BIDDING DOCUMENT

FOR THE

LOCAL PURCHASE OF MEDICINES, SURGICAL / DISPOSABLES & MEDICAL DEVICES FOR DHQ & THQ HOPITALS OF DISTRICT LODHRAN

FINANCIAL YEAR 2020-21

CHIEF EXECUTIVE OFFICER
DISTRICT HEALTH AUTHORITY LODHRAN
Primary & Secondary HealthCare Department, Government of Punjab

Phone No: 0608-921030
E-Mail: dqcblodhnan@gmail.com
## CHECK LIST

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<td><strong>COMPULSORY CRITERIA</strong></td>
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<td><strong>General Criteria</strong></td>
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<td>1</td>
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<td>Bidder’s Past Performance (Last one year) past supply order or related documents</td>
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<td>4</td>
<td></td>
<td>Declaration on Rs. 50 stamp paper that firm should provide supply according to schedule of demand / according to formulary formulated by primary &amp; secondary Healthcare Department Lahore</td>
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<td>5</td>
<td></td>
<td>Satisfactory performance report by the drug inspector concerned</td>
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Note: If a firm fails to comply any compulsory criteria, then bidder will be declared as nonresponsive.
INVITATION FOR BIDS

Bid Reference No: LP Medicines, Disposables /DHQH, THQHs/ 2020-21

1. District Health Authority Lodhran invites sealed bids/tenders (Technical & Financial) from bidders having valid Drugs Sale License of Pharmacy on Form 9 to conclude the Framework Contract for the Local Purchase of Medicines, Surgical / Disposables & Medical Devices for DHQ & THQ hospitals of District Lodhran on free delivery at consignee’s end basis.

2. The bidders must offer maximum discount on following categories:
   I. For Multinational Manufacturers (Medicines)
   II. For National Manufacturers (Medicines)
   III. For Surgical Disposable items / Medical Devices

3. Discount will be calculated on Maximum Retail Price (MRP) fixed by the Drugs Regulatory Authority of Pakistan (DRAP).

4. Bidders can download the Bidding Documents containing estimated cost and detailed terms & conditions from the websites of PPRA (www.ppra.punjab.gov.pk) for information only. Same can be obtained from DHA Lodhran, Chak No. 100 M near District Jail until 12:00 PM on the closing date for the submission of bids.

5. The firms shall pay a non-refundable Fee of Rs. 500/- (Rupees Five Hundred only) for each tender at office of District Health Authority Lodhran.

6. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure of Punjab Procurement Rules, 2014 (amended). 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(s), for which the proposal is submitted. Financial Proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

7. Sealed bids are required to be submitted by the Bidders on 01-03-2021 till 01:00 PM positively in the office of the Deputy commissioner Lodhran. The bids received till stipulated date & time shall be opened on the same day at 01:30 PM in the presence of the bidders or their authorized representatives who choose to attend. Late bids shall not be entertained.

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

9. 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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated cost (Rs.) in Million</th>
<th>Bid Security (Rs.)</th>
</tr>
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<tbody>
<tr>
<td>Local Purchase Medicines, Surgical Disposable Items, Medical Devices (Day to Day/Emergency)</td>
<td>5.00</td>
<td>2.00</td>
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<tr>
<td></td>
<td>THQs</td>
<td>Total</td>
</tr>
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</table>

DHQ                              | THQs                            | Total              |                    |
Note:

1) The Procurement/Bidding Process shall be governed by the Punjab Procurement Rules 2014 (amended).

2) The bidder shall attach unhidden photocopy of 2% Bid Security of estimated cost as mentioned in bidding documents, in the form of Bank Draft / Bank Guarantee/Call Deposit Receipt (CDR), with Technical Proposal (hardcopy) and Original with Financial Proposal.

