Unnecessary/ irrelevant document should not be part of bid. The firm will also submit undertaking on Rs.100 stamp paper that its quoted product is available in retail chain as per provided record submitted in bid.	05
	GRAND TOTAL	80
	QUALIFYING MARKS = 60%	

QUALIFYING MARKS: 48 OUT OF 80 (60%)

Financial bids of only “Technically Responsive Bidders” will be opened.

**(B) BID/TENDER TECHNICAL EVALUATION CRITERIA
FOR DRUGS/MEDICINES (FOR SOLE AGENT/
IMPORTERS OF FOREIGN PRINCIPLE)**

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

COMPULSORY PARAMETERS

- i. Original Tender Purchase Receipt obtained by Depositing Rs. 5000/- (Non-Refundable) to Cashier, Accounts Branch, DGHS.
- ii. The bidder will submit 2 % bid security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
- iii. The bidder must possess valid Drug Sale License.
- iv. Valid Sole agency agreement of quoted item.
- v. The bidder will provide valid Drug Registration Certificate on the name of bidder of the quoted product (DRC must have quoted pack size). Experience of quoted item must be at least one year which will be considered from date of registration.
- vi. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that complies 100% with the advertised specifications and fulfill the requirements as per prevailing rules shall be considered.
- vii. Quoted product must have WHO Prequalification /JpMHLW/EMA/USFDA approval.
- viii. The bidder must submit bio similarity studies data of quoted item (for biologicals and biotech products). The biosimilar study must be from DRAP notified labs or WHO/JpMHLW/EMA/US FDA approved/accredited labs only or Quoted product must have status of reference product for biosimilar studies in US FDA/registered at EMA official website.
- ix. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious & Adulterated by DTLs of the Punjab/any Competent Lab” since last 3 years till the closing date of Bid Document submission.
- x. Undertaking regarding “Non-Declaration of any Spurious & Adulterated Batch of quoted item supplied by firm by DTLs of the Punjab/any Competent Lab” on valid Rs. 100 stamp paper duly verified by notary public.
- xi. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious & Adulterated Drugs/Medicines.
- xii. The firm undertakes that currently it is not Blacklisted/Debarred by DGHS, Punjab on valid Rs.100 stamp paper duly verified by notary public.

- xiii. The firm will undertake on notarized stamp paper of Rs.100 that the firm will be bound to provide stocks in reefer container(s) (maintaining controlled temperature as per item specs) for delivery of goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods.
- xiv. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.
- xv. The applicant will submit an affidavit on Rs. 100/- stamp paper (Notarized) stating the applicant accepts all the terms and conditions of the Tender Document.
- xvi. Two pack of samples for evaluation by the technical committee (Samples must be of commercial pack).

ORDINARY PARAMETERS**FOR DRUGS/MEDICINES (FOR SOLE AGENT/ IMPORTERS OF FOREIGN PRINCIPLE) (MARKING CRITERIA)**

SERIAL NO.	DESCRIPTION	CATEGORY POINTS
1	EXPERIENCE OF THE QUOTED PRODUCT SINCE 1st January 2022 to the closing date of Tender Document submission.	Max 10
	Supply of the quoted product Equivalent or Higher than the advertised quantity in Private Sector.	10
	Supply of the quoted product at least 70% or above of total of advertised quantity in Private Sector.	07
	Supply of the quoted product at least 50% to below 70% of advertised quantity in Private Sector.	05
	Supply of the quoted product at least 25% to below 50% of advertised quantity in Private Sector.	03
<i>The bidder shall provide (attach) summary of market/private sale. (This summary must be on stamp paper of Rs.100 duly legalized/notarized which may be verified. Any false claim will lead to disqualification/blacklisting of firm)</i>		
2	FINANCIAL SOUNDNESS OF THE FIRM	Max 10
	Minimum Annual financial turnover for any of single financial year (i.e. 2019-20/2020-21/2021-22)/calendar year (i.e. 2020/2021/2022) must be Equivalent or Higher than 600 million rupees of Sole Agent of Foreign manufacturer.	10
	Minimum Annual financial turnover for any of single financial year (i.e. 2019-20/2020-21/2021-22)/calendar year (i.e. 2020/2021/2022) must be at least 450 million rupees or above of Sole Agent of Foreign manufacturer.	07
	Minimum Annual financial turnover for any of single financial year (i.e. 2019-20/2020-21/2021-22)/calendar year (i.e. 2020/2021/2022) must be at least 300 million rupees or above of Sole Agent of Foreign manufacturer.	05
	Minimum Annual financial turnover for any of single financial year (i.e. 2019-20/2020-21/2021-22)/calendar year (i.e. 2020/2021/2022) must be at least 150 million rupees or above of Sole Agent of Foreign manufacturer.	03
<i>Firm will provide FBR income tax return/sales Tax return for the years 2019-20/2020-21/2021-22 or in case of calendar year 2020/2021/2022. (Joint venture, consortium and subsidiary shall not be accepted.)</i>		
3	EXPERIENCE OF THE QUOTED PRODUCT SINCE 1st January 2022 to the closing date of Tender Document submission.	Max 10
	Supply of the quoted product Equivalent or Higher than the advertised quantity in Public Sector.	10
	Supply of the quoted product at least 70% or above of total of advertised quantity in Public Sector.	07
	Supply of the quoted product at least 50% to below 70% of advertised quantity in Public Sector.	05

