BIDDING DOCUMENT

FRAME WORK CONTRACT OF LOCAL PURCHASE OF

MEDICINES AND DISPOSABLE SURGICALS FOR THQ HOSPITAL SILLANWALI FOR FISCAL YEAR 2020-2021

PRIMARY & SECONDARY HEALTHCARE DEPARTMENT

GOVERNMENT OF PUNJAB
CHECK LIST

The provision of this checklist is essential prerequisite along with submission of tenders.

KNOCK OUT CLAUSES

1. Original receipt for tender purchase
2. Valid National ID Card
3. 4% bid security in the form of CDR issued from any schedule bank the name of Medical Superintendent THQ Hospital SILLANWALI
4. Pharmacist/chemist/druggist profile including details of all managerial staff (Name, Address, Tell no.)
5. Valid Drug Sales License on Form 09 with minimum Two Years Operational Pharmacy Experience form the date of issuance of DSL for the year 2020-21.
6. Brands of Medicines supplied by the vendor shall be according to Punjab Medicine Formulary.
7. Acceptance of terms and conditions of documents duly signed and stamp on letter head
8. Non-Blacklisting Certificate of firm
9. Bank statement/balance sheet of last one year
10. National tax number
11. Valid drug sale license

Invitation for Bids

TEHSIL HEADQUARTER HOSPITAL SILLANWALI, DISTRICT SARGODHA
Reference No: THQ/IP/PO/LP/02

The Medical Superintendent THQ Hospital Sillanwali invites sealed bids from interested firms/agencies of repute with financially sound background involved in running institutional Pharmacy business/Chain of Pharmacies/Distributors having a valid Retail drug sale license (Category A) for supply of drugs/medicines/surgical Disposables for contract of Local Purchase of Bulk & Emergency medicines for the fiscal year 2020-21.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Detail</th>
<th>Tender Fee</th>
<th>Bid Security</th>
<th>Tender opening Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Frame Work contract for Local Purchase of Medicines and Surgical Disposables</td>
<td>Rs. 2000/-</td>
<td>4% of estimated budget</td>
<td>29-09-2020</td>
</tr>
</tbody>
</table>

Separate Bids will be given for following Medicines on basis of Maximum Discount percentage from retail price.

I. Multinational companies
II. National Companies Medicines
III. Disposable Surgical Items
   a) Local Surgical Item  b) Imported Surgical Item

Bidding shall be conducted through Open Competitive Bidding (Single Stage-Two Envelope) procedures specified in the Punjab Procurement Rules PPRA 2014 (amended Jan 2016), and is open to all eligible bidders as defined in the bidding document.

Interested eligible bidders may obtain bidding documents and further information from the office of MS/IP on submission of written application along with payment of non-refundable fee of RS. 2000/- (Two Thousand Only). Bidding documents are available till 29-09-2020 up to 11:00 am from office of Medical Superintendent/PO, THQ Hospital Sillanwali.

Bidding documents are also available on Punjab Procurement Regulatory Authority website (www.ppra.punjab.gov.pk) until the closing date for the submission of bids.

Bidding Documents must be accompanied by a Bid Security valid for 90 days as mentioned above in the form of CDR/Pay Order/Demand Draft from a Scheduled Bank of Pakistan.

Bids will be opened in the presence of bidder’s representatives who choose to attend at 12:00 pm. in the Office of The Medical Superintendent THQ Hospital Sillanwali on the closing date, 29-09-2020.

The bidders are requested to give their best and final prices as no negotiations are expected.

Taxes will be deducted as per applicable government rules.

NTN or Sales Tax registration certificate must be provided.

Valid and Renewed Category A license must be provided.
The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

**Primary Contact**
Name: Dr. Sohail Asghar  
Designation: Medical Superintendent  
Email: ms.thqsillanwali@gmail.com

**Secondary Contact**
Name: Dr. Zain Usman  
Designation: Procurement Officer  
Contact No: 0302 7980853  
Email: zainusman69@gmail.com

**INSTRUCTIONS TO BIDDERS**

**Source of Funds:** The Government of Punjab, Health Department allocates funds for the local Day to Day/Bulk purchase of medicines to the individual institution under their relevant Head of Account which are utilized by THQ hospital Sillanwali for the local purchase of medicines/disposable items during the financial year 2020-21.

