TENDER NO: THQ/PIP/20-21/01

BIDDING DOCUMENTS

FRAME WORK CONTRACT OF LOCAL PURCHASE OF MEDICINES FOR THQ HOSPITAL PIPLAN FOR THE YEAR 2020-2021

PRIMARY AND SECONDARY HEALTHCARE DEPARTMENT

GOVERNMENT OF PUNJAB
# TENDER NOTICE

**LOCAL PURCHASE OF MEDICINES FOR THQ HOSPITAL PIPLAN FOR FINANCIAL YEAR 2020-2021**

Sealed tenders are invited from well-reputed Pharmacies, registered with Income Tax and General Sales Tax for “Local Purchase of Medicines for Day to Day Supply” for Financial Year 2020-2021” under Punjab Procurement Rules 2014 (amended up to date).

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Detail</th>
<th>Financial Year</th>
<th>Estimated Cost</th>
<th>Bid Security</th>
<th>Last date &amp; Time of Bid Submission</th>
<th>Opening of Bids Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Local Purchase of Medicines</td>
<td>2020-2021</td>
<td>3.5 Million</td>
<td>2% of estimated cost in form of CDI/Bank Draft</td>
<td>30.09.2020 at 10:30 AM</td>
<td>30.09.2020 at 11:00 AM</td>
</tr>
</tbody>
</table>

1. Bidding documents containing the detailed specifications can be obtained @Rs.500/- (non-refundable) from Medical Superintendent Office, THQ Hospital Piplan on written request from under mentioned address or may be downloaded from the PPRA website (www.pprapunjab.gov.pk).

2. The date for submission of bids along with bid security mentioned in Bidding Documents is 30th September, 2020 till 10:30 am and will be opened on the same day at 11:00 am at below mentioned address in the presence of bidders or their authorized representatives who may wish to attend. Detailed terms & conditions are mentioned in the tender documents.

3. Technical Evaluation will be carried out as per evaluation criteria defined in bidding documents and Evaluation Report will be announced as per PPRA Rules with in bid validity period.

4. The interested bidders shall submit their bids on the basis of Single stage- two envelope procedures. The bid shall comprise a single packet/envelope containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal as per PPRA Rules 2014 (amended up to Date).

---

**MEDICAL SUPERINTENDENT**  
THQ Hospital Piplan  
P&S Healthcare Department  
Contact Detail: 0459-201143 Email: mstqpiplan@yahoo.com
**TENDER NOTICE**

**LOCAL PURCHASE OF MEDICINES FOR THQ HOSPITAL PIPLAN FOR FINANCIAL YEAR 2020-2021**

Sealed tenders are invited from well reputed pharmacies, registered with Income Tax and General Sales Tax for "Local Purchase of Medicines for Day to Day Supply" for Financial Year 2020-2021 under Punjab Procurement Rules 2014 (amended up to date).

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Detail</th>
<th>Financial Year</th>
<th>Estimated Cost</th>
<th>Bid Security</th>
<th>Last date &amp; Time of Bid Submission</th>
<th>Opening of Bid Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Local Purchase of Medicines</td>
<td>2020-2021</td>
<td>3.5 Million</td>
<td>2% of estimated cost in form of CDH/Bank Draft</td>
<td>30.09.2020 at 10:30 AM</td>
<td>30.09.2020 at 11:00 AM</td>
</tr>
</tbody>
</table>

1. Tending documents containing the detailed specifications can be obtained @Rs. 500/- (non-refundable) from Medical Superintendent Office, THQ Hospital Piplan on written request from under mentioned address or may be downloaded from the PPRA website (www.pprapunjab.gov.pk).
2. The date for submission of bids along with bid security mentioned in Tending Documents is 30th September, 2020 till 10:30 am and will be opened on the same day at 11:00 am at below mentioned address in the presence of bidders or their authorized representatives who may wish to attend. Detailed terms & conditions are mentioned in the tender documents.
3. Technical Evaluation will be carried out as per evaluation criteria defined in tending documents and Evaluation Report will be announced as per PPRA Rules with in bid validity period.
4. The interested bidders shall submit their bids on the basis of Single stage- two envelope procedures. The bid shall comprise a single packet/envelope containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal as per PPRA Rules 2014 (amended up to Date).