	Supply of the quoted product at least 25% to below 50% of advertised quantity in Public Sector.	03
<p><i>The bidder shall provide (attach) summary of purchase orders of institutional sale along with delivery challan (DC) of subsequent Purchase Orders. (This summary must be on stamp paper of Rs.100 duly legalized/notarized along with Purchase Orders (from 1st January 2022 till the closing date of tender document submission) & relevant Delivery Challan. The Purchase Orders /DC may be verified, and any false claim shall lead to disqualification/blacklisting of firm. Purchase orders along with relevant delivery Challan of the respective government institution will be considered only (alone purchase orders will not be considered.)</i></p> <p>Note: The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.</p>		
4	BIDDER & MANUFACTURER RELATIONSHIP REGARDING IMPORT EXPERIENCE (IN CASE OF SOLE AGENT)	Max 10
	Sole Agent Certification/Authorization from Manufacturer	
	Upto 2 years	05
	Above 2 to 5 years	07
	Above 5 years	10
5	LOCAL MARKET BUSINESS	Max 15
	How many years the quoted product is being marketed in Pakistan?	
	<i>Less than one year will not be considered</i>	
	1 to 2 year	05
	Above 2 to 5 years	10
	Above 5 years	15
6	COMPLIANCE OF QUALITY STANDARDS OF QUOTED ITEM	Max 05
	Quality Compliance Standards (EMA/JMHLW/US FDA/prequalified by WHO/The product having registration in Stringent Regulatory Authorities (SRA) Founding Regulatory Members countries as (Europe, USA, and Japan) and Standing Regulatory Members as (Canada, Switzerland & Australia), Regulatory Members (Brazil, China, Singapore, Republic of Korea).	05
7	QUALITY OF PRODUCT	Max 05
	If samples of quoted product declared sub-standard by DTL are less than 1% during last Financial Year.	05
	If samples of quoted product declared sub-standard by DTL are 1-2% during last Financial Year.	03
	If samples of quoted product declared sub-standard by DTL are 2-3% during last Financial Year.	01
<p><i>The bidder will provide undertaking on Rs.100/- notarized stamp paper. Data of substandard batches can be verified from Drug Testing Laboratories.</i></p>		
8	AVAILABILITY OF QUOTED PRODUCT (P.O/PERFORMA INVOICE/LC COPY ETC.) SINCE 1st January 2021 to 30th June 2022.	Max 10
	Countries (USA/Europe/Japan/UK)	10
	Or Other Countries 1 mark per country 05 and above countries	05
	GRAND TOTAL	75
	QUALIFYING MARKS = 60%	

QUALIFYING MARKS: 45 OUT OF 75 (60%)

Financial bids of only “Technically Responsive Bidders” will be opened.

(C) TENDER/BID TECHNICAL EVALUATION CRITERIA
FOR MEDICAL DEVICES OTHER THEN AUTO
DISPOSABLE /REUSE PREVENTION SYRINGES
(FOR LOCAL MANUFACTURER & SOLE AGENT OF FOREIGN PRINCIPLE)

Failure to comply with any compulsory parameter will result in “non-responsiveness of the bidder for quoted item”.

