

ANNUAL TENDER ho21-22

FRAMEWORK CONTRACT FOR PURCHASE OF DRUGS / MEDICINES, SURGICAL AND DISPOSABLES ITEMS (LOCAL PURCHASE)

THQ LEVEL HOSPITAL CHOWK AZAM, LAYYAH

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BID DATA SHEET

Sr. No.	Description	Details
1.	Bid Description	Local Purchase of Medicine
2.	Tender Price (Non Refundable)	Rs.1,000/
3.	Bidding Procedure	Single Stage Two Envelope Procedure (As per Rule 38 Sub Rule 2 (a) of PPR 2014)
4.	Last Date & Time of Sale of Bidding Documents	23.09.2021 Before 11.00 A.M.
5.	Last Date & Time of Receipt of Bidding Documents	23.09.2021 up to 11.30 A.M
6.	Date & Time of Opening of Bids (Technical Proposals)	23.09.2021 at 12.00 P.M
7.	Bid Currency	Pakistani Rupees
8.	Language of Bid	English
9.	Bid Security	5% of the estimated cost (mentioned in the Schedule of Requirements)
10.	Bid Validity Period	180 days

TENDER NOTICE

Sealed Tenders are invited under PPRA Rules 2014 (Amended to update) only from the Registered Pharmacies having valid Drug Sale License on **Form-9** issued by **The Chief Drug Controller Punjab, Lahore** for the Framework Contract of Purchase of **Medicines/Disposables/surgical items**, approved from Primary & Secondary Health Care Department, Punjab for the Financial Year **2021-2022** at THQ level hospital Chowk Azam. The Bidding Documents may be obtained from the office of the undersigned subject to the payment of Rs. **1000/-** not Refundable till **23.09.2021** before **11:00 am**. Bidding documents are also available on PPRA website (www.ppra.punjab.gov.pk) until the closing date for the submission of bids.

Sealed Envelope/Package containing Technical & Financial Bids will be received in the office of Medical Superintendent THQ Level Hospital, Chowk Azam up to **23.09.2021** till **11:30 AM** and will be opened on the same date at **12:00PM** in the presence of tender opening Committee and bidders or their authorized representatives.

Sr. No.	Name of Item	Estimated Cost	Bid Security	Closing Time / Bid Opening Time
1	Frame work contract for purchase of: - 1. Medicine National Manufacturer 2. Medicine Multinational Manufacturer 3. Disposable/surgical items	4.8 Million Rupees	5% of Estimated Cost	11:30 AM / 12:00 PM

Terms and Conditions

1. The bidder shall submit their bids based on **single stage-two envelope procedures**. The bids shall comprise a single packet/envelope containing two separate envelopes. Each envelope shall be marked as the financial proposal and technical proposal.
2. All bidding Process will be executed according to PPRA rule 2014(amended up to date)
3. All terms and conditions of Local Purchase Policy of Medicine 2017 from Primary & Secondary Health Care Department Govt. Of Punjab will be followed.
4. Late & unsealed bids will not be acceptable by any means.
5. Incomplete, conditional, torn and over-written bid will not be entertained.
6. Taxes will be deducted as per applicable government rules.
7. Valid NTN certificate will be provided with technical Bid.
8. All Documents must be signed and stamp by bidder and arranged according to the evaluation criteria, bearing page Number properly.
9. The Bidding Document should must be read carefully before submitting the bid.
10. Successful bidder will have to deposit 5% performance guarantee in the shape of CDR/ bank guarantee.

Medical Superintendent
THQ Level Hospital CHOWK AZAM

FRAMEWORK CONTRACT FOR PURCHASE OF DRUGS / MEDICINES, SURGICAL AND DISPOSABLES ITEMS FOR HOSPITAL (LOCAL PURCHASE) FOR FINANCIAL YEAR, 2021-22.

THQ Level Hospital Chowk Azam invites sealed bids / tenders from Licensed Pharmacies for the Framework Contract for Purchase of Drugs / Medicines, Surgical and Disposables on daily basis (Local Purchase) and on free delivery to consignee's end basis.

