Primary & Secondary
Healthcare Department

REQUEST FOR PROPOSAL

(DRUGS/MEDICINES)

(FINANCIAL YEAR 2022-23)

Directorate General Health Services, Punjab

GOVERNMENT OF THE PUNJAB
PRIMARY & SECONDARY HEALTHCARE DEPARTMENT

CONTENTS

RFP DATA SHEET

ITB Reference	Description	Detail
ITB Clause 24	Last date and time for the receipt of bids	**LAST DATE FOR BID SUBMISSION 11-11-2022 TILL 02:30 P.M**
ITB Clause 27	Date, time and venue of opening of technical bids	**DATE 11-11-2022 AT 03.00 P.M VENUE: Committee Room of DGHS**
N/A	RFP/Bid Reference No. (For Drugs / Medicines)	**PC-Drug/Medicine/RFP/2022-23**
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 RFP 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 RFP

Primary & Secondary
Healthcare Department

LETTER OF INVITATION

SUBJECT: **INVITATION FOR RFP OF DRUGS /MEDICINES FOR THE FINANCIAL YEAR 2022-23.**

Dear Sir/ Madam

Directorate General Health Services, Punjab invites sealed RFP (Technical & Financial) for the supply of Drugs/Medicines for the FY 2022-23 on free delivery to Consignee's end basis. Prequalification of Pharmaceutical Manufacturers/Sole Agents of foreign manufacturers with the DGHS is primary pre-requisite. Detailed technical specifications along with quantities of Drugs /Medicines, Medical Devices Including Auto Disable Syringes and Surgical Dressings are given in the RFP Documents.

2. The prequalified firms must participate in the bidding process for their prequalified items against the total quantity, otherwise, its status of prequalification may be recommended for cancellation immediately by the concerned quarter and notification will be issued accordingly for those products for which the bid has not been submitted. The bidder must bid for entire/total quantity. Bid for partial quantity will straightway be rejected.

3. Prequalified Bidders can download the RFP 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.

5. The last date and time for bid submission is **11-11-2022 up till 02:30 P.M** which shall be opened on the same date **11-11-2022** at **03:00 P.M**.

6. The firms shall pay a non-refundable RFP/bidding document Fee of Rs. 500/- per item of RFP/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 RFP 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 RFP Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR)/Pay order, 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 **Prequalified** Pharmaceutical Manufacturers/Sole Agents of Foreign Manufacturers for supply of Drugs /Medicines, Medical Devices Including Auto Disable Syringes and Surgical Dressings for Health Facilities in Punjab working under the administrative control of Primary & Secondary Healthcare Department, Punjab Emergency Services (Rescue 1122), Governor's House Medical Center, and OPD Top-up Medicines for SHC&ME as per quantities and specifications more specifically described in **Section III of the RFP Documents** Schedule of Requirements & Technical Specifications.

2. Source of Funds

2.1 Government of the Punjab.

3. Eligible Bidders

3.1 This Invitation to RFP is open to all **Prequalified** pharmaceutical manufacturers/authorized sole agents of foreign manufacturers in Pakistan by DGHS for the year 2022-23 for supply of Drugs /Medicines, Medical Devices Including Auto Disable Syringes and Surgical Dressings more specifically described in the Section III, Schedule of Requirements & Technical Specifications. Pharmaceutical Manufacturers/ Sole Agents of Foreign Manufacturers prequalified by Directorate General Health Services, Punjab, during 2022-23 are eligible bidders.

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 (prequalified ones) 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.

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 RFP 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.

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/RFP 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 already prequalified firms during validity of prequalification 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 Repot. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

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

AWARD OF CONTRACT

36. Acceptance of Bid and Award Criteria

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

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

37.1 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.

38. Notification of Award

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

38.2 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.

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

39. Limitation on Negotiations.

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

40. Signing of Contract.

40.1 The 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.

41. Performance Guarantee.

41.1 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.

41.2 The Bid Security submitted by the bidder at the time of

submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

41.3 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.

42. Price Reasonability.

42.1 The prices quoted shall not be more than the Trade Prices as per MRP (Maximum Retail Price) fixed by the Federal Government under Drugs Act, 1976/DRAP Act, 2012.

43. Drugs Act/ 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/MEDICAL DEVICES INCLUDING AUTO DISABLE SYRINGES AND SURGICAL DRESSINGS (FY 2022-23).