COMPULSORY PARAMETERS

- a. Original Tender Purchase Receipt obtained by Depositing Rs. 5000/- (Non-Refundable) to Cashier, Accounts Branch, DGHS.
- b. The bidder will submit 2 % bid security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
- c. Valid Drugs Manufacturing License (for manufacturers)/Valid Establishment Registration Certificate (for sole agents).
- d. Valid Drugs Sale License (for sole agents).
- e. Valid Drug Registration Certificate/Drug Enlistment Certificate in the name of bidder, whichever applicable as per Medical Devices Rules 2017 of the quoted product issued by DRAP Pakistan.
- f. Valid GMP certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for local manufacturer).
- g. Minimum Annual financial turnover for any of single financial year (i.e. 2019-20/2020-21/2021-22)/calendar year (i.e. 2020/2021/2022) must be 165 Million Rupees or above for local manufacturer/Sole Agent of Foreign manufacturer. Firm will provide FBR income tax return/sales Tax return for the year 2019-20, 2020-21 and 2021-22 or in case of calendar year 2020/2021/2022.
Note: Income Tax/Sales Tax return for the FY 2021-22 will be considered supported with bank statement (FY-2021-22) of the title account of the applicant firm only. Both Tax return and Bank statement must be above 165 Million Rupees. (Firm will attach bank statement signed and stamped from concerned bank along with FBR income tax/sales tax return) and same for calendar year-2022. (Joint venture, consortium and subsidiary shall not be accepted.)
- h. Valid Sole Agency Agreement of quoted item (for Importers).
- i. Valid ISO 13485
- j. Valid quality certification of CE/UNFPA/JMHLW/US FDA approval certification or prequalification by WHO. Certificates provided by the firm on its own letter head are not acceptable, CE marked by conformity assessment bodies (CABs) notified in NANDO database under the relevant European directive for medical devices of European Union will be accepted only.
- k. Valid Free Sale Certificate indicating that the quoted brand is freely available in the country of manufacturer. This certificate must be issued by relevant authority of the country of origin duly legalized/ notarized by embassy of Pakistan/ country of

manufacturer (For Sole agents only). This certificate shall be valid till validity period of the Bid.

- l. The experience of quoted product must be at least three years (Financial year) since July 2018 onward till closing date of tender document submission. (Firm must attach Purchase Orders of quoted items of Public Sector Institution anywhere in Pakistan).
Note: The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.
- m. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious & Adulterated by DTLs of the Punjab/any Competent Lab” since last 3 years till the closing date of Bid Document submission.
- n. Undertaking regarding “Non-Declaration of any Spurious & Adulterated Batch of quoted item manufactured/supplied by firm by DTLs of the Punjab/any Competent Lab” on valid Rs.100 stamp paper duly verified by notary public.
- o. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious & Adulterated Medical Devices.
- p. The firm undertakes that currently it is not Blacklisted/Debarred by DGHS, Punjab on valid Rs. 100 stamp paper duly verified by notary public.
- q. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.
- r. Four pack of samples for evaluation by the technical committee (Samples must of commercial pack). The end user evaluation shall be knockdown criteria.

NOTE:

Financial bids of only “Technically Responsive Bidders” will be opened.

(D) TENDER/BID TECHNICAL EVALUATION CRITERIA
FOR AUTO DISABLE /REUSE PREVENTION
SYRINGES ONLY

(FOR LOCAL MANUFACTURER & SOLE AGENT OF FOREIGN PRINCIPLE)

Failure to comply with any compulsory parameter will result in “non-responsiveness of the bidder for quoted item”.