CHIEF EXECUTIVE OFFICER
DISTRICT HEALTH AUTHORITY
LODHRAN
### Bid Data Sheet

<table>
<thead>
<tr>
<th>ITB Ref</th>
<th>Description</th>
<th>Detail</th>
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<tbody>
<tr>
<td>N/A</td>
<td>Bid Reference No: LP Medicines, Disposables/DHQH, THQHs/2020-21</td>
<td>1. Local Purchase Medicines, Surgical / disposables &amp; Medical Devices (Day to Day/Emergency)</td>
</tr>
<tr>
<td>N/A</td>
<td>Commencement of sale of Bidding Document</td>
<td>Soon after publishing of advertisement / uploading on PPRA website</td>
</tr>
<tr>
<td>N/A</td>
<td>Last date of sale of Bidding Document</td>
<td><strong>01-03-2021 up to 12:00 PM</strong></td>
</tr>
<tr>
<td>ITB Clause 19</td>
<td>Last date and time for the receipt of bidding Document</td>
<td><strong>01-03-2021 till 01:00 PM</strong></td>
</tr>
<tr>
<td>ITB Clause 22</td>
<td>Date, time and venue of opening of technical Bids</td>
<td><strong>01-03-2021 at 01:30 PM</strong> at Office of Deputy Commissioner Lodhran</td>
</tr>
<tr>
<td>ITB Clause 12</td>
<td>Bid currency</td>
<td>PKR</td>
</tr>
<tr>
<td>ITB Clause 08</td>
<td>Language of bid</td>
<td>English</td>
</tr>
<tr>
<td>ITB Clause 15</td>
<td>Amount of bid security</td>
<td>2% of the estimated price</td>
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<tr>
<td>ITB Clause 16</td>
<td>Bid validity period</td>
<td>120 Days</td>
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<td>ITB Clause 22</td>
<td>Bidding procedure</td>
<td>Single stage – Two Envelop procedure</td>
</tr>
<tr>
<td>ITB Clause 27</td>
<td>Address for communication:</td>
<td><strong>Primary : Chief Executive Officer DHA Lodhran, Contact 0608921030</strong></td>
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Section I

INSTRUCTIONS TO BIDDERS

1. Source of Funds: The Government of Punjab, Primary & Secondary Healthcare Department has allocated funds for the purchase of Local purchase medicines, Surgical disposable items & medical devices (Day to day/ Emergency), to the individual institution under their relevant Head of Account which will be utilized by each Health facility for the purchase of above mentioned items during the financial year 2020-21. Chief Executive Officer DHA LODHRAN intends to fix the discount/conclude the contract for the supply of these Items on Free Delivery to consignee’s end basis directly to DHQ and THQs.

2. Eligible bidders: This Invitation for Bids is open to all Licensed Pharmacies (Form 9) having income tax registered for supply of relevant items on Free Delivery to Consignee’s end basis. 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.

3. 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. For this purpose, the term “Goods” includes any Goods that are the subject of this Invitation for Bids and the term “Services” shall include related services such as transportation, insurance etc. The “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. 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 DOCUMENTS

5. Content of Bidding Documents
i. 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:-
   a) Instructions to bidders;
   b) General Conditions of Contract;
   c) Special Conditions of Contract;
   d) Schedule of Requirements;
   e) Technical Specifications;
   f) Draft Contract;
   g) Bid Forms;

   ii. 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.

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

iv. 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.

6. 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 address, indicated 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. Pre-bid conference shall be arranged for clarifications of the bidders on the date and time mentioned above under biodatasheet.

7. 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 the submission of bids.

PREPARATION OF BIDS

8. Language of Bid: The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid: The bid shall comprise the following components:

(a) Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal).

(b) Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;

(c) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents; and

(d) Bid Security @ 2% of the estimated price in the shape of Call Deposit (Fresh CDR) / Bank Guarantee in the name of Chief Executive officer DHA LODHRAN.

10. Bid Form & Price Schedule: 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 strength, packing, quantity, and prices.