**MEDICAL SUPERINTENDENT**
**THQ HOSPITAL PIPLAN**
**P&S HEALTHCARE DEPARTMENT**
**CONTACT DETAIL: 0459-201143**
Email: msthqpiplan@yahoo.com

IPL-7780
BIDDING DOCUMENTS FOR THE FRAMEWORK CONTRACT OF
LOCAL PURCHASE OF MEDICINES(DAY TO DAY) FOR THQ
HOSPITAL PIPLAN FOR THE YEAR 2020-2021

SCHEDULE OF INVITATION OF TENDER:

1) Estimated cost of tender: 35,000,000/- (PKR) (Three Million & Five Hundred Thousands Only)
2) Selling and closing date upto: 30.09.2020 10:30 AM
3) Opening date and time: 30.09.2020 11:00 AM
4) Venue: MS Office, THQ Hospital, PIPLAN

TERMS AND CONDITIONS:

1. All the procurement procedures will be done strictly in accordance with the PPRA Rules, 2014 (Amended TILL Date). Single stage/two envelops bidding procedure shall be applied. The Envelops shall be marked as FINANCIAL PROPOSAL and TECHNICAL PROPOSAL in bold and in legible letters. Envelops shall then be sealed in an outer envelope. The Financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.

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

2. The envelope must also clearly show the Bid title and bidder’s name and address. Failure to comply with this requirement may result in rejection of the bid and the committee decision in this regard shall be final. Bids submitted after the prescribed time shall not be entertained.

3. First, technical proposal will be opened by the tender opening committee. The financial proposal will be opened after technical evaluation. Financial proposal of the non-responsive/technically unsuccessful bidders will be returned as such to them without opening their financial offers as per PPRA Rules 2014.
4. All the pages of technical & financial bids should be marked as page. No.

5. Substandard, broken seal & substituted bids will not be acceptable.

6. Tenderer must have valid Drug Sale License of Pharmacy (Form 09) as per Drug rules 2007, should be financially sound and well reputed.

7. Bids shall remain valid for a period of three months after opening of Technical bid. A bid valid for shorter period shall be rejected as non-responsive. Extendable equal to the period of the original bid validity.

8. Facility of the supplies must be available round the clock.

9. Contract will be awarded to the tenderer offering highest discount to the Hospital.

10. The validity of the contract will be till 30-06-2021, extendable for three (03) months if needed.

11. The department reserves the right to purchase in bulk or in parts or to ignore/scrap the tender/quotation without assigning any reason to the parties concerned.

12. The offered discounts shall be from the maximum retail prices of medicines fixed by the Government of the Pakistan or Manufacturers (where government has permitted to do so) or sole importers. Offers can be given on the basis of,

   i. **Products of National Pharmaceuticals**

   ii. **Products of Multinational Pharmaceuticals**
iii. Surgical Disposables/implants etc.

12. For the calculation of maximum retail price of those items where price is not printed on the product the retail price will be finalized after survey.

13. The tenderer must have the category A drug sale license and should have the comprehensive storage facilities for drugs/medicines.

14. The supplier/tenderer background should be financially sound, based on authentic bank statement.

15. The procuring agency has the right to decide the quantity of items to purchase from successful bidder, and successful bidder has no right to claim the demand from hospital to purchase bulk quantity or items whose rate contracts or finalized at District/Provincial/federal level for current financial year from successful bidder.

16. The supplier/tenderer shall be solely responsible for provision and stocking of quality medicines at all times strictly in accordance with the provision of the drug act 1976 and drug sales rules 2007/DRAP Act 2012 and will be responsible for the quality/quantity of drugs supplied by him/her.

17. The supplier/tenderer shall ensure availability of wide range of medicines including those contained in hospital Formulary. No alternate shall be acceptable. In case of default, the Hospital administration may take appropriate action including fine to be decided by hospital administration.

18. The price of medicines/surgical disposable item shall in no way be more than the market prices (retail price) and the discount offered by the bidders to the hospital will be based on its maximum retail price.

19. The procuring agency has the right to purchase the bulk quantity through quotations and tender as per PPRA Laws and LP Guidelines by P&SHD from other then successful bidder, and successful bidder has no right to challenge this step.
20. **Clarification of Bids:**

No bidder shall be allowed to alter or modify his bid after the bid has been opened. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.

21. **Limitation on Negotiation’s:**

There shall be no negotiations with the bidder.

22. **Rejection of Bids:**

The authority may reject all bids or proposals at any time prior to the award of contract without assigning any reason.

23. **Acceptance of Bids:**

The bidder with the highest discount, if not conflict in any other law, rules, regulations or policy of the Government of Punjab, shall be awarded the procurement award.

24. **Performance Guarantee:**

The successful bidders may be required to performance security 05% of total estimated L.P budget in addition to bid security already deposited by the firm. The performance security shall be deposited in the shape of call deposit receipt.

26. **Qualification of Suppliers and Pharmacies:**
A procuring agency, at any stage of the procurement proceedings, may require the suppliers or Pharmacys to provide information concerning their professional, technical, financial, legal or managerial competence whether already prequalified or not.