COMPULSORY PARAMETERS

- a. Original Tender Purchase Receipt obtained by Depositing Rs. 5000/- (Non-Refundable) to Cashier, Accounts Branch, DGHS.
- b. The bidder will submit 2 % bid security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
- c. Valid Drugs Manufacturing License (for manufacturers) / Valid Establishment Registration Certificate (for Sole Agents).
- d. Valid Drugs Sale License (for Sole Agents).
- e. Valid Device Registration Certificate/Device Enlistment Certificate in the name of bidder, whichever applicable as per Medical Devices Rules 2017 of the quoted product issued by DRAP Pakistan.
- f. Valid GMP certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for local manufacturer).
- g. Minimum Annual financial turnover for any of single financial year (i.e. 2019-20/2020-21/2021-22)/calendar year (i.e. 2020/2021/2022) must be 165 Million Rupees or above for local manufacturer/Sole Agent of Foreign manufacturer. Firm will provide FBR income tax return/sales Tax return for the year 2019-20, 2020-21 and 2021-22 or in case of calendar year 2020/2021/2022.
Note: Income Tax/Sales Tax return for the FY 2021-22 will be considered supported with bank statement (FY-2021-22) of the title account of the applicant firm only. Both Tax return and Bank statement must be above 165 Million Rupees. (Firm will attach bank statement signed and stamped from concerned bank along with FBR income tax/sales tax return) and same for calendar year-2022. (Joint venture, consortium and subsidiary shall not be accepted.)
- h. Valid Sole Agency Agreement of quoted item. (for Importers).
- i. Valid ISO 13485.
- j. Valid quality certification of JMHLW/US FDA approval certification or prequalification by WHO. Certificates provided by the firm on its own letter head are not acceptable.
- k. Valid Free Sale Certificate indicating that the quoted brand is freely available in the country of manufacturer. This certificate must be issued by relevant authority of the country of origin duly legalized/ notarized by embassy of Pakistan/ country of manufacturer (For Sole agents only). This certificate shall be valid till validity period of the Bid.
- l. The experience of quoted product must be at least one year (Financial year) since July 2018 onward till closing date of Tender document submission. (Firm

must attach Purchase Orders of quoted items of Public Sector Institution anywhere in Pakistan).

Note: *The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.*

- m. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious & Adulterated by DTLs of the Punjab/any Competent Lab” since last 3 years till the closing date of Bid Document submission.
- n. Undertaking regarding “Non-Declaration of any Spurious & Adulterated Batch of quoted item manufactured/supplied by firm by DTLs of the Punjab/any Competent Lab” on valid Rs.100 stamp paper duly verified by notary public.
- o. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious & Adulterated Medical Devices.
- p. The firm undertakes that currently it is not Blacklisted/Debarred by DGHS, Punjab on valid Rs.100 stamp paper duly verified by notary public.
- q. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.
- r. Four pack of samples for evaluation by the technical committee (Samples must of commercial pack). The end user evaluation shall be knockdown criteria.

NOTE:

Financial bids of only “Technically Responsive Bidders” will be opened.

(E) TENDER TECHNICAL EVALUATION
CRITERIA FOR SURGICAL DRESSING ONLY
(FOR LOCAL MANUFACTURER & SOLE AGENT OF FOREIGN
PRINCIPLE)

Failure to comply with any compulsory parameter will result in “non-responsiveness of the bidder for quoted item”.

COMPULSORY PARAMETERS

- a. Original Tender Purchase Receipt obtained by Depositing Rs. 5000/- (Non-Refundable) to Cashier, Accounts Branch, DGHS.
- b. The bidder will submit 2 % bid security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
- c. Valid Drugs Manufacturing License (for manufacturers) / Valid Establishment Registration Certificate (for Sole Agents).
- d. Valid Drugs Sale License (for Sole Agents).
- e. Valid Device Registration Certificate/Device Enlistment Certificate in the name of bidder, whichever applicable as per Medical Devices Rules 2017 of the quoted product issued by DRAP.
- f. Valid GMP certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for local manufacturer).
- g. Minimum Annual financial turnover for any of single financial year (i.e. 2019-20/2020-21/2021-22)/calendar year (i.e. 2020/2021/2022) must be 150 Million Rupees or above for local manufacturer/Sole Agent of Foreign manufacturer. Firm will provide FBR income tax return/sales Tax return for the year 2019-20, 2020-21 and 2021-22 or in case of calendar year 2020/2021/2022.
Note: Income Tax/Sales Tax return for the FY 2021-22 will be considered supported with bank statement (FY-2021-22) of the title account of the applicant firm only. Both Tax return and Bank statement must be above 150 Million Rupees. (Firm will attach bank statement signed and stamped from concerned bank along with FBR income tax/sales tax return) and same for calendar year-2022. (Joint venture, consortium and subsidiary shall not be accepted.)
- h. Valid Sole Agency Agreement of quoted item. It must be from at least previous one year till the last date of bid submission (for Importers).
- i. Valid ISO 13485.
- j. The firm will provide form-29 issued by SECP. (Article of association of companies) /Form C (Registered from registrar of firms)/ sole proprietorship. (For manufacturer only)
- k. Valid Free Sale Certificate indicating that the quoted brand is freely available in the country of manufacturer. This certificate must be issued by relevant authority of the country of origin duly legalized/ notarized by embassy of

Pakistan/ country of manufacturer (For Sole agents only). This certificate shall be valid till validity period of the Bid.