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
1	2	Acetylsalicylic acid 75mg enteric coated tab.	Aspirin 75mg. Enteric coated Tablets, Pack of 30's or less with leaflet. Blister pack.	1.15	47,800,000
2	6	Albendazole Susp. 200mg / 5ml	Albendazole 200mg/5ml suspension. Bottle of 10ml packed in carton with leaflet.	28.88	1,189,000
3	7	Albendazole Tablets 200mg	Albendazole 200mg Tablets, Blister pack, pack of 2's (single dose), packed in carton with leaflet	10.81	2,512,000
4	8	Allopurinol Tablet 300mg	Allopurinol 300mg Tablet, Blister Pack, Pack of 100 or less, Packed in carton with leaflet	3.45	4,028,000
5	16	Amlodipine Tablets 5 mg	Amlodipine Besylate 5mg Tablets, Pack of 30's or less, blister / aluminum strip pack, packed in carton with leaflet.	1.09	61,710,000
6	17	Ammonium Chloride+ Aminophylline+ other ingredients as expectorant Syrup/Susp.	Ammonium Chloride+ Aminophylline+ other ingredients as expectorant Syrup/Susp. Bottle of 120 ml or less. Rate will be calculated on per ml basis.	34.50	2,266,000
7	20	Amoxicillin (trihydrate) Capsules/tablets 500 mg	Amoxicillin 500mg Capsules/tablets, Blister / Aluminum strip pack, pack of 100 or less strips, packed in carton with leaflet	5.06	20,030,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
8	24	Amoxicillin + Clavulanic Acid Suspension 250mg+62.5mg/5ml	Amoxicillin 250mg + Clavulanic Acid 62.5mg per 5ml Suspension, Bottle of 90ml or less. Individually packed in carton with measuring cup / spoon and leaflet. Rate will be calculated on per ml basis.	137.00	1,694,500
9	25	Amoxicillin + Clavulanic Acid Tablets 625 mg	Amoxicillin (as Trihydrate) 500mg + Clavulanic acid (as potassium) 125mg Tablets. Blister/Bottle/Aluminum strip pack. Pack of 10 or less, packed in carton with leaflet.	15.41	52,815,000
10	28	Amoxicillin Suspension 250mg/5ml	Amoxicillin 250mg/5ml suspension, Bottle of 90ml or less in powder form, individually packed in carton with measuring spoon/measuring cup and leaflet. Rate will be calculated on per ml basis.	82.23	2,001,000
11	30	Antacid suspension containing Magnesium Hydroxides, Aluminium Hydroxide including other relevant ingredients Susp.	Antacid suspension containing Magnesium Hydroxides, Aluminium Hydroxide including other relevant ingredients Susp. Bottle of 120ml or less. Rate will be calculated on per ml basis	43.52	3,524,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
12	32	Anti-Rabies Vaccine (PVRV) inj. (WHO Pre-Qualified)	Ant-Rabies Vaccine (Brain tissue Origin/Cell Culture Origin) Injection 0.5 ml/1ml prefilled syringe / vial (vial with solvent), pack of 50 or less, packed in carton with leaflet. WHO Prequalified/ Approved. In case of vial, the firm will provide WHO prequalified syringe (0.5ml/1ml) Registered by DRAP for dosage administration. (The firm will produce batch wise cold chain data from the source of origin & thermo-log data from factory to warehouse).	1,395.00	150,000
13	34	Artemether + Lumefantrine Suspension 15 + 90 mg Susp.	Artemether 15mg + Lumefantrine 90mg Suspension. Bottle of 60ml or less. Packed in carton with leaflet & spoon. Rate will be calculated on per ml basis.	28.69	261,450
14	35	Artemether + Lumefantrine Tablets 20mg + 120mg	Artemether + Lumefantrine 20/120 mg Tablets. Pack of 16 Tablets in blister pack with leaflet inside.	9.20	4,536,000
15	37	Atenolol Tablet 50mg	Atenolol 50mg Tablets, Pack of 30 or less, Blister Packing, Packed in carton with leaflet.	2.16	44,020,000
16	38	Atorvastatin Tablets 20mg	Atorvastatin 20mg Tablets. Blister/Al strip Packing. Pack of 30's or less with leaflet.	2.31	48,495,000
17	41	Azithromycin Capsules/Tab 250mg	Azithromycin (as dihydrate) 250mg Capsules/Tablets, Blister pack, Pack of 10 or less. Packed in carton with leaflet.	8.63	10,010,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
18	43	Azithromycin Susp 200mg/5ml	Azithromycin Suspension 200mg/5ml.Dry powder suspension. Pack of 25ml or less. Packed in carton with leaflet & spoon/measuring cup. Rate will be calculated on per ml basis.	76.52	190,000
19	47	Betamethasone Cream 0.1%	Betamethasone valerate 0.1% Cream Tube of 30 gm or less. Individually packed in carton with/without leaflet. Rate will be calculated on per gram basis. *The instructions for uses/side effects etc. should be printed on the outer carton.	34.50	1,009,000
20	51	Calcium Carbonate Tablets (equivalent to 400-500mg elemental calcium)	Calcium Carbonate 1250mg Tablets (equivalent to 400-500 mg elemental calcium). Bottle of 100 or less. Rate will be calculated on per mg basis.	2.53	19,112,000
21	54	Captopril Tablet 25mg	Captopril 25 mg Blister/Al strip Packing of 30 tablet or less in carton with leaflet.	4.00	1,575,850
22	57	Cefixime Capsule/Tablets 400mg	Cefixime 400 mg Tablets/Capsules. Blister/ Alu strip Pack of 10 or less with leaflet.	22.89	14,355,000
23	58	Cefixime Suspension 100mg/5ml	Cefixime 100mg/5ml Suspension. Bottle of 30 ml or less. Packed in carton with leaflet & measuring spoon/cup. Rate will be calculated on the basis of per ml basis.	54.57	1,500
24	59	Cefixime Suspension 200mg/5ml	Cefixime 200mg/5ml Suspension. Bottle of 30 ml or less. Packed in carton with leaflet & measuring spoon/cup. Rate will be calculated on the basis of per ml basis.	69.00	1,886,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
25	60	Ceftriaxone (Sodium) Injection 1gm (I.V)	Ceftriaxone (as sodium) I.V 1g Injection. Glass vial, individually packed in carton with solvent and leaflet.	67.85	3,001,000
26	67	Cetirizine Syrup/liquid/solution 5mg / 5ml.	cetirizine 5mg/5ml Syrup/solution, bottle of 120ml or less, packed in carton with leaflet. Rate will be calculated on per ml basis.	28.75	1,128,000
27	68	Cetirizine Tablets 10mg	Cetirizine Tablets (as Hydrochloride) 10mg Blister/strip pack of 30 or less. Packed in carton with leaflet.	2.94	12,610,000
28	75	Chlorpheniramine maleate Syrup 2 mg / 5ml	Chlorpheniramine maleate 2mg / 5ml syrup, bottle of 120ml or less, packed in carton. Rate will be calculated on per ml basis.	31.74	1,144,900
29	76	Chlorpheniramine maleate Tablets 4 mg	Chlorpheniramine Maleate 4mg Tablets, Blister Pack, Pack of 50 x 20 Tablets or less.	0.35	50,050,000
30	77	Ciprofloxacin (Hydrochloride) Tablets 500 mg	Cap/Tab. Ciprofloxacin 500mg. blister/Aluminum strip pack. Pack of 10's, packed in carton with leaflet.	4.75	25,145,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
31	80	Ciprofloxacin Injection 200mg / 100ml	Ciprofloxacin 200mg/100ml Infusion. Pack of 100ml. Individually packed in carton with leaflet. (In case of poly pack the firm shall submit Undertaking on Rs. 100 legally notarized Judicial Stamp Paper to the effect that material used in manufacturing of poly pack is of pharmaceutical grade and free from DEHP or other hazardous plasticizer and source is not re-used/crushed material. The firm shall also provide trail (GD & Invoices from January 2020 onward) of pharmaceutical grade material used in poly pack. Moreover, the firm shall submit certificate from manufacturer of poly pack material that material is of pharmaceutical grade and free from DEHP or other hazardous plasticizer and source is not re-used/crushed material).	34.50	700