THQ Hospital Sillanwali intends to conclude the framework contract for the supply of local Day to Day/Bulk purchase of Medicines/Disposable Items on day to day basis & on Free Delivery to Consignee’s end basis directly, to THQ Hospital Sillanwali. In case of any conflict between bidding document and PPRA Rules, the PPRA Rules shall prevail. According to LP Policy 2013, the bidder should be available at a radius of two kilometer according to LP Policy 2013, in case of unavailability, the procuring agency will consider registered vendor outside of this two kilometer premises.

**Eligible bidders:** This Invitation for Bids is open to all registered Pharmacies, Druggists & Chemist’s at THQ Hospital SILLANWALI. The bidder must possess a valid retail drugs sale license issued by the competent authority in Pakistan. The bidder shall also have to submit a copy of registration certificate and Memorandum of Association / Partnership deed registered with the Registrar of Companies in Pakistan. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.

**Eligible Goods and Services:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services.

**Cost of Bidding:** 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 manner or outcome of the bidding process.

**THE BIDDING PROCEDURE**

**Single Stage – Two Envelopes** Bidding Procedure as per PPRA Rules shall be applied:

The bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;

The envelopes shall be sealed & marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL “ in bold and legible letters to avoid confusion;  
Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;

The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of procuring agency without being opened;

The Procuring Agency shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;  
During the technical evaluation, no amendments in the technical proposal shall be permitted;

The Financial Proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance;

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

The financial proposal of bids found technically non-responsive or non-compliant shall be returned unopened to the respective bidders.
THE BIDDING DOCUMENTS

Content of Bidding Documents

The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents shall include:-

- Bidding documents shall include:
  - Instructions to bidders
  - Schedule of Requirements Technical Specifications Contract Form
  - Performance Guaranty / Security
  - Bid Form
  - Price Schedule

The “Invitation for Bids” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.

The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.

Clarification of Bidding Documents: A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency’s at address mentioned in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification 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.

Amendment of Bidding Documents: 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 requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for submission of bids.

Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straight way be rejected.

The bidder is required to offer competitive discount percentage from retail price. All discount prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

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

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

Bid currencies: Discount Prices shall be quoted in Pak Rupees.

Bid Security:

The bidder shall furnish bid security 2% of estimated cost in the shape of Call Deposit Receipt issued by any scheduled bank of Pakistan in the name of Medical Superintendent THQ Hospital Sillanwali, Sargodha.

Bid Validity
Bids shall remain valid for Financial Year 2020-21. 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. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid with in 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.

Bidders who:
Agree to the Procuring Agency’s request for extension of bid validity shall not be permitted to change the substance of their bids; and

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

Format and Signing of Bid:
The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

SUBMISSION OF BIDS

Sealing and Marking of Bids
The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. The inner and outer envelopes shall be sealed and:
be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
bear the name and number indicated in the Invitation for Bids.
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 – Non responsive or Late”.
If the outer as well as inner envelopes are not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for misplacement.

Deadline for Submission of Bid: Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, not later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, 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.

Late Bid: Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder

Withdrawal of Bids: The bidder may withdraw its bid after the bid’s submission and prior deadline to the prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders.

OPENING AND EVALUATION OF BIDS

Opening of Bids
The Procuring Agency shall initially open only the envelope marked “TECHNICAL PROPOSAL” in the presence of bidders’ representatives who
choose to attend, however, the envelope marked as
“FINANCIAL PROPOSAL” if it is sealed shall be retained in the custody of Procuring
Agency without being opened and till completion of the evaluation process.
The Financial Proposal will be opened in the same manner at time and date as
decided by Procuring agency
The Procuring Agency shall prepare minutes of the bids opening (technical and financial).

Clarification of Bids: 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

Preliminary Examination

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.