11. Bid Prices:

i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.

ii. Form of price Schedule 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. Serial number of the quoted item may be marked with red / yellow marker.

iii. The bidder should quote the prices of goods according to the technical specifications as provided in the Form
of Price Schedule and Technical Specifications. The specifications of goods different from the
demand of bid enquiry shall straightway be rejected.

iv. The bidder is required to offer competitive price. All prices must include the Income Tax as per
government policy 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 taxes shall be passed on to the Procuring Agency.

v. 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.

vi. 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.

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

13. Documents establishing bidder’s Eligibility and Qualification

i. The bidder shall furnish as part of its technical bid, documents establishing the bidder’s eligibility to
bid and its qualifications to perform the Contract if its bid is accepted.

ii. 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 eligible as defined under instruction to
the bidders

iii. The documentary evidence (to be submitted along with technical proposal) of the bidder’s qualifications
to perform the Contract if its bid is accepted shall establish to the Procuring Agency’s satisfaction:

(a) Active National Tax Number (NTN) with documentary proof shall have to be provided by each
bidder in the tender.

(b) The bidder shall submit an affidavit on legal stamp paper of Rs. 50/- that their firm is not blacklisted
on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector
Organization. The bidder shall be debarred from bid on account of submission of false statement.

(c) The bidder should have minimum as mentioned in evaluation criteria below. Similarly it is
mandatory that the item to be quoted by the bidder/Manufacturer should have availability in the
market. Documentary proof shall have to be provided in this regard.

(d) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they
have quoted their rates in the Financial Proposals.

(e) The bidder must indicate the registration number, make of country of origin / Manufacturer of the
item.

14. Documents Establishing Good’s Eligibility and Conformity Bidding Documents:

i. The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the
eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply
under the Contract.

ii. The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule
of the country of origin of the goods offered which a certificate of origin issued by the Manufacturer shall
confirm.

15. Bid Security @ 2% of the estimated price in the shape of Call Deposit (Fresh CDR) /Bank Guarantee in
the name of Chief Executive Officer DHA LODHRAN from any schedule bank shall be furnished by the
bidder.
16. Bid Validity

i. Bids shall remain valid for the period of **120 Days** 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.

ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional/unforeseen 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.

iii. **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 (earnest money).

17. Format and Signing of Bid:

i. 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.

ii. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

**SUBMISSION OF BIDS**

18. Sealing and Marking of Bids

i. 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:

ii. Be addressed to the Procuring Agency at the address given in the Invitation for Bids and;

iii. Bear the name and number indicated in the Invitation for Bids.

iv. 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”.

v. 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 the bid’s misplacement or premature opening and shall be rejected forthwith.

19. **Deadline for Submission of Bids:** 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.

20. **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

21. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid’s submission and prior to the deadline 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.
22. The Bidding Procedure

22.1 The procedure for selection of Contractor shall be used for the procurement is specified in the Bid Data Sheet. The detail description of the procedure is described in Rule 38 of Punjab Procurement Rules, 2014.

OPENING AND EVALUATION OF BIDS

23. Opening of Bids

   a. The Procuring Agency shall initially open only the envelope marked “TECHNICAL PROPOSAL” in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders representatives who are present shall sign the Attendance Sheet evidencing their attendance. 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.

   b. The bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

   c. If financial bid/Financial hints are found in the envelope of technical bid it will be rejected.

   d. The Procuring Agency shall prepare minutes of the bids opening (technical and financial).

24. 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.

25. Preliminary Examination

   a. 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.

   b. 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.

   c. 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.

   d. 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, Taxes & Duties 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.

   e. 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.

26. Evaluation & Comparison of Bids

   a. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
b. The Procuring Agency’s evaluation of technical proposal / bid shall be on the basis of previous performances, previous test reports, inspection of plant/ factory / premises (if not previously conducted), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders (ITB).

c. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.

d. 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.

27. Evaluation Criteria:

For Local purchase of Medicines, surgical disposables & medical devices (Day to Day/emergency)

(A) Compulsory Criteria:

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Note: Bidder who fails to fulfill compulsory criteria will be declared non responsive.