- l. The experience of quoted product must be at least three years (Financial year) since July 2018 onward till closing date of Tender document submission. (Firm must attach Purchase Orders of quoted items of Public Sector Institution anywhere in Pakistan).

Note: The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.

- m. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious & Adulterated by DTLs of the Punjab/any Competent Lab” since last 3 years till the closing date of Bid Document submission.
- n. Undertaking regarding “Non-Declaration of any Spurious & Adulterated Batch of the quoted item manufactured/supplied by firm by DTLs of the Punjab/any Competent Lab” on valid Rs.100 stamp paper duly verified by notary public.
- o. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious & Adulterated Medical Devices.
- p. The firm undertakes that currently it is not Blacklisted/Debarred by DGHS, Punjab on valid Rs.100 stamp paper duly verified by notary public.
- q. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.
- r. The applicant will submit an affidavit on Rs. 100/- stamp paper (Notarized) stating the applicant accepts all the terms and conditions of the Tender Document.
- s. Four pack of samples for evaluation by the technical committee (Samples must of commercial pack). The end user evaluation shall be knockdown criteria.

NOTE: Financial bids of only “Technically Responsive Bidders” will be opened.

SECTION

V

BID FORM

BID COVER SHEET

Bid Ref. Tender: -----

Date: -----

Name of the Supplier/Firm Contractor: -----

Address: -----

E-mail: _____

Phone: _____

Facsimile: _____

Bid for:

Selected Items from the Schedule of Requirements:

<i>Tender Enquiry/ Item No.</i>	<i>Name of the tendered Item</i>	<i>Brand name quoted</i>	<i>Drug Registration Number (attach certificate)</i>	<i>Specifications</i>	<i>Name of API manufacturer & country of origin</i>
1					
2					
3					
4					
5					
6					
7					

Signed:

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/Medicines}

To: *[Name and address of Procuring Agency]*

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

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

Signed:

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

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

BIDFORM 2

AFFIDAVIT

(Stamp paper Rs.100/-)

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents, have fully understood it and accept all terms and conditions as mentioned in this document.
- 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 DGHS, Punjab.
- 8) That the prices offered are not more than trade price.
- 9) I/We further undertake that I/we will be ready to pay the standard charges/fee of testing samples by DTLs Punjab.
- 10) I/we further undertake to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.

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

Signed:

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

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

BID FORM 3

MANUFACTURER'S SOLE AUTHORIZATION¹

To: ***[Name & Address of the Procuring Agency]***

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 & 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: -----

Designation: -----

Official Stamp: -----

¹This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

BIDFORM4**Price Schedule**

User Note: This form is to be filled in by the Bidder for quoted items/products 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:

Sr. No.	Name of the tender Item	Quoted Brand	Unit Price (inclusive all applicable taxes if any + transportation charges)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes if any)
1	2	3	4	5	6	7	8
					4*5		6-7
TOTAL							

A) FINAL TOTAL PRICE: -----

B) DISCOUNT²: -----

C) FINAL QUOTED PRICE: -----

(C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

² If 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

To: *[Name & Address of the Procuring Agency]*

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 2% 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, upto 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 until the _____ day of _____, 202__

Signature and Seal of the Guarantors/ Bank

Address

Date

SECTION VI

DRAFT STANDARD CONTRACT

Contract Form

AGREEMENT

THIS CONTRACT is made at _____ on _____ day of 202.., 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 Specifications	Unit Price in PKR/ quoted Currency (As per contract)	Quantity	Total Cost (PKR/quoted Currency)

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 of Procuring Agency **Annex- J**
 - l. Integrity Pact **Annex- H**
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 from Government of Punjab, except that which has been expressly declared pursuant hereto.
 - iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
 - iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
 - v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
 - vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration mutually agreed by both parties/ Additional Chief Secretary or his nominee. 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 provisions 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] in case of DDP.