25. **No Offer Will Be Considered If It:**

   i. Is submitted without call deposit by registered firm in the name of Medical Superintendent THQ Hospital PIPLAN.
   ii. Is received after the date and time fixed for its receipt.
   iii. Is unsigned.
   iv. Is ambiguous
   v. Is not typed on the letter head.
   vi. Is over written
   vii. Is conditional
   viii. Is given by the firm black listed, suspended or removed from the approval list of the Health Department Government of Punjab, Autonomous Health institutions or by the Federal Government.
   ix. Is received with a validity period shorter than that required in the tender inquiry.
   x. Does not conform to the general conditions of the tender inquiry.
   xi. Is received without earnest money as specified in the tender.

26. All the pages of tender must be signed properly at the bottom.

27. Successful bidder is bound to supply the full ordered quantities of all the desired brands except those, which are actually not available in the market.

28. **Inspections and Test/Analysis:**

The supplier will be responsible for free replacement of stocks if found not of the same specifications as required on the demand from day to day basis. In case of non-supply the same will be purchased from the local market and the amount will be deducted from the bills of Pharmacy pending in the purchase department. And if supplier showed any type of
noncompliance, the Procuring agency will cancel the contract at any time with giving any advance notice.

29. Unregistered/substandard/spurious/misbranded expired drug will be forfeited by the hospital authorities and legal action will be taken against the Pharmacy. The Pharmacy shall be responsible for providing standard quality medicines/ disposable/items.

30. In case of any dispute the decision of the Medical superintendent/ Grievance Committee of THQ Hospital Piplan will be final.

31. In case of non-supply of any item within two days of supply order, risk purchase may be done from any other reputable pharmacy and difference shall be deducted from performance guarantee or bill of LP vendor.

32. If any bidder violates or deviates from any clause of tender documents before the award of contract or during tender proceedings, or tries to influence any member of committee, his bid will be rejected and he will be struck off from the tendering process.

33. If the successful bidder violates or deviates from any clause of tender documents after the award of contract, his contract will be cancelled and may be awarded to 2nd bidder consequently at approved rates of lowest bidder (highest discount offering bidder) if agreed by the next bidder.

34. The procuring agency has the due right to disqualify a Pharmacy/ bidder/ firm, if it finds at any stage that information submitted by him was false/in complete/in accurate. In such case, 2nd bidder shall have the first right of acceptance of award of contract.

35. Discount offered as per Clause 11 will be as per below format.

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Type of Product</th>
<th>Discount Offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Products of National Pharmaceuticals</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Products of Multinational Pharmaceuticals</td>
<td></td>
</tr>
</tbody>
</table>
5  GENERAL CONDITIONS OF CONTRACT

Contract

The Procuring agency shall, after receipt of the Performance Guarantee from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Procuring agency.

5.1 Contract Duration

The Contract duration shall be for the period of current financial or until the further extension of three months.

5.2 Contract Documents and Information

The Pharmacy shall not, without the Procuring agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Procuring agency in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Pharmacy in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.3 Contract Language

The Contract and all documents relating to the Contract, exchanged between the Pharmacy and the Procuring agency, shall be in English. The Pharmacy shall bear all costs of translation to English and all risks of the accuracy of such translation.

5.4 Standards

The supplies executed under this Contract shall conform to the required standards.

5.5 Patent Right

The Pharmacy shall indemnify and hold the Procuring agency harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Works or any part thereof.

5.6 Deliverables

5.6.1 The Pharmacy shall complete the supplies within 03 Hours from the issuance of supply order.

5.6.2 The Pharmacy shall execute the required supplies as is sufficient to prevent the damage or deterioration during storing and transit to their final destination as indicated in the Contract.
5.6.3 The goods shall remain at the risk and under the physical custody of the Pharmacy until the delivery.

5.6.4 The Pharmacy shall ensure that the supplied goods shall be completed as per schedule. If it shall appear to the Procuring agency that the supplies have been or are likely to be delayed by reason of incompletion or for any other reasons, he may require the Pharmacy at the expense of the Pharmacy to dispatch the right jobs of the supplies thereof.

5.6.5 The Pharmacy shall ensure to get signed “Satisfactory supplies Done” from Procuring agency Representative upon successful discharge of Works.

5.7 Payment

5.7.1 The Pharmacy shall provide separate breakup of job/item wise in the invoice.

5.7.2 The Procuring agency shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries until supplies completion certificate is issued by the Procuring agency. The Procuring agency shall make payment for the Works executed, to the Pharmacy, as per Government policy, in Pak Rupees.