(B) Marking Criteria:

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<th>Parameters</th>
<th>Detail</th>
<th>Marks</th>
<th>Remarks</th>
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| 1  | Bidder’s Past Performance (Last one year) | Major institutions served:  
 i. No institution Served  
 ii. 1  
 iii. 2  
 iv. 3 or more | 15 | Institutions include Government/ autonomous/ private hospital registered with PHC  
 Submit supply orders/PHC registration certificate copy |
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<th>Bidders Market experience in quoted item</th>
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<th>Experience will be calculated from date of issuance of DSL</th>
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<td></td>
<td></td>
<td>i.</td>
<td>&lt;5 years</td>
<td>5</td>
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<td>ii.</td>
<td>5 years</td>
<td>10</td>
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<td></td>
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<td>iii.</td>
<td>&gt;5 years</td>
<td>15</td>
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<th></th>
<th>Financial status (Bank Statement of last 1 year)</th>
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<th>15</th>
<th>Bidder can provide more than one Bank certificates showing good financial status</th>
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<td></td>
<td></td>
<td>i.</td>
<td>1.0 million PKR</td>
<td>5</td>
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<td></td>
<td></td>
<td>ii.</td>
<td>Above 1.0 million to 2.0 million PKR</td>
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<td>iii.</td>
<td>Above 2.0 million to 5.0 million PKR</td>
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<tr>
<th></th>
<th>Declaration</th>
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<th>15</th>
<th>Declaration on Rs. 50 attested stamp paper</th>
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<tr>
<td></td>
<td></td>
<td>Declaration on Rs. 50 stamp paper that firm should provide supply according to schedule of demand/according to formulary (PMF) formulated by primary &amp; secondary Healthcare Department Lahore</td>
<td></td>
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<th></th>
<th>Inspection Report</th>
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<th>10</th>
<th>Inspection report on official memo of concerned drug inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Satisfactory performance report of premises by concerned Drug Controller/ Deputy Drug Controller/ drug inspector</td>
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|   |   |   |   |   |

Total marks: 70

Total marks Obtained: Qualifying marks 60% (42)

i) 100% complete information according to the bid evaluation criteria provided by the firm will get maximum marks. THE INFORMATION PROVIDED BY THE FIRM SHOULD BE RELEVANT, CONCISE AND TO THE POINT AS PER BID EVALUATION CRITERIA, UNNECESSARY DOCUMENTATION WILL HAVE A NEGATIVE IMPACT.

ii) After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their technical proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark which is 60% will be considered non-responsive, that their financial proposals shall be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals. Bidders’ attendance at the opening of financial proposals is optional.

iii) Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying marks shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded.

28. 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 stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification in addition to any other penalty Procuring Agency may in its discretion impose.

29. **Qualification & disqualification of bidders:** The Procuring Agency shall disqualify a bidder if it finds, at anytime, that the information submitted by firm was false and materially in accurate or incomplete.

30. **Rejection of Bids:**
   
   (1) The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
   
   (2) The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.
   
   (3) The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards the bidders.
   
   (4) The bidders shall be promptly informed about the rejection of the bids, if any.
   
   (5) A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.

31. **Re-Bidding:** If the Procuring Agency rejected all bids, it may call for re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under Rule 42 of the 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.

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

**AWARD OF CONTRACT**

32. **Acceptance of Bid and Award criteria**
   
   The bidder with the lowest evaluated bid, 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.

33. **Procuring Agency’s right to vary quantities at time of award**
   
   The Procuring Agency reserves the right at the time of 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.

34. **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.

   I. 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;
 Inputs required from the procuring agency;
 Clarifying details that were not apparent or could not be finalized at the time of bidding;
 The bidder’s tax liability in Pakistan, if the bidder is a foreign company.
 Negotiations shall not be used to:
 Substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
 Substantially alter the terms and conditions of Contract;
 Reduce unit rates or reimbursable costs, provided that in case of exceptional circumstances like exorbitant rate, rates higher than prevailing market rates, negotiation may be adopted;
 Reduce work inputs solely to meet the budget; or
 Substantially alter anything which formed a crucial or deciding factor in the evaluation of the Tenders or proposals.