Interested eligible bidders may get the Bidding Documents & detailed Specifications from the Procurement Officer, THQ Level Hospital Chowk Azam by submission of written application on letter head and attested copy of CNIC along with payment of non-refundable fee of Rs.1,000.00 (One Thousand only). Bidding Documents shall be issued up to 11.00 A.M. at 23.09.2021 as per schedule indicated in the bidding document.

1. Bidding shall be conducted through **Single Stage-Two Envelopes Bidding Procedure** in accordance with Rule 38 Sub-Rule 2(a) of the Punjab Procurement Rules 2014 issued or / and amended by the Punjab Procurement Regulatory Authority (PPRA).
2. Sealed bids are required to be dropped in the Sealed Quotation Box available in the office of the undersigned by the bidder or the authorized representative of the interested bidders on 23.09.2021 **till 12.00 noon positively**. The bids received till the stipulated date & time shall be opened on the same day at **12.30 P.M** in presence of the bidders or their authorized representatives by the Purchase Committee.
3. A Bid Security / Earnest Money equal to **5% of the estimated cost** as indicated in Section-III, Schedule of Requirements in form of Pay Order / Bank Draft / Deposit at call is required to be submitted with the bid in favor of the Medical Superintendent, THQ Level Hospital chowk azam.
4. The award shall be finalized for the highest discounts offered on Maximum Retail Prices (MRPs) of Drugs / Medicines and Surgical / Disposables as required (Refer Section-III, Schedule of Requirements) for the financial year 2021-22 .
5. The contract shall be a "Framework Contract" under Rule 15(1) PPR 2014 amended up to date and the purchases shall be made in accordance with the contract framework as given in the schedule of requirements.
6. The date and time for opening of Financial Proposals will be intimated later as soon as the technical eligibility of the bids is determined and shall be intimated in writing to all the qualified / successful bidders, whereas the unsuccessful bidders shall be intimated of their disqualification.
7. The bidders are requested to give their best and final discounts on MRPs as far as possible, as negotiations on prices are discouraged.
8. The Medical Superintendent reserves the right to accept / reject any or all bids prior to the acceptance of a bid or proposal. However, the undersigned 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.

**MEDICAL SUPERINTENDENT
THQ Level Hospital Chowk Azam**

SECTION – II

INSTRUCTIONS TO BIDDERS

1- GENERAL INSTRUCTIONS

- 1- All Bids shall be submitted in Tape binding so as to ensure that no document is misplaced during scrutiny / evaluation process of the bid.
- 2- Every single page / document contained in the bid (Technical proposal + Financial Proposal) must be numbered to avoid delays in processing.
- 3- Every single page / document contained in the bid (Technical proposal + Financial Proposal) must be stamped and signed as a mandatory condition for the document to be considered valid.
- 4- Make it easy for the institution to review /scrutinize /evaluate your bid (Technical proposal + Financial Proposal) by using Tags / Indexes etc. which would further ensure your success / positive eligibility.
- 5- Be sure to attach only those documents as mentioned in the Technical Evaluation Criteria (Section-IV) which will ensure your positive eligibility. Any documents other than required shall only lead to unnecessary delays in processing and confusion in evaluation of your bid.
- 6- The envelopes shall be marked as "**TECHNICAL PROPOSAL**" and "**FINANCIAL PROPOSAL**" in bold and legible letters to avoid confusion. Similarly, the bidder shall seal the proposal / bids in separate envelopes. The envelopes then shall be sealed in an outer envelope. The inner and outer envelopes shall:
 - a) Be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
 - b) Bid Reference No. indicated in the Bid Data Sheet, and a statement; "Do Not Open Before" date and time specified in the Bid Data Sheet for opening of 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 as "non-responsive" or "late".

- 7- Samples will be provided for items not mentioned in PMF or brands not available in the market for first time purchase of as such brands.

**MEDICAL SUPERINTENDENT,
THQ Level Hospital Chowk Azam**

2- SPECIFIC INSTRUCTIONS

1. Scope of Bid:

1.1 THQ Level Hospital Chowk Azam invites bids for the Framework Contract for Purchase of Drugs / Medicines, Surgical and Disposables for Hospital (Local Purchase) for the financial year 2021-22.

2. Source of Funds:

2.1 The Government of Punjab allocated funds in the specific head of accounts for THQ Level Hospital Chowk Azam for the Framework Contract for Purchase of Drugs / Medicines, Surgical and Disposables for Hospital (Local Purchase) for the financial year, 2021-22.