Payment Schedule: All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.

8. **Performance Guarantee/Security:**

(i) The Supplier, within 10 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 02% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.

(iii) Failure to submit a Performance Guarantee/Security shall result into cancellation of contract & blacklisting of firm.

9. **Penalties/ Liquidated Damages**

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

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

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

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

(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and after issuance of subsequent contract/purchase order by the consignee, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**

10. **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

Witnesses-2 on behalf of the Purchaser

C.C :

1. -----
2. -----
3. -----

Annex-A**Schedule of Requirements**

The supplies shall be delivered in accordance with the Contract/Purchase Orders issued by Director General Health Services Punjab, as per following schedule of requirements: -

Respective Consignee's End:

- i. **Designated warehouse situated in Lahore, Multan or any other designated warehouse in Punjab.**

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

Supply schedule	Delivery of Qty. without Penalty	Grace Period	TOTAL DELIVERY PERIOD
100% of the ordered quantity Immediately after Receiving of Contract/Purchase Order	60 Days	15 Days	75 Days
With penalty @ 0.067 % per day	After Completion of due delivery period specified against each installment penalty @ 2% per month (0.067 per day) shall be imposed within contract period.		

Note:

1. **The procuring agency may alter the schedule of requirement at the time of issuance of purchase order keeping in view of the quantity of the medicine as well as the requirement of the department.**

Annex-B

Special Conditions of the Contract **& Technical Specifications**

a). **Product Specifications.**

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

b). **Labeling and Packing**

- i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.
- ii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip/ Blister, Tubes etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license no., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in strip / blister pack (one side aluminum and other side PVC/PVD). Expiry date must be printed on each strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps.
- iii. The condition of green packing is relaxed for drugs imported in finished form, but the supplier will be instructed to print/stamp/affix a sticker as per requirement of individual item (*after considering the condition of storage of each item*).
- iv. The quality of packing material, its labelling, 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/Medicine & Medical device for human consumption etc. in accordance with the Drugs Act 1976, DRAP Act 2012, Punjab Drugs (Amendments) Act 2017 & rules framed thereunder on notarized stamp paper of Rs.100/-
- ii. 2-D Data Matrix Bar code is compulsory (for Local Manufacturers) to be placed at unit carton of supplies to be received at MSD/Sub-MSD of DGHS as per regulatory requirement.
- iii. 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”

- iv. After signing of the Contract, the Supplier shall submit the samples of finished medicines in accordance with the above instructions for approval of the department. All subsequent supplies must be in accordance with the approved samples.
 - v. The Artwork of final packaging/label will be approved by the committee notified by procuring agency.
- d). **Shelf life**
- i. The shelf life must be up to **85% for the locally manufactured drugs** and **75% for the imported drugs**.
 - ii. The lower limit of the shelf life must be up to **80% and 70% with imposition of 1% penalty** charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.
 - iii. In case of *vaccines & other biotechnical products*, the stores with the **shelf life up to 70%** will be accepted without penalty charges and **up to 60%** with imposition of **1% penalty** charges of actual shortfall in shelf life below prescribed limit”
- e). **Testing/Verification Procedures**
- i. After delivery of drugs and medicines at the Purchaser’s premises, the 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/DRAP Act 2012/ Punjab Drugs (Amendments) Act 2017 & rules framed thereunder. **The cost of the lab tests shall be borne by the Supplier. The firm shall be bound to provide primary reference standard (s)/traceable secondary standard (s) to the concerned Drugs Testing Laboratories of Punjab as and when demanded. In case of secondary reference standard, the certificate of analysis and proof of traceability shall also be provided by the contractor.**
 - ii. 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 case will be dealt as per Drugs Act 1976/DRAP Act 2012/Punjab Drugs (Amendments) Act 2017 and disposal of substandard stocks.
 - iii. 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.

f) Transportation/Delivery Requirements

- i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. The goods shall be delivered through reputable courier service having following features to ensure quality, quantity, safety & efficacy of supplied medicines & surgical disposable items:
 - a. Traceable online dispatch and delivery record
 - b. Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies
- 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 (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.
- iv. The firm will be bound to provide stocks in reefer container(s) for delivery of goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods.

g) Integrity Pact

The Supplier shall provide affidavit of integrity pact for awarded item/items with contract value equal to or more than 10 million Rupees on the prescribed format on stamp paper of Value Rs:100/- as per Annexure-H.