32	81	Clarithromycin Suspension 125mg/5ml	Clarithromycin 125mg/5ml (Dry Powder) suspension, Bottle of 60ml. Individually packed in carton with measuring cup / spoon and leaflet.	240.00	126,000
33	82	Clarithromycin Tablets 500mg	Clarithromycin 500mg Tablets, Blister/ Aluminium strip pack, Packing, Pack of 10's or less, Packed in carton with leaflet	26.50	3,780,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
34	85	Clopidogrel Tablets 75 mg	Clopidogrel 75mg Tablets. Blister/Aluminium strip Packing. Pack of 30 or less. Packed in carton with leaflet.	3.21	35,660,000
35	86	Clotrimazole Skin cream 1% w/w	Clotrimazole skin cream 1% w/w, Pack of 20gm or less in carton with leaflet. Rate will be calculated on per gram basis.	65.00	1,000
36	87	Clotrimazole Vaginal Cream 10%	Clotrimazole 10% Vaginal Cream, Tube of 5gm, individually packed in carton with applicator & leaflet.	64.27	289,000
37	92	Dexamethasone sodium phosphate Injection 4mg/ml, ampoule/vial of 1ml	Dexamethasone 4mg/ml Injection. Vial/Amp of 1ml, Pack of 100 or less, packed in carton with leaflet	11.80	2,049,059
38	100	Diclofenac (Sodium) Capsule/Tablets 50 mg	Diclofenac Sodium 50mg Capsule/Tablet. Blister packing, packed in carton of 10x10's or less with leaflet.	0.99	50,260,000
39	101	Diclofenac (Sodium) Injection 75mg in 3 ml Ampoule	Diclofenac Sodium 75mg/3ml Injection. Ampoule of 3ml, pack of 10's or less, packed in carton with leaflet.	7.71	5,647,995
40	103	Dimenhydrinate 50mg Tablet	Dimenhydrinate 50mg tablets, blister pack, pack of 100 or less packed in carton with leaflet,	0.29	7,520,000
41	105	Dimenhydrinate Suspension/Syrup 12.5mg/4ml	Dimenhydrinate 12.5mg/4ml Syp/Susp. Bottle of 120ml or less individually packed. Rate will be calculated on per ml basis.	52.90	799,550
42	107	Domperidone 10mg Tablet	Domperidone maleate 10mg Tablets, blister pack, pack of 100 or less packed in carton with leaflet	1.44	8,795,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
43	109	Doxycycline (hyclate) Capsules 100mg	Doxycycline 100mg (as Hyclate) Capsules, Blister Pack. Pack of 120's or less, packed in carton without leaflet. The instructions for uses/side effects etc. should be printed on the outer carton.	4.58	3,512,000
44	111	Drotaverine 40mg Tablet	Drotaverine HCL 40 mg Tablets, Blister/Aluminium strip pack of 100 or less, packed in a carton with leaflet.	2.19	11,310,000
45	113	Enalapril 5mg Tablet	Enalapril (maleate) 5mg Tablets, Blister pack /Aluminium strip pack, pack of 20 or less, packed in carton.	2.20	3,000,000
46	117	Erythropoietin 4000-5000 I.U Injection Vial/Pre-filled syringe	Recombinant Human Erythropoietin 4000IU-5000 I.U, Prefilled syringe(s) / vial(s). For vials with Insulin syringe prequalified by DGHS or approved by WHO/US FDA. The firm will produce batch wise cold chain data from the source of origin & thermolog data from factory to warehouse.	1,725.00	50,000
47	118	Escitalopram Tablets 10mg	Escitalopram 10mg Tablets. Blister/Aluminium strip Pack. Pack of 20 or less. Packed in carton with leaflet.	3.37	10,820,000
48	119	Ferrous salt + Folic Acid Capsule/Tablets	Ferrous Salt + Folic Acid Cap/Tab, Blister/bottle pack, pack of 100 or less, packed in carton with leaflet.	0.63	67,665,000
49	120	Fluconazole Capsules 150mg	Fluconazole 150 mg Capsules. Blister/Aluminium strip pack of 2 or less. Packed in carton with leaflet.	18.40	163,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
50	121	Folic Acid Tablets 5mg	Folic Acid 5mg Tablets, Bottle/Blister pack of 1000 or less, packed in carton / bottle of 1000 or less	0.58	67,650,000
51	125	Glibenclamide Tablets 5mg	Glibenclamide 5mg Tablet, Blister pack, Pack of 100 or less, Packed in carton with leaflet.	2.01	8,056,000
52	126	Glimepiride Tablets 2mg	Glimepiride 2 mg Tablet. Pack of 100's or less. Packed in carton with leaflet.	3.45	12,634,000
53	127	Glyceryl Trinitrate (S.R) Tablet 2.6mg	Glyceryl Trinitrate 2.6mg Tablets, SR, pack of 100 or less, packed in carton/bottle.	4.60	10,891,000
54	128	Glyceryl Trinitrate (S.R) Tablet 6.4mg	Glyceryl Trinitrate 6.4 mg Tablets, SR, pack of 100 or less, packed in carton/bottle.	5.75	2,835,000
55	135	Hydrocortisone (Sodium succinate) Injection 250mg	Hydrocortisone sodium succinate 250 mg Injection, (Dry Powder) Vial, individually packed in carton with solvent & leaflet.	72.44	1,000,000
56	138	Ibuprofen 100mg/5ml Suspension	Ibuprofen 100mg/5ml suspension. Bottle of 120ml or less. Individually packed in carton without leaflet. Rate will be calculated on per ml basis.	43.47	1,758,000
57	143	Insulin comp 70/30 Injection 100 IU/ml	Insulin 70/30 W/V (Human) (30% soluble insulin & 70 % Isophane insulin) 100 IU/ml Injection, Glass Vial of 10ml. Packed in carton with leaflet. The firm will produce batch wise cold chain data from the source of origin & thermolog data from factory to ware house.	464.60	1,503,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
58	144	Insulin NPH Injection 100 IU/ml	Insulin NPH (Human) 100IU per ml Injection, Glass Vial of 10ml. Packed in carton with leaflet. The firm will produce batch wise cold chain data from the source of origin & thermolog data from factory to ware house.	464.60	400
59	145	Insulin Regular Injection 100 IU/ml	Insulin Regular (Human) 100 units/ml Injection, Glass Vial of 10ml. Packed in carton with leaflet. The firm will produce batch wise cold chain data from the source of origin & thermolog data from factory to ware house.	464.60	400
60	146	Ipratropium Bromide Nebulizing Solution	Ipratropium Bromide monohydrate equivalent to 0.50mg Ipratropium bromide Nebulizing Solution, amp/vial of 2ml pack of 10 or less packed in carton with leaflet.	80.33	14,292
61	147	Iron iii Hydroxide Polymaltose Syrup	Iron III Hydroxide Polymaltose complex eq to elemental iron 50mg or more / 5ml syrup, Bottle of 120 ml or less, Packed in carton with leaflet. Rate will be calculated on per ml basis	40.00	1,000
62	148	Iron Sucrose Injection 100mg/5ml	Iron Sucrose 20mg/ml Injection. Ampule of 5ml pack of 10 or less packed with leaflet in carton. The firm will produce batch wise cold chain data from the source of origin & thermolog data from factory to ware house.	35.64	1,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
63	152	Lactulose Syrup 3.335gm/5ml to 3.35gm/5ml	Lactulose 3.335gm/5ml to 3.35gm/5ml, Bottle of 120ml or less, individually packed in carton with measuring cup and leaflet. Rate will be calculated on per ml basis	120.00	548,250
64	160	Losartan Potassium Tablet 50mg	Losartan Potassium 50 mg Tablets, Blister/Aluminium strip packing of 20 or less packed in carton with leaflet	3.08	30,845,000
65	167	Mefenamic acid Tablet 500 mg	Mefenamic acid Tablet 500 mg, Blister/ Aluminium strip, pack of 200 or less.	2.07	7,545,000
66	171	Metformin (hydrochloride) Tablets 500mg	Metformin 500mg Tablets, Blister pack. Pack of 100 or less. Packed in carton with leaflet.	1.60	82,990,000
67	175	Metoclopramide (hydrochloride) Tablets 10mg	Metoclopramide HCL 10mg Tablets, Blister pack, Pack of 100 Tablets. Packed in carton with leaflet.	1.21	6,780,000
68	176	Metronidazole (Benzoate) Syrup 200 mg / 5ml	Metronidazole (as benzoate) 200mg/5ml suspension, Bottle of 120 ml or less. Individually packed in carton with leaflet. Rate will be calculated on per ml basis.	53.77	1,762,200