3. Eligible bidders:

3.1. This Invitation for Bids is open to all licensed Pharmacies having form-9 in Pakistan for supply of goods more specifically described in the Schedule of Requirements (**Section-III**).

3.2. Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

3.3. Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are **NOT ELIGIBLE**.

4. Corruption and Fraud:

4.1 The Punjab Procurement Regulatory Authority, Government of Punjab defines Corrupt and

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

- (i) Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) Corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarment and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate Blacklisting / Debarment process under Rule 21 of PPRA Rules 2014 issued or/and amended till date;

- i. If the bidder / contractor has acted in a manner detrimental to public interest or good practices.
- ii. If the bidder / contractor has consistently failed to perform his obligation under the contract.
- iii. If the bidder / contractor has not performed the contract up to the mark.
- iv. If the bidder / contractor has indulged in any corrupt practice such as;
 - o Submission of false fabricated / forged documents for procurement in tender. o Not attaining required quality of work.
 - o Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
 - o Non execution of work as per terms & conditions of contract.
 - o Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
 - o Involvement in any sort of tender fixing.
 - o Persistent and intentional violation of important conditions of contract.

- Non-adherence to quality specification despite being importunately pointed out.
 - Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.
- 4.4 The process / mechanism for blacklisting shall be same as specified in the schedule appended to the rule 21 as amended by the authority and notified vide No. SO(Cabinet-1)2-9/2015, dated 06.01.2016 and published in the official gazette on 07th January, 2016.
5. **Eligible Goods and Services:**
- 5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Punjab in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance, after sale service etc.
6. **Cost of Bidding:**
- 6.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
7. **Bidding For Selective Items:**
- 7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Section III i.e., Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the goods mentioned in the Section III i.e., Schedule of Requirements & Technical Specifications.
- However, Bidders cannot bid for partial quantities of an item mentioned in Section III i.e., Schedule of Requirements & Technical Specifications. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SECTION III i.e., SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.**

BIDDING PROCEDURE

8. Governing Rules:

- 8.1 The Bidding procedure shall be governed by the **Punjab Procurement Rules 2014** as issued or/and amended by the Government of Punjab.

9. Applicable Bidding Procedure:

- 9.1 The bidding procedures shall be governed by **Rule 38** "Procedures for Selection of Contractors" **Sub-Rule 2(a)** "Single Stage- Two Envelop Bidding Procedure" of the PPR 2014.
- 9.2 The bidding procedure prescribed in the bid data sheet is explained as below.
- Single Stage: Two Envelope Bidding Procedure:**
- Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:
- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal.
 - ii. The envelopes shall be marked as "Financial Proposal" and "Technical Proposal" in bold and legible letters to avoid confusion.
 - iii. Initially, only the envelope marked "Technical Proposal" shall be opened.
 - iv. The envelope marked as "Financial Proposal" shall be retained in the custody of the hospital without being opened.
 - v. The hospital shall evaluate the Technical Proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which do not conform to the specified requirements.
 - vi. During the technical evaluation, no amendments in the technical proposal shall be permitted.
 - vii. After the evaluation and approval of the Technical proposals, the Financial Proposals of the technically accepted bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance within the bid validity period. The financial bids found technically non-responsive shall be returned **un-opened** to the respective bidders.
 - viii. The lowest evaluated bidder shall be awarded the contract.

BIDDING DOCUMENTS

10. Contents of Bidding Documents:

- 10.1 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 (ITB)
 - b. Schedule of Requirements (SoR)
 - c. Technical Specifications

- d. Evaluation Criteria
- e. Bid Forms
 - 1. Letter of Intention
 - 2. Affidavit
 - 3. Technical Form
 - 4. Financial Form
- f. General Conditions of the contract.
- g. Special Conditions of the contract.
- h. Draft Contract

10.2 The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.

11. Clarification(s) of Bidding Documents:

11.1 A prospective bidder requiring any clarification of the bidding documents may notify the hospital, in writing. The hospital 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 hospital response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

12. Amendment(s) to Bidding Documents:

12.1 At any time prior to the deadline for submission of bids, the hospital, 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(s).