Notification of Award
i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter that its bid has been accepted
ii. The notification of award shall constitute the formation of the Contract.

35. Signing of Contract
i. 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.
ii. Both the successful bidder and the Procuring Agency shall sign date the Contract. 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.

36. Performance Guarantee/Security
i. On the date of signing of Contract, the successful bidder shall furnish the 5% Performance Guarantee/Security in accordance with the Conditions of Contract, in the Performance Guarantee / Security Form provided in the bidding documents.
ii. 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.

37. Corrupt or Fraudulent Practices
(a) 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:
   i. “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
   ii. “fraudulent practice” means 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;
(b) 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;

(c) 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.

38. Redressal of grievances by the Procuring Agency
The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than Ten (10) days after the announcement of the bid evaluation report.

The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

Any bidder not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant court of jurisdiction.
SECTION 2
GENERAL CONDITIONS OF CONTRACT

1) Definitions: In this Contract, the following terms shall be interpreted as indicated against each;
   i) “The Contract” means the agreement between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
   ii) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
   iv) “The Services” means those services ancillary to the supply of goods.
   v) “The Procuring Agency” means CEO (DHA) LODHRAN / concerned DHQH / THQHs.
   vi) “The Supplier” means the individual or firm supplying the goods under this Contract.

2) Application: These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract

3) Country of Origin: 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. For the purposes of this clause, “origin” means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.

4) Standards: The goods supplied under this Contract shall conform to the standards mentioned in the technical Specifications.

5) Use of Contract Documents and Information
   i) The Supplier shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.
   ii) The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.
   iii) Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.
   iv) The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier.

6) Patent Rights: The Supplier shall indemnify the Procuring Agency 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) Ensuring intimation of storage arrangements: To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.

8) Inspections and Test/Analysis
   i. The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.
   ii. For the purpose of inspections and tests of Goods (if required), the Supplier shall inform the CEO (DHA) LODHRAN at least 7 working days in advance when all or any specific consignment/ installation of goods is manufactured and ready for inspection. The inspection team from CEO (DHA) LODHRAN shall inspect the quantity, specifications of goods. The Supplier shall furnish all reasonable facilities and assistance including access to drawings and production data to the inspectors at no charge to the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay otherwise cost of such delay shall be borne by the Manufacturer/Supplier.
   iii. The Supplier will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids / Substandard / Spurious / Misbranded / Expired. Moreover, it will replace the unconsumed expired stores without any further charges.
iv. The Procuring Agency’s right to inspect test and, where necessary, reject the goods after the arrival at Procuring Agency’s destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative.

v. Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

9) Physical examination of “Goods” supplied:
   i) The Inspection committee constituted by the consignee shall carry out the physical examination after receipt of supplies for checking quality / quantity of the goods supplied.
   ii) If the Goods supplied are found during physical examination / inspection to be against the required/approved specifications etc. even if it is of standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within 10 days from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for two years. However, if the entire supplies / installments are declared as of against the required specifications, the entire performance security shall be forfeited and the firm shall be blacklisted minimum for two years; onus of proof of innocence shall be on the supplier.

10) Delivery and Documents: The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in Special Conditions of the Contract.

11) Insurance: The goods supplied under the Contract shall be delivered duty paid (where applicable).

12) Transportation: The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. The goods shall be delivered to respective health facility on the risk and cost of the Supplier. All taxes shall be borne by the Supplier. Transportation including loading/unloading of goods shall be arranged and paid for by the Supplier.

13) Incidental Services: The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should be included in the total bid price.

14) Payment: The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak Rupees.

15) Prices: 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 expiry of the original bid validity period provided the Procuring Agency’s request for bid validity extension.

16) Contract Amendments: No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the Parties.