In the financial bids the arithmetical errors shall be rectified on the following basis. 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. If the bidder does not accept the correction of the errors, its bid
shall be rejected, and its bid Security may be forfeited. If there is a discrepancy
between words and figures, the amount in words shall prevail.

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.

Prior to the detailed evaluation, the Procuring Agency shall determine the substantial
responsiveness of each bid to the bidding documents. For purposes of these
Clauses, 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 Law, Drugs Act, Taxes & Duties and GMP practices shall be deemed to
be a material deviation for technical

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.

Evaluation & Comparison of Bids

The Procuring Agency shall evaluate and compare the bids, which have
been determined to be substantially responsive.
All bids shall be evaluated in accordance with the evaluation criteria and
other terms & conditions set forth in these bidding documents.

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.

Contacting the Procuring Agency: No bidder shall contact the Procuring Agency on
any matter relating to its bid, from the time of the bid opening to the time the Contract is
awarded. If the bidder wishes to bring additional information to the notice of the Procuring
Agency, it should do so in writing. 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 evaluations of Tender process
is strictly prohibited. Any infringement shall lead to disqualification in addition to any other
penalty Procuring
Agency may in its discretion impose.

Qualification & disqualification of bidders: The Procuring Agency shall disqualify a bidder
if it finds, at any time, that the information submitted by firm was false and materially
inaccurate or incomplete.

Rejection of Bids: The Procuring Agency may reject any or all bids at any time prior to the
acceptance of a bid. 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. The liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.

Re-Bidding: If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under Punjab Procurement Rules-2014. 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.

Announcement of Evaluation Report: The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

AWARD OF CONTRACT

Acceptance of Bid and Award criteria
The bidder offering maximum discount rates on retail price of all medicines/disposable items, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.

Procuring Agency's right to vary quantities at time of award
The Procuring Agency reserves the right at the time of framework Contract’s award to increase or decrease, the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions where applicable.

Limitations on negotiations
Negotiations may not relate to the price or substance of tenders or proposals specified by the bidder in his tender, but only to minor technical, Contractual or logistical details.

1. As guidance only, negotiations may normally relate to the following areas:
   - minor alterations to technical details, such as the terms of reference, the scope of work, the
   - Specification or drawings;
   - Minor amendments to the Special Conditions of Contract;
   - finalizing the payment arrangements;
   - Mobilization arrangements;
   - Agreeing final delivery or completion schedules to accommodate any changes required by the

Procuring agency;
   - The proposed methodology or staffing;

Notification of Award
Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter, to be confirmed in writing by registered letter, that its bid has been accepted.

The notification of award shall constitute the formation of the Contract.

Signing of Contract
At the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted, the Procuring Agency shall send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

Both the successful bidder and the Procuring Agency shall sign with date the Contract on the legal stamp paper. Thereafter, the Procuring Agency shall issue Purchase Order. If the successful bidder, after completion of all Codal Formalities shows inability to sign the Contract then the firm shall be blacklisted minimum for two years. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

Performance Guaranty/ Security

On the date of signing of Contract, the successful bidder shall furnish the Performance Guaranty / Security in accordance with the Conditions of Contract, in the Performance Guaranty / Security Form provided in the bidding documents. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.
In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter provided, the Supplier agrees to sell, and the Procuring Agency agrees to purchase, the goods described in the Schedule of Requirements at the prices and in the quantities shown in the Schedule of Requirements.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

WHEREAS the Procuring Agency requires that the Procuring Agency as well as bidders/Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:

(b) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution, and

fraudulent practice "means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;

Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract; onus of proof will be on the firm.