12.2 All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, which shall be binding on them.

12.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Medical Superintendent THQ Level Hospital Chowk Azam at its discretion, may extend the deadline for the submission of bids under **Rule 29 of PPR 2014**.

PREPARATION OF BIDS

13. Language of Bid:

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents Comprising the Bid:

14.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all those ancillary documentations that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in **Section V**.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price. **15. Bid Prices:**

15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the discounts on M.R.P and total bid price (if applicable) of the goods, it proposes to supply under the Contract.

15.2 Form prescribed for quoting of discounts on M.R.P is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive discount on M.R.P. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage charges till the destination (on free delivery to Consignee's end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Discounts on M.R.P offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bid.

15.7 No request for increase in offered discounts on M.R.P due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies:

16.1 Price shall be quoted in Pak Rupees.

17. Samples:

17.1 The Bidder shall provide samples of quoted goods when required at his own cost and in a quantity prescribed by the Procuring Agency in Section III (if applicable).

18. Documents Establishing Bidder's Eligibility and Qualification:

18.1 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.

18.2 The documentary evidence of the bidder's eligibility to bid shall establish to the Hospital satisfaction that the bidder, at the time of submission of its bid, is as eligible as defined under instruction to the bidders.

19. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:

19.1 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.

20. Bid Security:

20.1 The Bidder shall furnish separately against each quoted item/ Tender Enquiry, as part of its financial bid, a Bid Security of 5% of the estimated cost (denominated in Pak Rupees) in the shape of Pay Order/Bank Draft/Deposit at Call/Irrevocable Bank Guarantee from any scheduled bank (as per the format provided in the Bidding Documents) in the name of the Purchaser. Failure to furnish the prescribed Bid Security shall result in the rejection of bid. Bid Security must have a minimum validity period of **One Hundred & Eighty (180) Days** from the last date for submission of the Bids or until furnishing of the Performance Security, whichever is later.

20.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any/all of the following conditions

- i. If the Bidder withdraws its bid during the period of bid validity specified in the bidding documents; or
- ii. If the bidder does not accept the corrections of his Total Bid Price; or
- iii. If the Bidder, having been notified for the acceptance of the bid by the Purchaser during the period of the bid validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Documents.

20.3 Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids. The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the performance guarantee.

21. Bid Validity:

21.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

21.2 A procuring agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period but, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all the bidders shall be requested to extend their respective bid validity period but such extension shall not be for more than the original period of bid validity.

21.3 A Bidder who,-

- a) Agrees to the extension of the bid validity period shall also extend the validity of the bid bond or security for the extended period of the bid validity;
- b) Agrees to the procuring agency's request for extension of bid validity period, shall not be permitted to change the substance of the bid; and
- c) Does not agree to an extension of the bid validity period shall be allowed to withdraw the bid without forfeiture of the bid bond or security.

22. Format and Signing of bids:

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

22.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding documents. In an event where the Bidder has downloaded the bidding documents from the web, he will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.

22.3 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.

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

SUBMISSION OF BIDS

23. Sealing and Marking of Bids:

23.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the bidder shall seal the proposal / bids separate envelopes. The envelopes then shall be sealed in an outer envelope.

- a. The inner and outer envelopes shall:
- c) Be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- d) Bid Reference No. indicated in the Bid Data Sheet, and a statement; "Do Not Open Before," the time and the date specified in the Bid Data Sheet for opening of Bids.

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

23.4 If the outer as well as inner envelope is not sealed and marked as required by instruction to bidders, the hospital shall assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids

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

24.2 The Medical Superintendent THQ Level Hospital Chowk Azam may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 Any bid received by THQ Level Hospital Chowk Azam after the deadline for submission of bids prescribed by the same shall be rejected and returned unopened to the Bidder.

26. Withdrawal of Bids

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

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Procuring Agency.