17) Subcontracts: The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

18) Delays in the Supplier’s Performance: Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). The Procuring Agency may at its discretion extend the Supplier’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Procuring Agency by amendment of Contract. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

19) Penalties/liquidated Damages: In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract. In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration. If the firms
provide sub-standard 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.

20) **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or if the Supplier fails to perform any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

21) **Force Majeure:** Notwithstanding the provisions of general conditions of contract the Supplier shall not be liable for forfeiture of its Performance Guarantee/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargos. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Health Department, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, 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.

22) **Termination for Insolvency:** The Procuring Agency 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.

23) **Arbitration and Resolution of Disputes:** The Procuring Agency 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. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency 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) **Governing Language:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

25) **Applicable Law:** This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

26) **Notices**

i) Any Notice given by one party to the other pursuant to this contract shall be sent to the other party in writing and confirmed to other party’s address specified in Special Conditions of Contract.
SECTION 3
SPECIAL CONDITION OF CONTRACT

1. Definitions In this Contract, the following terms shall be interpreted as indicated against each:
   a. “The Contract” means the agreement between the Procuring Agency and the Supplier, recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
   b. The Supplier: is the individual or firm supplying the goods under this contract.

2. Country of Origin: All goods and related services to be supplied under the contract must be from that origin / country as indicated under general conditions of the contract.

3. Bid Security. 2% of the estimated price in the shape of Call Deposit (CDR) / Bank Guarantee in the name of Chief Executive Officer (DHA) Lodhran to be submitted with financial bid.

4. Performance Guarantee/ Security: After signing of contract, the successful bidder shall furnish the Performance Guarantee/Security equivalent to 5 % of the total Contract amount in the shape of CDR in the name of Chief Executive Officer (DHA) Lodhran from any of the scheduled banks in accordance with the conditions of the tender inquiry on the prescribed format.

5. Inspection and Tests: Inspection of Goods at final acceptance shall be in accordance with the conditions of contract. After delivery at Respective health facility, the goods shall be inspected /examined by the Inspection Committee. The Committee shall submit its inspection report to Procuring Agency along with invoice / bills / delivery Challan. In case of any deficiency, pointed out by the Inspection Committee in the delivered goods, the Supplier shall be bound to rectify it free of cost.

6. Delivery and documents: The Supplier shall provide the following documents at the time of delivery of goods to Consignee’ end for verification and onward submission to quarter concerned, duly completed in all respect for payment.
   i) Original copies of Delivery Note / Challan (in duplicate) showing name of destination to which delivery is to be made, item’s description, batch No(s), Registration No, manufacturing and expiry date and quantity.
   ii) Original copies of the Supplier’s invoices (in duplicate) showing warranty, name of Procuring Agency /destination to which delivery is to be made, item’s description, Batch No, Registration No, manufacturing and expiry date, quantity, per unit cost, and total amount (where applicable).

7. Insurance The goods supplied under the Contract shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier’s responsibility therefore, they may arrange appropriate coverage.

8. Payment
   A. The Payment shall be in Pak Rupees.
   B. The payment shall be made to the Supplier on receipt of original delivery Challan(s) and invoice(s) inclusive of applicable taxes in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, with certificate and test / analysis report to the effect that the supplies conform to specifications.

9. Penalties/ Liquidated Damages
   a. In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the amount of Performance Guarantee/ Security to the extent of non–delivered portion of supplies of relevant item shall be forfeited and the firm shall be blacklisted minimum for a period of two years. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for a period of two years. Onus of proof of innocence shall be on the supplier.
   b. In case of late delivery of goods beyond the periods specified in the schedule of requirements, penalty @ 0.1% per day of the cost of late delivered supply shall be imposed upon the Supplier.

11. Arbitration and Resolution of Disputes: In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration, The Chairman District Purchase Committee of
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.

12. **Governing Language:** The language of this Contract shall be in English.

13. **Applicable Law:** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

14. 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.

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

16. Partial supply shall not be accepted.

17. Quality/quantity of Goods supplied will be checked by the concerned hospital through inspection committee notified by the concerned Medical Superintendent.