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
69	177	Metronidazole 500mg/100ml infusion	Metronidazole 500mg/100ml Infusion, pack of 100ml, packed in carton with leaflet and hanger. (In case of poly pack the firm shall submit Undertaking on Rs. 100 notarized Stamp Paper to the effect that material used in manufacturing of poly pack is of pharmaceutical grade and free from DEHP or other hazardous plasticizer and source is not re-used/crushed material. The firm shall also provide trail (GD & Invoice from January 2020 onward) of pharmaceutical grade material used in poly pack. Moreover, the firm shall submit certificate from manufacturer of poly pack material that material is of pharmaceutical grade and free from DEHP or other hazardous plasticizer and source is not re-used/crushed material.	34.21	1,000,300
70	179	Metronidazole Tablets 400 mg	Metronidazole 400mg Tablets, blister/ Aluminium Strip, pack of 200's or less, packed in carton with leaflet	1.88	30,120,000
71	182	Misoprostol Tablets 200mcg	Misoprostol 200mcg Tablets. Blister/ Aluminium Strip, pack of 30 or less, packed in carton with leaflet.	7.36	3,000,000
72	184	Montelukast 4mg Dry Powder sachet	Montelukast 4mg Dry Powder sachet. Pack of 20 or less.	11.50	132,300

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
73	185	Montelukast Tablets 10 mg	Montelukast as sodium 10mg Tablets. Blister / Aluminium strip, pack of 30 or less. Packed in carton with leaflet	2.70	8,548,000
74	186	Moxifloxacin Eye drops 0.5%(5ml)	Moxifloxacin 0.5% Eye Drops, Bottle of 5ml, individually packed in carton with leaflet.	138.00	261,450
75	187	Multivitamins (Tab/cap)	Multivitamins Tab. /Cap, (Nicotinic Acid, Vitamin B2, Vitamin B1, Cyanocobalamin, Folinic Acid/Folic Acid, Pyridoxine). Bottle / Blister Pack of 100 or less.	2.74	17,690,000
76	190	Naproxen Sodium Tablet 550 mg (equivalent to 500mg Naproxen)	Naproxen Sodium 550 mg/Naproxen 500 mg Tablets, Blister/Aluminium Strip pack of 20 or less, packed in carton with leaflet.	8.05	10,000
77	192	Normal Saline Infusion 0.9% (1000ml)	Normal Saline Infusion 0.9% (1000ml) pack of 20 infusions packed in master carton. (Undertaking on Rs. 100 notarized Stamp Paper to the effect that latex and plastic used in manufacturing is of pharmaceutical grade)	57.70	71,165
78	193	Normal Saline Infusion 0.9% 100ml	Normal Saline Infusion 0.9% (100ml) pack of 20 infusions packed in master carton. (Undertaking on Rs. 100 notarized Stamp Paper to the effect that latex and plastic used in manufacturing is of pharmaceutical grade)	42.55	1,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
79	194	Nystatin Drops 100,000IU/ml	Nystatin 100,000 IU/ml Drops with dropper. Bottle of 60ml or less, individually packed in carton with dropper and leaflet. Rate will be calculated on per ml basis	58.55	446,500
80	199	Omeprazole Capsule 20mg	Omeprazole 20mg Capsules, blister / Aluminium strip pack of 14, packed in carton with leaflet.	2.12	46,560,000
81	200	Omeprazole Injection 40mg	Omeprazole Infusion/Injection (Omeprazole Sodium 42.6 mg eq. to omeprazole 40mg). Vial, Individually Packed in carton with solvent & leaflet	40.58	1,000,000
82	202	ORS Sachet (WHO Formulation)	ORS (Oral Rehydration Salt) WHO formulation (Low Osmolarity). Each sachet contains Sodium Chloride 2.60 gm + Tri-/Sodium Citrate 2.90 gm + Potassium Chloride 1.5 gm + Dextrose Anhydrous 13.50 gm. Pack of 100 or less.	13.33	10,250,000
83	205	Oxytocin Injection 5 IU/ml (1ml)	Oxytocin 5 IU/ml Injection, Glass ampoule, pack of 100 or less, packed in carton with leaflet.	11.16	1,000,000
84	208	Paracetamol Syrup/Susp 160mg /5ml or less.	Syp. /Susp. Paracetamol 160mg / 5ml or less, bottle of 120ml or less, individually packed in carton without leaflet. The Instructions for uses/sides effects etc. should be printed on the outer carton. Rate will be calculated on per ml basis	43.59	6,341,750
85	209	Paracetamol Tablet 500 mg	Paracetamol 500 mg Tablet, blister packing, packed in carton of 10x20's or less.	1.38	200,588,800