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 concerned Purchaser/Disbursing & Drawing Officer (DDO).
 - a. against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.*
 - b. on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.**
- ii. Part Supply as per given delivery schedule and Part Payment is allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply as per schedule mentioned in schedule of requirement within due time.*

Annex- G

General Conditions of Contract (GCC)

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Purchaser (DGHS) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
 - (c) “The Goods” means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) “The Services” means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means Special Conditions of the Contract.
 - (g) “The Purchaser” means the Government of Punjab, District Health Authority, *itself*.
 - (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 substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Purchaser) the price difference shall be paid by the Supplier.
- 4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser’s premises, burning, dumping, or incineration.
- 5. Use of Contract Documents and Information.** 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3

- Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
- 6. Patent Rights** 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 7. Submission of Samples** 7.1 Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.
- 8. Ensuring storage arrangements** 8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser 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
- 9.3 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
- Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

- 10. Delivery and Documents**
- 10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
- 10.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- 10.3 The goods supplied under the Contract shall be delivered on free delivery of consignee's end basis under which risk is transferred to the buyer after the Goods having been delivered;
- 11. Insurance**
- 11.1 The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
- 12. Transportation**
- 12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement/bidding document.
- 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 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 Rupees in case of DDP.
- 16. Prices**
- 16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

- 17. Contract Amendments** 17.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
- 18. Assignment** 18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 19. Subcontracts** 19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
- 20. Delays in the Supplier's Performance**
- 20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
- 20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
- 21. Termination for Default** 21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the signed contract, and subsequent contract/Purchase order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.

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

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

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

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party.

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

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

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or

deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

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

- 21.2 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process.
- i. Submission of false fabricated / forged documents for procurement in tender.
 - ii. Not attaining required quality of work.
 - iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / 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 procuring agency.

PROCEDURE: As per Rule-21 of the Punjab 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an

- event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.
- 22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of the purchase order under the signed contract and inform the Supplier of its findings promptly.
- 22.3 Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
- 23. Termination for Insolvency**
- 23.1 The Purchaser may at any time terminate the Contract by giving written notice of one-month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
- 24. Arbitration and Resolution of Disputes**
- 24.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 24.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 24.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

- 25. Governing Language**
- 25.1 The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
- 26. Applicable Law**
- 26.1 This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
- 27. Notices**
- 27.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
- 27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 28. Taxation**
- 28.1 All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.
- 29. Blacklisting Mechanism**
- 29.1 The procuring agency may, on information received from any resource, issue show cause notice to a bidder or contractor.
- 29.2 The show cause notice shall contain:
- (a) precise allegation, against the bidder or contractor.
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or contractor from participating in any public procurement of the procuring agency; and
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 29.3 The procuring agency shall give minimum of seven days to bidder or contractor for submission of written reply of the show cause notice.
- 29.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
- 29.5 In case the bidder or contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

- 29.6 The procuring agency shall give minimum days (as per authority decision) to the bidder or contractor for appearance before the specified officer of the procuring agency for personal hearing.
- 29.7 The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- 29.8 The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 29.9 The procuring agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
- 29.10 The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
- 29.11 If the procuring agency wants the Authority to debar the bidder or contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
- 29.12 The Authority shall immediately publish the information and decision of blacklisting on its website.
- 29.13 In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
- 29.14 In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
- 29.15 In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
- 29.16 The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
- 29.17 An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

Annex-H

INTEGRITY PACT

AFFIDAVIT (Rs: 100/- Stamp Paper)

We __(Name of the bidder / supplier)__ being the first duly sworn on oath submit, that Mr./ Ms. ___ (if participating through agent / representative) is the agent/ representative duly authorized by __(Name of the bidder company)__ hereinafter called the Contractor to submit the attached bid to the __(Name of the Purchaser)__. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the __(Name of the Purchaser)__ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of ____ 20__

_____ Notary Public