SCHEDULE OF REQUIREMENT FOR LOCAL PURCHASE OF MEDICINES / DISPOSABLE ITEMS

The supplies shall be delivered within 72 hours after the receipt of Purchase / Supply Order from concerned Medical Superintendent THQ Hospital SILLANWALI, as per following schedule of requirements:-

<table>
<thead>
<tr>
<th>MODE OF PENALTY</th>
<th>DELIVERY PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>WITHOUT PENALTY</td>
<td>Bidders shall haveto supply such quantity of Medicines/Disposable items to THQ Hospital SILLANWALI within 72 hours on receipt of orders/demand from concerned Medical Superintendent on free delivery basis to the hospital store.</td>
</tr>
<tr>
<td>WITH PENALTY</td>
<td>In case the contractor / supplier firm fails to adhere the delivery schedule then, its status will be considered blacklisted until and unless, the firm provides genuine reasons for delay in the supplies and it will be the discretion of the competent authority to accept the supplies. However, this acceptance will be subject to the imposition of the L.D. Charges at the uniform rate of 2% per month / 0.067% per day by competent Authority.</td>
</tr>
</tbody>
</table>

FRAMEWORK CONTRACT FORM

THIS FRAMEWORK CONTRACT is made at_________ on ________ day of________2020, between the Medical Superintendent THQ Hospital Sillanwali, District Sargodha (hereinafter referred to as the “Procuring Agency”) of the Part; and M/s ( ) a firm registered under the laws of Pakistan and having its registered office at ( ) (hereinafter referred to as the “Supplier”) Second Part (hereinafter referred to individually as “Party” and call as the “Parties”). WHEREAS the Procuring Agency invited bids for procurement of goods, in pursuance whereof M/s ( ) of Pakistan being the pharmacies/Druggists/Chemists in Pakistan offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of Local Purchase of Medicines / Disposable Items at a discount rate% on retail price of all medicines / Disposable items/dialysis items for the year 2020-21 as per detail below.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Items</th>
<th>Discount on Retail Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Medicines manufactured by National Manufacturing units</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Medicines manufactured by Multi-National Manufacturing Units /Imported.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Surgical Disposable Items</td>
<td></td>
</tr>
</tbody>
</table>

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-

Price Schedule submitted by the bidder Technical Specifications
General Conditions of Contract; Special Conditions of Contract
Procuring Agency’s Award of contract
Bidding Documents

In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services

8
and to remedy defects therein in conformity in all respects with the provisions of this Contract.

The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price 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.

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.

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, described whether 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.

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.

In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary Law, Justice & Human Right or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

12. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm.

13. In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration

14. The Supplier shall ensure provision of all medicines/disposable items immediately to the end users as per demand on daily basis. In case of non-supply of all medicines/ disposable items on the same day, Medical Superintendent concerned shall be authorized to purchase the same medicine/disposable items at the risk and cost of supplier without any notice.

15. No substitute medicines/items shall be accepted

16. Partial supply shall not be accepted.

17. Near / short expiry medicines shall not be accepted.

18. All the medicines supplied shall be in accordance with provision of Drug Act 1976 and rules there under.

19. Quality/quantity of medicines/items supplied will be checked by the hospital pharmacists and store officer/rep of Medical Superintendents.

20. If the Medicines supplied are not according to the specification/demand the supply shall not be accepted. In case of dispute, the decision of Medical Superintendent shall be final and no appeal could be lodged against it in any court of law or other institution.

21. Supplier shall ensure continuous / uninterrupted supply of medicines/items to the end users as per demand throughout the contract period on daily basis, 7 days a week and on all holidays.

22. The supplier shall have to supply such quantity as ordered by Medical Superintendent THQ hospital Sillanwali.

23. The contractor shall provide free delivery of Medicines to consignee at the concerned hospital store.

24. The supplier shall submit bills to the end users on monthly basis & shall give discount on retail price of medicine/items. In case of difference of price, extra money charged shall have to be refunded by the contractor. Payment will be made by the end users as per rules after completion of all codal formalities.

25. Contractor shall be bound to provide warranty / invoice rate list of medicines/items supplied to the end users.

26. Medicines shall be in proper package.

27. Retail price of medicine shall be clearly written on the packing.

28. The supplier shall depute one dedicated person in THQ Hospital SILLANWALI who will remain available in the hospital to collect orders for making prompt supply of medicines to the end users, AVAILABILITY on cell phone or whatsapp is also acceptable.