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
86	213	Permethrin Cream 5%	Permethrin 5% Cream, Tube of 30 gm or less. Individually packed in carton with/without* leaflet *The instructions for uses/side effects etc. should be printed on the outer carton. Rate will be calculated on per gram basis	54.00	28,350
87	214	Permethrin Lotion 5%	Lotion Permethrin 5%, Bottle of 60ml or less. Individually packed in carton with/without* leaflet *The instructions for uses/side effects etc. should be printed on the outer carton. Rate will be calculated on per ml basis	62.10	1,126,000
88	231	Promethazine (HCL) Syrup/Elixir 5mg/5ml	Promethazine (as Hydrochloride) 5mg per 5ml Syp/ Elixir, bottle of 120ml, packed in carton with leaflet.	34.50	252,000
89	240	Ringer's Lactate (500ml)	Ringer Lactate Infusion. Bottle of 500ml, pack of 20 infusion packed in master carton. (Undertaking on Rs. 100 notarized Stamp Paper to the effect that latex and plastic used in manufacturing is of pharmaceutical grade)	45.15	39,657
90	242	Salbutamol (Sulfate) Inhaler 100 micrograms	Salbutamol 100mcg Inhaler,200 doses unit, metered dose inhaler, individually packed in carton	155.25	777,250
91	244	Salbutamol (Sulfate) Tablets 4mg	Salbutamol 4mg Tablets, blister / Aluminium strip pack of 120 or less, packed in carton.	1.06	2,764,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
92	245	Salbutamol Syrup	Salbutamol 2mg/5ml syrup. Individually packed in carton. Bottle of 120 ml or less. Rate will be calculated on per ml basis.	43.47	644,900
93	249	Sitagliptin 50mg Tablet	Sitagliptin 50mg Tablet, Blister/ Aluminium strip, Pack of 30 or less with leaflet	2.53	1,000,000
94	267	Tobramycin + Dexamethasone Eye Drops	Tobramycin 0.3% with Dexamethasone 0.1% Eye Drops, Bottle of 5ml. Individually packed in carton with leaflet	37.38	1,168,800
95	270	Tranexamic Acid Capsules 500mg	Tranexamic Acid 500mg Capsules, Blister/Aluminium strip packing, pack of 20 or less packed in carton with leaflet.	14.09	5,725,000
96	274	Valproic acid (as sodium) Syrup 250mg/5ml	Sodium Valproate Syrup (equivalent to valproic acid 250mg) per 5ml, Bottle of 120ml or less, packed in carton with leaflet. Rate will be calculated on per ml basis.	160.00	47,250
97	275	Valproic acid (as sodium) Tablets 500mg	Divalproex Sodium 500mg Tablets (Equivalent to Valproic Acid 500mg), Blister/ Aluminium strip, pack of 100 or less, packed in carton with leaflet	5.75	1,000,000
98	278	Vitamin B Complex Tablets	Vitamin B-1 + Vitamin B-2, Vitamin B-6 +Vitamin B-12 Capsules/Tablets. Blister pack of 100 or less, packed in carton / bottle of 100 or less. Rate will be calculated on per mg basis of B complex vitamins as per registered formulations.	2.74	1,000,000