18. The supply shall not be accepted if found substandard. The seller shall be bound to replace the substandard stores immediately.

19. Seller shall ensure timely, continuous / uninterrupted supply of Goods to the end users as per demand throughout the contract period.

20. The seller shall have to supply such quantity as ordered.

21. The seller shall provide free delivery of Goods to consignee at the hospital.

22. If the rates charged by the seller are found higher than the market rates the extra money charged shall have to be refunded by the seller.

23. Payment will be made by the end users as per rules after completion of all codal formalities.

24. In case of breach of terms & conditions of contract agreement security of the seller shall be forfeited.

25. This contract agreement shall remain valid till 30th June 2021.

26. The seller will be responsible to refund any excess amount paid due to any error in calculation or mistake in evaluating the offer.

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**Notices**

**Supplier’s address for notice purpose**

**Procuring Agency’s address for notice purposes shall be the:**

Chief Executive Officer

(DHA) LODHRAN

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**Note:** All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules 2014 (amended).
# SECTION 4

## Schedule of Requirement

### For Medicines

<table>
<thead>
<tr>
<th>Mode of Penalty</th>
<th>100% Quantity as per Purchase Order</th>
<th>Total Delivery Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Without penalty</td>
<td>Within 03 days maximum</td>
<td>03 day</td>
</tr>
<tr>
<td>With penalty @ 0.1% per day after 01 day of Purchase Order</td>
<td>After delivery period</td>
<td>03 day</td>
</tr>
</tbody>
</table>

Place of delivery: DHQs and THQs

### For Surgical & Disposables

<table>
<thead>
<tr>
<th>Mode of Penalty</th>
<th>100% Quantity as per Purchase Order</th>
<th>Total Delivery Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Without penalty</td>
<td>07 days</td>
<td>07 days</td>
</tr>
<tr>
<td>With penalty @ 0.1% per day after 07 day of Purchase Order</td>
<td>After delivery period</td>
<td>07 days</td>
</tr>
</tbody>
</table>

Place of delivery: DHQs and THQs
SECTION 5

DRAFT CONTRACT FORM

THIS CONTRACT is made at --------------- on------------ day of------------ 2021, between the

CHIEF EXECUTIVE OFFICER (DHA) LODHRAN (hereinafter referred to as the

“Procuring Agency”) 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 (herein after referred to individually as “Party” and collectively as the

“Parties”).

WHEREAS the Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (firm name

____________________) being the supplier of (item name ________________) being the supplier of (item name)
in Pakistan and ancillary services

offered to supply the required item(s); and Whereas the Procuring Agency has accepted the bid by the Supplier

for the supply of (item name) cost per unit,

NOW THIS CONTRACT WITNESSES AS FOLLOWS:

1. 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”:

2. The following documents shall be deemed to form and be read and construed as integral part of this

Contract, viz:-

a. Price Schedule submitted by the bidder;

b. Technical Specifications;

c. General Conditions of Contract;

d. Special Conditions of Contract; and

e. Procuring Agency’s Award of contract; and

f. Purchase Order

3. 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

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

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the

Goods and Services and the remediing 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.

5. [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.

6. 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.

7. [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.

8. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making

full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration,

representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or

benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies

available to Procuring Agency under any law, Contract or other instrument, be voidable at the option of

Procuring Agency.
9. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, [The Supplier] agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by [The Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.

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 abovementioned.

CHIEF EXECUTIVE OFFICER
(DHA) LODHRAN

Father Name-------------------------------------------
Designation-------------------------------------------
CNIC#---------------------------------------------

Witnesses (Procuring Agency):

Signature__________________________
CNIC#____________________________
Name______________________________
Designation________________________
Address___________________________

Witnesses :

Signature__________________________
CNIC#____________________________
Name______________________________
Designation________________________
Address___________________________
SECTION 6
Bid Forms

(1) PERFORMANCE GUARANTEE/ SECURITY FORM

To: [CHIEF EXECUTIVE OFFICER (DHA) LODHRAN]

Whereas M/S ___________________________ (herein after called “the Supplier”) has undertaken, in pursuance of Contract No. dated ________ to supply ________ Items (hereinafter called “the Contract”). And whereas, it has been stipulated by you in the said Contract that the Supplier shall furnish you CDR, issued 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.