<table>
<thead>
<tr>
<th>Sr. NO.</th>
<th>Description of Item with strength</th>
<th>Quantity</th>
<th>Batch , Expiry</th>
<th>Unit Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5.7.3 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

5.8 Price

The Pharmacy shall not charge prices for the products supplied and for other obligations discharged, under the Contract, varying from the prices quoted by the Pharmacy in the Price Schedule. In case, the prices found more than MRP at any stage, the procuring agency reserves the right to recover the same from supplier.

5.9 Contract Amendment

5.9.1 The Procuring agency may at any time, by written notice served to the Pharmacy, alter or amend the contract for any identified need/ requirement in the light of prevailing rules and regulations.
5.9.2 The Pharmacy shall not execute any Change until and unless the Procuring agency has allowed the said Change, by written order served on the Pharmacy.

5.9.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

5.9.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Procuring agency and the Pharmacy.

5.10 Assignment / Subcontract

5.10.1 The Pharmacy shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring agency's prior written consent.

5.10.2 The Pharmacy shall guarantee that any and all assignees/ subPharmacies of the Pharmacy shall, for performance of any part/whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part/whole of the work under the contract.

5.11 Liquidated Damages

If the Pharmacy fails to provide the required Works as is sufficient to prevent the damage or deterioration of Works during storing as indicated in the Contract, the Procuring agency may either deduct the amount from the Contract Price or the Pharmacy shall pay the Procuring agency the amount equal to the original cost of the damaged/lost Works due to any reason e.g. Accident, rain, damage and theft etc. If the Pharmacy fails to provide any job within delivery time, penalty 0.1% per day up to maximum 10 % of the contract amount will be imposed for that particular job.

5.12 Blacklisting

If the Pharmacy fails/ delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Procuring agency may without prejudice to any other right of action/ remedy it may have, blacklist the Pharmacy, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014.

5.13 Termination for Default

5.13.1 If the Pharmacy fails/ delays in performance of any of the obligations, under the Contract/ violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Procuring agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Pharmacy, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Pharmacy. Provided that the termination of the Contract shall be resorted to only if the Pharmacy does not cure
its failure/ delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

5.13.2 If the Procuring agency terminates the Contract for default, in whole or in part, the Procuring agency may procure, upon such terms and conditions and in such manner as it deems appropriate, Works, similar to those undelivered, and the Pharmacy shall be liable to the Procuring agency for any excess costs for such similar Works. However, the Pharmacy shall continue performance of the Contract to the extent not terminated.

5.14 Termination for Insolvency

If the Pharmacy becomes bankrupt or otherwise insolvent, the Procuring agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Pharmacy, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Pharmacy.

5.15 Force Majeure

5.15.1 For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

5.15.2 The Pharmacy shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.

5.15.3 If a Force Majeure situation arises, The Pharmacy shall, by written notice served on The Procuring agency, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring agency in writing, The Pharmacy shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.15.4 Force Majeure shall not include

5.15.4.1 Any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor

5.15.4.2 Any event which a diligent Party could reasonably have been expected to both
5.15.4.2.1 Take into account at the time of the conclusion of this Contract and
5.15.4.2.2 Avoid or overcome in the carrying out of its obligations here under.

5.15.5 Force Majeure shall not include insufficiency of funds or failure to make any payment
required hereunder.

5.16 Dispute Resolution
5.16.1 The Procuring agency and the Pharmacy shall make every effort to amicably resolve, by
direct informal negotiation, any disagreement or dispute arising between them under
or in connection with the Contract.
5.16.2 If, after thirty (30) working days, from the commencement of such informal
negotiations, the Procuring agency and the Pharmacy have been unable to amicably
resolve a Contract dispute, either party may, require that the dispute be referred for
resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one
or more arbitrators selected in accordance with said Law. The place for arbitration
shall be Lahore, Pakistan. The award shall be final and binding on the parties.

5.17 Statutes and Regulations
5.17.1 The Contract shall be governed by and interpreted in accordance with the laws
of Pakistan.
5.17.2 The Pharmacy shall, in all matters arising in the performance of the Contract, conform,
in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes,
Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees
required to be given or paid and shall keep the Procuring agency indemnified
against all penalties and liability of any kind for breach of any of the same.
5.17.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any
dispute or difference of any kind arising out of or in connection with the Contract.

5.18 Taxes and Duties
The Pharmacy shall be entirely responsible for all taxes, duties and other such levies
imposed, make inquiries on income tax to the concerned authorities of Income Tax, the
procuring agency is not responsible about any inquiry or clarifications about taxes by
the Pharmacy.