PHASE - I					
RFP Inq. No.	**PQ Inq. No**	**Generic Name**	**Specifications**	**Estimated Unit Cost Rs**	**Total Quantity**
99	279	Vitamin D3 Injection 5mg	Cholecalciferol (Vitamin D3) 200,000 IU equal to 5mg per ml Injection, ampoule of 1ml, pack of 10 or less packed in carton with leaflet.	120.00	1,500
100	284	Zinc Sulphate Syrup 20mg/5ml.	Zinc Sulphate Monohydrate Syrup/ Solution (equivalent to elemental Zinc 20 mg/5 ml in liquid dosage form. Bottle of 120 ml or less. Rate will be calculated on per ml basis.	27.40	956,750

PHASE – II					
RFP Inq	**PQ Inq**	**Generic Names**	**Specifications**	**Estimated Unit Rate**	**Total Quantity**
101	1	Acefylline Syrup	Acefylline Syrup. Bottle of 125 ml or less. Rate will be calculated on per ml basis.	51.75	1,260,000
102	9	Bisoprolol Tablet 5mg	Bisoprolol 5mg Tablets, Pack of 30's or less, blister / aluminum strip, packed in carton with leaflet.	2.19	7,056,000
103	10	Bromazepam 3mg Tablet	Bromazepam 3mg Tablets, Pack of 30's or less, blister / aluminum strip , packed in carton with leaflet.	3.50	2,000,000
104	12	Carvedilol 3.125mg Tablet	Carvedilol 3.125mg Tablets, Pack of 30's or less, blister / aluminum strip, packed in carton with leaflet.	2.82	10,584,000
105	16	Ciprofloxacin 250mg/5ml susp	Ciprofloxacin 250mg/5ml Suspension. Bottle of 90ml or less. Individually packed in carton with measuring cup / spoon and leaflet. Rate will be calculated on per ml basis.	58.65	189,000

PHASE – II					
RFP Inq	**PQ Inq**	**Generic Names**	**Specifications**	**Estimated Unit Rate**	**Total Quantity**
106	20	Dexamethasone 0.5mg Tablet	Dexamethasone 0.5mg Tablet, bottle/ blister pack, pack of 1000 or less.	1.10	13,600,000
107	22	Domperidone 5mg/5ml Syrup	Domperidone 5mg/5ml Syrup. Bottle of 120ml or less. Individually packed in carton with leaflet. Rate will be calculated on per ml basis.	46.00	720,500
108	23	Empagliflozin 25mg Tablet	Empagliflozin 25mg Tablet, Blister/ Aluminium strip, Pack of 30 or less with leaflet	5.75	9,820,000
109	26	Flurbiprofen 100mg Tablet (Dental)	Flurbiprofen 100mg Tablet, Blister/ Aluminium strip, Pack of 30 or less with leaflet	3.45	6,040,000
110	28	Furosemide 40mg + Amiloride 5mg Tablet	Furosemide 40mg + Amiloride 5mg Tablet, Blister/ Aluminium strip, Pack of 30 or less with leaflet	4.35	12,033,000
111	29	Fusidic acid 2% +hydrocrotrisone1% cream	Fusidic acid 2% + Hydrocrotrisone 1% Cream Tube of 30 gm or less. Individually packed in carton with/without leaflet. Rate will be calculated on per gram basis. *The instructions for uses/side effects etc. should be printed on the outer carton.	56.35	47,250
112	33	Hydroxy Chloroquine 200mg Tablet	Hydroxy Chloroquine 200mg Tablet, Blister/ Aluminium strip, Pack of 30 or less with leaflet	3.00	1,000,000
113	34	Iron + Folic Acid + B Complex Capsule/Tablets	Ferrous Salt + Folic Acid + B Complex Capsule/Tablets, Blister/bottle pack, pack of 100 or less, packed in carton with leaflet.	1.80	17,640,000
114	39	Lisinopril 10mg Tablet	Lisinopril 10mg Tablet, Blister/ Aluminium strip, Pack of 30 or less with leaflet	4.80	5,292,000

PHASE – II					
RFP Inq	**PQ Inq**	**Generic Names**	**Specifications**	**Estimated Unit Rate**	**Total Quantity**
115	41	Loratadine 5mg/5ml syp	Loratadine 5mg/5ml syrup. Bottle of 60ml or less. Individually packed in carton with leaflet. Rate will be calculated on per ml basis.	22.00	47,250
116	42	Loratadine Tablet 10mg	Loratadine 10mg Tablet, Blister/ Aluminium strip, Pack of 30 or less with leaflet	3.45	7,560,000
117	44	Mecobalamin 500mcg Tablet	Mecobalamin 500mcg Tablets, Blister/strip pack, packed in carton of 100 or less with leaflet.	1.27	12,600,000
118	47	Methotrexate 2.5mg Tablet	Methotrexate 2.5mg Tablets, Blister pack, packed in carton of 100 or less with leaflet.	8.00	378,000
119	49	Olopatadine Eye Drops 0.1%	Olopatadine 0.1% Eye Drops. Bottle of 5ml. Individually packed in carton with leaflet.	295.00	37,800
120	50	Omeprazole Sachet 20mg	Omeprazole Sachet 20mg. Pack of 20 or less.	13.80	661,500
121	212	Pentavalent (single Dose Vial), containing DPT, Hep-B & HIB Vaccine offered with VVM (WHO Prequalified).	Pentavalent (single Dose Vial/Pre-filled syringe), containing DPT, Hep-B & HIB Vaccine Injection offered with VVM (WHO Prequalified). In case of vial, the firm will provide WHO prequalified syringe (0.5ml/1ml) approved by DRAP for dosage administration. (The firm will produce batch wise cold chain data from the source of origin & thermo-log data from factory to ware house).	400.00	800,000