Name of the bidder ___________________ Fathers Name ___________________ Address of bidder /
Firm ___________________ NIC # ___________________ Designation ___________________

Signature ___________________ Stamp ___________________
MANUFACTURER'S AUTHORIZATION FORM

To: [CHIEF EXECUTIVE OFFICER (DHA) LODHRAN]

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 authorize [name and address of Supplier] to submit a bid, and subsequently negotiate and sign the Contract with you against No. [Reference of the Invitation to Bid] for the goods manufactured by us. We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note: 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.
To: [Name and address of Procuring Agency]

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the Undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of [Total Bid Amount], [Bid Amount in words] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we shall furnish performance guarantee/security in the shape of call deposit (CDR) equivalent to 5% of the total contract amount. The CDR shall be in the Name of CHIEF EXECUTIVE OFFICER (DHA) LODHRAN. We agree to abide by for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and maybe 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 lowest or any bid, Procuring Agency may receive.

Name and address ---------------- Amount ------------------
(If none, state “none”).
Dated this ________ day of __________________________ 2021.

Signature (in the capacity of) duly authorized to sign bid for and on behalf of.
Attachment
(4) ON STAMP PAPER OF RS 50/- NON BLACKLISTING CERTIFICATE

AFFIDAVIT

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____________________
CNIC#________________________ Designation.________________________ Signature _________________

Stamp________________________

(5) ON STAMP PAPER OF RS 50/- PRICE REASONABILITY CERTIFICATE

AFFIDAVIT

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 Goods supplied by me are in full compliance with rules and regulations and prices quoted by me, are competitive to market price, in case of high prices charge by me, we will be responsible for paying it back.

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____________________
CNIC#________________________
Designation.________________________
Signature _________________
I/we have read all the instructions in the bidding documents including Special instructions and further abide by rules as laid down in the bidding documents

Name of the tenderer: ____________________________
Sign of tenderer: _______________________________
Designation of tenderer: ________________________
Postal address: _________________________________
Telephone Number: _____________________________
CNIC number: _________________________________
NTN number: _________________________________
Sign & Stamp: _________________________________
BID FOR LOCAL PURCHASE OF MEDICINES / SURGICAL DISPOSABLE ITEMS & MEDICAL DEVICES

For DHQ Hospital Lodhran / THQ Hospital Kahror Pacca & Dunyapur for Financial Year 2020-21.

Note:
1. The bidder is required to furnish the discount in financial bid including all taxes.
2. Successful Bidder is strictly bound to follow the Punjab Medicine Formulary (PMF) for both national and multinational items.
3. DTL Testing is required for items that are out of PMF and all expenditures of testing and sample shall be responsibility of supplier.
4. Local Purchase Contractor shall supply all the medicines/ Drugs/ Disposables as per Drugs Act 1976/ DRAP Act 2012 and Rules framed their under.

<table>
<thead>
<tr>
<th>Sr#</th>
<th>Name Of Item</th>
<th>Discount On Retail Price (MRP) fixed by the Drug Regulatory Authority (DRAP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Medicines/ Drugs manufactured by National/ Local Companies/ Manufacturers.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Medicines/ Drugs manufactured by Multi- National Companies/ Manufacturers.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Surgical &amp; Disposables /Medical Devices</td>
<td></td>
</tr>
</tbody>
</table>

* NOTE: List of medicines with specifications is as per Punjab Medicine Formulary (PMF)
* Items that are not mentioned in PMF shall be subjected to approval of end user.

CHIEF EXECUTIVE OFFICER
DISTRICT HEALTH AUTHORITY
LODHRAN