5.19 Contract Cost
The Pharmacy shall bear all costs/ expenses associated with the preparation of the
Contract and the Procuring agency shall in no case be responsible/ liable for those
costs/ expenses. The successful bidder shall provide legal stamp papers of relevant
value according to Govt. rules and regulations for signing of the formal contract.

5.20 Authorized Representative
5.20.1 The Procuring agency or the Pharmacy may, at their exclusive discretion, appoint their
Authorized Representative and may, from time to time, delegate any/ all of the duties/
authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

5.20.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Procuring agency or the Pharmacy.

5.20.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

5.20.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

5.20.5 If the Pharmacy questions any decision or instruction of the Authorized Representative of the Procuring agency, the Pharmacy may refer the matter to the Procuring agency who shall confirm, reverse or vary such decision or instruction.

5.21 Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

a) To be executed by an authorized representative of the bidder.

b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common stamp affixed in accordance with the required procedure.

c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.
Format of Power-of-Attorney

To be submitted with technical proposal

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. ______________ who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by THQ Hospital Piplan including signing and submission of all documents and providing information/responses to THQ Hospital Piplan in all matters in connection with our Bid. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this day of 20
For ____________________________

(Signature)
(Name, Designation and Address)

Accepted

(Signature)
(Name, Title and Address of the Attorney)

Date:
This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between THQ Hospital Piplan (the “Procuring agency”), on the one part, and [full legal name of Pharmacy & Address], on the other part severally liable to the Procuring agency for all of the Pharmacy’s obligations under this Contract and is deemed to be included in any reference to the term “the Pharmacy.”

RECITALS

WHEREAS,

(a) The Procuring agency intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the supplied goods as described in the contract.

(b) The Procuring agency has requested the Pharmacy to provide certain complete of Supplies as described in Tender Document; and

(c) The Pharmacy, having represented to the Procuring agency that it has the required professional skills, and personnel and technical resources, has agreed to provide such goods on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Pharmacy hereby covenants with the Procuring agency to complete the delivery when supply order generated and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Procuring agency to the Pharmacy.

2. The Procuring agency hereby covenants with the Pharmacy to pay the Pharmacy, the Contract Price as may become payable, at the times and in the manner, in conformity
in all respects with the provisions of the Contract, in consideration of goods supplied and remedying of damage therein.

3. The following shall be deemed to form and be read and construed as part of this Contract:
   a. The Letter of Acceptance / Award of Work
   b. Tender/Bid Document
   c. General Conditions of Contract
   d. Price of Schedule
   e. Affidavit(s)
   f. Performance Guarantee
   g. Contract Form on E-Stamp Paper of specific amount as per quoted.

4. This Contract shall prevail over all other documents. In the event of any discrepancy/ inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **THQ Hospital Piplan**: For [**full legal name of the Pharmacy**]:

Signature

Name

**WITNESSES**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNIC #</td>
<td>CNIC #</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Designation</td>
<td>Designation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Address</th>
</tr>
</thead>
</table>

**Signature of Tenderer with Stamp and Date**
### EVALUATION CRITERIA:

<table>
<thead>
<tr>
<th>S.No</th>
<th>NAME OF DOCUMENT</th>
<th>YES/NO</th>
<th>PAGE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Original receipt for purchase of tender (In Technical Proposal)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bid security of 2% Estimated Cost in shape of CDR (Photocopy of CDR with technical proposal and original with Financial proposal)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Copy of CNIC (National ID card) (In Technical Proposal)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Acceptance of terms and conditions/bidding documents duly signed and stamped by the firm (In Technical Proposal)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Valid Pharmacy Drug Sales License (Form: 09) as per Drug Rules 2007 having A Category firm (In Technical Proposal)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Certification/Proof that supplier establishment is located with 2 Kilometer radius from THQ Hospital Piplan. (In Technical Proposal)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Affidavit of Rs 100/- duly attested stating that firm is not black listed as per tender enquiry and firm will be responsible of prices of stock supplied through this tender that prices will not be charged more than the market prices and firm will be responsible for provision of all demanding medicines by procuring agency in time and also replacement of defective stock if found substandard or at variation from approved specifications/sample, and firm will be responsible of quality of all supplied items (In Technical Proposal)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### FINANCIAL PROPOSAL SHALL CONTAIN FOLLOWING FORMULA WITH BID SECURITY:

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Type of Product</th>
<th>Discount Offered in Percentage Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Products of National Pharmaceuticals</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Products of Multinational Pharmaceuticals</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Surgical Disposables/implants etc.</td>
<td></td>
</tr>
</tbody>
</table>

MEDICAL SUPERINTENDENT
THQ HOSPITAL Piplan