PHASE – II					
RFP Inq	**PQ Inq**	**Generic Names**	**Specifications**	**Estimated Unit Rate**	**Total Quantity**
122	61	Terbinafine cream 1%	Terbinafine 1% Cream Tube of 30 gm or less. Individually packed in carton with/without leaflet. Rate will be calculated on per gram basis. *The instructions for uses/side effects etc. should be printed on the outer carton.	40.25	63,000
123	62	Terbinafine tablet 250mg	Terbinafine 250mg Tablet, Blister pack, pack of 10, packed in carton with leaflet.	110.00	630,000
124	67	Vitamin D 400IU/Drop	Vitamin D (400IU/Drop) Drops. Bottle of 10ml, individually packed in carton with dropper and leaflet. Rate will be calculated on per ml basis	25.00	18,900

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. Only the prequalified firms and their prequalified products shall be considered for purchase.
4. Only pre-qualified Water for injection with dry powder injectable will be accepted from the same manufacture, however, water for injection from other pre-qualified firm's pool may also be accepted.
5. 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.
6. 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.
7. For experience of the quoted product, the experience of offered pack size/volume will

be considered.

8. 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.
9. Any further information can be obtained from the office of Purchase cell DGHS Address 24-Cooper Road Lahore.

SECTION IV

EVALUATION CRITERIA

(A) BID/RFP 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. 500/- per item (Non- Refundable) to Cashier, Accounts Branch, DGHS.

ii. Eligibility of Bidder as per Letter of invitation and Section II Clause 3.

iii. The bidder and quoted item must be prequalified with Directorate General Health Services, Punjab for Financial Year 2022-23.

iv. The bidder will submit 2 % bid security of estimated cost of each item as mentioned in RFP 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)

v. The bidder must possess valid Drug Manufacturing License issued by DRAP (in case of manufacturers) and valid Drug sale License (in case of sole agents/ importers).

vi. The bidder will provide valid Drug Registration Certificate on the name of bidder of the quoted product (DRC must have quoted pack size). The product having less than one-year experience will be ineligible.

vii. The bidder must possess valid Good Manufacturing Certificate (GMP) issued by DRAP.

viii. 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 rules shall be considered.

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. Undertaking regarding "Non-Declaration of any Spurious/Adulterated Batch manufactured by firm by DTLs of the Punjab/any Competent Lab" on valid Rs.100 stamp paper duly verified by notary public.

xi. The firm undertakes that currently it is not Blacklisted/Debarred by any procuring agency on valid Rs. 100 stamp paper duly verified by notary public.

xii. 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.

xiii. 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.

xiv. 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 30th June 2022**	10
	Other source of API with certificate of analysis	05
Furthermore, bidder will undertake on Rs.100/- notarized stamp paper that it will provide supply manufactured from claimed source.		
2	**EXPERIENCE OF THE QUOTED PRODUCT SINCE 1st January 2021 till 30th June 2022.**	**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
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)		
3	**EXPERIENCE OF THE QUOTED PRODUCT SINCE1st January 2021 till 30th June 2022.**	**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
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 2021 till 30th June 2022) & 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.)		

4	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/UNICEF/JPMHLW/UNFPA/WFP/US-FDA/ PICS)	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
5	**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

The bidder will provide undertaking on Rs.100/- notarized stamp paper. Data of substandard batches may be verified from Drug Testing Laboratories.		
6	**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.		
7	**STABILITY STUDIES**	**Max 02**
	Accelerated Stability Study data of quoted item	01
	Real Time Stability Study data of quoted item (Jan 2020 to onward)	01
8	**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**
9	**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.Phill 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
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 RFP/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.		
10	**AVAILABILITY OF PRODUCT AT MAJOR CHAIN PHARMACIES**	**Max. 05**
	Availability of product at major chain pharmacies having minimum 10 branches with in Punjab (one mark for each chain & maximum up	**05**

	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 1st January 2021 to 30th June 2022. 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.	
	GRAND TOTAL	**70**
	QUALIFYING MARKS = 60%	**42**

QUALIFYING MARKS: 42 OUT OF 70 (60%)

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

(B) BID/RFP 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. 500/- per item (Non- Refundable) to Cashier, Accounts Branch, DGHS.

ii. Eligibility of Bidder as per Letter of invitation and Section II Clause 3.

iii. The bidder and quoted item must be prequalified with Directorate General Health Services, Punjab for Financial Year 2022-23.

iv. The bidder will submit 2 % bid security of estimated cost of each item as mentioned in RFP 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)

v. The bidder must possess valid Drug Sale License (in case of sole agents).

vi. The bidder will provide valid Drug Registration Certificate of the quoted product. (DRC must have quoted pack size).

vii. 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 rules shall be considered.

viii. Quoted product must have WHO Prequalification /JpMHLW/EMA/US FDA approval.

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 in US FDA/registered at EMA official website.

x. Undertaking regarding "Non-Declaration of any Spurious/Adulterated Batch manufactured by firm by DTLs of the Punjab/any Competent Lab" on valid Rs. 100 stamp paper duly verified by notary public.

xi. The firm undertakes that currently it is not Blacklisted/Debarred by any procuring agency on valid Rs.100 stamp paper duly verified by notary public.

xii. 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.

xiii. 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.

xiv. 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 2021 to June 30, 2022 .**	**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
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)		
2	**EXPERIENCE OF THE QUOTED PRODUCT SINCE 1st January 2021 to June 30, 2022 .**	**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
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 2021 till 30th June 2022) & 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.)		
3	**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
4	**LOCAL MARKET BUSINESS**	**Max 15**
	How many years the quoted product is being marketed in Pakistan?	