29. In case of breach of terms & conditions of contract agreement security of the supplier shall be forfeited.

30. Brands of medicine may be changed according to future govt policies/list of medicine.

31. This contract agreement shall remain valid till June, 2020 (extendable for further 03 months)
| WITHOUT PENALTY | Bidder shall have to supply such quantity of Medicines/Disposable Items to THQ-HOSPITAL Sillanwali within 72 hours on receipt of orders/demand from concerned Medical Superintendent on free Delivery basis to the hospital store. |
| WITH PENALTY   | In case the contractor / supplier firm fails to adhere the delivery schedule then, its status will be considered blacklisted until and unless, the firm provides genuine reasons for delay in the supplies and it will be the discretion of the competent authority to accept the supplies. However, this acceptance will be subject to the imposition of the L.D. Charges at the uniform Rate of 2% per month / 0.067% per day. |

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.

Bidder /supplier Sign /Seal

<table>
<thead>
<tr>
<th>Signature</th>
<th>Medical Superintendent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name _________________________</td>
<td>THQ Hospital Sillanwali</td>
</tr>
<tr>
<td>S/O _________________________</td>
<td>Sargodha</td>
</tr>
<tr>
<td>NIC# _________________________</td>
<td></td>
</tr>
<tr>
<td>Address: ____________________</td>
<td></td>
</tr>
</tbody>
</table>
Bidding Document LP THQ Hospital SILLANWALI

BID FORM
LETTER OF INTENTION

TO

MEDICAL SUPERINTENDENT THQ
HOSPITAL SILLANWALI

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the following discount on retail price of all medicines / disposable items.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements, we shall furnish a Performance Guaranty/Security in the shape of Call Deposit (CDR) in the name of Medical Superintendent THQ hospital Sillanwali equivalent to 2% of the total Contract amount. We agree to abide by this bid for a period of FY 2020-21 from the date fixed for bid opening under instruction to the bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that the Procuring Agency is not bound to accept the highest or any bid, Procuring Agency may receive.

<table>
<thead>
<tr>
<th>Name of the bidder</th>
<th>Father’s Name</th>
<th>Address of bidder / Firm</th>
<th>NIC#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PRICESCHEDULE / DISCOUNT FOR LOCAL PURCHASE OF MEDICINES/ DISPOSABLE ITEMS ON RETAIL PRICE OF ALL MEDICINES/ DISPOSABLE ITEMS

<table>
<thead>
<tr>
<th>Category</th>
<th>Discount %</th>
<th>In words</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Medicines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi National Medicines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surgical /Disposable items</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the bidder</th>
<th>Father’s Name</th>
<th>Address of bidder / Firm</th>
<th>NIC#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note. Bid form and price schedule to be submitted with financial offer.
I/We, the undersigned solemnly state that:

We have read the contents of the Bidding Document and have fully understood it.

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

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

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

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

Name of the bidder ____________________
Father's Name ________________
Address of bidder / Firm ________________
NIC# ________________
Designation. ____________________
Signature ____________________
Stamp______________
AFFIDAVIT
ON STAMP PAPER OF RS 20/-

I/We, the undersigned solemnly state that:

We have read the contents of the Bidding Document and have fully understood it.

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

AND the medicines/disposable items supplied by me, will be according to Drug rules, amended up to date.

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

Name of the bidder __________________
Father’s Name __________________
Address of bidder / Firm ________________
NIC# __________________
Designation. _________________________
Signature __________________________
Stamp _____________________________
PERFORMANCE GUARANTEE
After winning the bid it should be 5% of the total contract

To: MEDICAL SUPERINTENDENT THQ HOSPITAL SILLANWALI
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 with a Bank Guarantee by a scheduled bank for the sum of 5% of the total contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the__________day of_______, 2021

Signature and Seal of the Guarantors/ Bank

Name of the bidder ______________________
Father, s Name ______________________
Address of bidder / Firm ______________________
NIC# ______________________
Designation, ______________________
Signature ______________________
Stamp ______________________