	Less than one year will not be considered	
	1 to 2 year	05
	Above 2 to 5 years	10
	Above 5 years	15
5	**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
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
The bidder will provide undertaking on Rs.100/- notarized stamp paper. Data of substandard batches can be verified from Drug Testing Laboratories.		
7	**AVAILABILITY OF QUOTED PRODUCT (P.O/PERFORMA INVOICE/LC COPY ETC.) SINCE 1st January 2021 to 30th June 2022.**	**Max 10**
	Developed Countries (USA/Europe/Japan/UK)	10
	Or Other Countries 1 mark per country 05 and above countries	05
	GRAND TOTAL	**65**
	QUALIFYING MARKS = 60%	

QUALIFYING MARKS: 39 OUT OF 65 (60%)

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

(C) RFP/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. 500/- Per Item (Non- Refundable) to Cashier, Accounts Branch, DGHS.

b. Eligibility of Bidder as per Letter of invitation and Section II Clause 3.

c. The bidder and quoted item must be prequalified with Directorate General Health Services, Punjab for Financial Year 2022-23.

d. The bidder will submit 2 % bid security of estimated cost of each item as mentioned in RFP 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)

e. Valid Drugs Manufacturing License (for manufacturers) / Valid Drugs Sale License & Valid Establishment Registration Certificate (for sole agents).

f. Establishment Registration Certificate (for Sole Agents).

g. 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.

h. Valid GMP certificate issued by DRAP (for local manufacturer).

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 for at least two years. 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).

l. The experience of quoted product must be at least three years in local market.

m. Undertaking regarding "Non-Declaration of any Spurious/Adulterated Batch manufactured by firm by DTLs of the Punjab/any Competent Lab" on valid Rs.100 stamp paper duly verified by notary public.

n. The firm undertakes that currently it is not Blacklisted/Debarred by any procuring agency on valid Rs. 100 stamp paper duly verified by notary public.

o. 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.

p. Four pack of samples for evaluation by the technical committee (Samples must of commercial pack). The end user approval based on clinical use shall be knockdown criteria.

NOTE:

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

(D) RFP/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. 500/- Per Item (Non- Refundable) to Cashier, Accounts Branch, DGHS.

b. Eligibility of Bidder as per Letter of invitation and Section II Clause 3.

c. The bidder and quoted item must be prequalified with Directorate General Health Services, Punjab for Financial Year 2022-23.

d. The bidder will submit 2 % bid security of estimated cost of each item as mentioned in RFP 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)

e. Valid Drugs Manufacturing License (for manufacturers) / Valid Drugs Sale License & Valid Establishment Registration Certificate (for Sole Agents).

f. 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.

g. Valid GMP certificate issued by DRAP (for local manufacturer).

h. Valid ISO 13485.

i. 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.

q. 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).

j. Undertaking regarding "Non-Declaration of any Spurious/Adulterated Batch manufactured by firm by DTLs of the Punjab/any Competent Lab" on valid Rs.100 stamp paper duly verified by notary public.

k. The firm undertakes that currently it is not Blacklisted/Debarred by any procuring agency on valid Rs.100 stamp paper duly verified by notary public.

l. 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.

m. Four pack of samples for evaluation by the technical committee (Samples must of commercial pack). The end user approval based on clinical use shall be knockdown criteria.

NOTE:

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

(E) RFP 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. 500/- Per Item (Non- Refundable) to Cashier, Accounts Branch, DGHS.

b. Eligibility of Bidder as per Letter of invitation and Section II Clause 3.

c. The bidder and quote item must be prequalified with Directorate General Health Services, Punjab for Financial Year 2022-23.

d. The bidder will submit 2 % bid security of estimated cost of each item as mentioned in RFP 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)

e. Valid Drugs Manufacturing License (for manufacturers) / Valid Drugs Sale License & Establishment Registration Certificate (for Sole Agents).

f. 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.

g. Valid GMP certificate issued by DRAP (for local manufacturer)

h. Valid ISO 13485.

r. Valid Free Sale Certificate indicating that the quoted brand is freely available in the country of manufacturer for at least two years. 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).

i. The experience of quoted product must be at least three years in local market.

j. Undertaking regarding "Non-Declaration of any Spurious/Adulterated Batch manufactured by firm by DTLs of the Punjab/any Competent Lab" on valid Rs.100 stamp paper duly verified by notary public.

k. The firm undertakes that currently it is not Blacklisted/Debarred by any procuring agency on valid Rs.100 stamp paper duly verified by notary public.

l. 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.

n. Four pack of samples for evaluation by the technical committee (Samples must of commercial pack). The end user approval based on clinical use 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:

Tender Enquiry/ Item No.	***Name of the tendered Item***	***Brand name quoted***	***Drug Registration Number*** *(attach certificate)*	***Specifications***	***Name of API manufacturer & country of origin***
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]***

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 any Government, or its organization or project.
8) That the prices offered are not more than trade price.
9) I/We further undertake that I/we will 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 SOLEAUTHORIZATION[1]

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: ----------

[1]This 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 <u>for quoted items/products</u> 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 4*5	7	8 6-7
TOTAL							

A) FINAL TOTAL PRICE: ----------
B) DISCOUNT[2]:----------
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, 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 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**
Phase I 50% of the ordered quantity Immediately after Receiving of Contract/Purchase Order	45 Days	15 Days	60 Days
Phase II 50% remaining quantity of the ordered quantity Immediately after Receiving of Contract/Purchase Order	135 days	15 days	150 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: 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

5.3 performing the Contract.

	5.4	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. 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 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,

22.2 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 reasonable alternative means for completion of the purchase

22.3 order under the signed 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 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