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

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

27.3 All Bidders or their authorized representatives attend the bid opening meeting and shall sign on attendance sheet.

27.4 THQ Level Hospital Chowk Azam shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items bid / quoted for and discounts on MRPs and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Rules-2014, specifically Rule 30 (Opening of Bids)

27.5 THQ Level Hospital Chowk Azam shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

27.6 No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder

27.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

28. Clarification of Bids.

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

29. Preliminary Examination.

29.1 THQ Level Hospital Chowk Azam shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

29.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

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

29.3 Prior to the detailed evaluation, THQ Level Hospital Chowk Azam shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring

Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.4 If a bid is not substantially responsive, it shall be rejected by THQ Level Hospital Chowk Azam may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation of Bids.

30.1 THQ Level Hospital Chowk Azam, Layyah, shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents i.e., Rule 32 of PPR 2014.

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that day.

30.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

31. Qualification of Bidder

31.1 THQ Level Hospital Chowk Azam at any stage of the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not prequalified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the procuring agency may decide.

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

31.3 THQ Level Hospital Chowk Azam shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily according to PPRA rules.

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

31.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event THQ Level Hospital Chowk Azam shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31.6 Government THQ Level Hospital Chowk Azam shall disqualify a contractor on the ground that he had provided false, fabricated or materially incorrect information.

32. Rejection of Bids

32.1 The Medical Superintendent, THQ Level Hospital Chowk Azam may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as prescribed in Rule 35 of Punjab Procurement Rules-2014 (PPR-2014). The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of all bids, but shall not be required to justify those grounds.

32.2 The Medical Superintendent, THQ Level Hospital Chowk Azam incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

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

33. Re-Bidding

33.1 If The Medical Superintendent, THQ Level Hospital Chowk Azam rejected all bids in pursuant to ITB Clause 32, it may proceed with the process of fresh bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other conditions for bidders.

34. Announcement of Evaluation Report

34.1 THQ Level Hospital Chowk Azam shall announce the results of the bid evaluation in form of a report, not inconsistent with Rule 37 of the Punjab Procurement Rules, 2014, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

35. Contacting the Procuring Agency.

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

35.2 Any effort by a Bidder to influence THQ Level Hospital Chowk Azam in its decisions on bid evaluation, bid

comparison, or Contract award may result in the rejection of the Bidder's bid. Canvass by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

AWARD OF CONTRACT

36. Acceptance of Bid and Award Criteria.

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

37. Procuring Agency's Right to vary quantities .

37.1 THQ Level Hospital Chowk Azam, Layyah reserves the right to increase or decrease, the quantity of goods originally specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions.

38. Notification of Award.

38.1 Prior to the expiration of the period of bid validity, THQ Level Hospital Chowk Azam shall notify to the successful Bidder in writing that its bid has been accepted.

38.2 The notification of award shall constitute the formation of the Contract between THQ Level Hospital Chowk Azam and the successful Bidder.

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

39. Limitation on Negotiations.

39.1 Save and otherwise provided in PPR-2014, THQ Level Hospital Chowk Azam shall not negotiate with any bidder.

40. Signing of Contract.

40.1 After the completion of the Contract, THQ Level Hospital Chowk Azam shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

40.2 Within **ONE week** of receipt of the Contract Form, the successful Bidder and THQ Level Hospital Chowk Azam shall sign the Contract in accordance with the legal requirements in vogue.

40.3 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently for THQ hospital chowk azam and other procuring agencies in the Punjab.

40.4 The Contract shall become effective upon affixation of signature of Medical Superintendent, THQ Level Hospital Chowk Azam, Layyah and the selected Bidder on the Contract document, and shall be governed by the terms and conditions mutually agreed in the contract, bidding documents & relevant laws/rules.

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

41. Performance Guarantee.

41.1 On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee equivalent to **5%** of the total contract amount, on the Form and in the manner prescribed by THQ Level Hospital Chowk Azam, Layyah

41.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee in an amount as mentioned above.

41.3 Failure to provide a Performance Guarantee in the prescribed amount by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event THQ Level Hospital Chowk Azam, Layyah may award the contract to the next lowest evaluated bidder or call for new bid.

43. Redressal of Grievances and Settlement of Disputes

43.1 Any Bidder feeling aggrieved by any act of THQ Level Hospital Chowk Azam, Layyah, after the submission of his bid, may lodge a written complaint concerning his grievances not later than 10 days after the announcement of the Bid Evaluation Report which shall be investigated and decided upon by the Procuring Agency's nominated Grievance Redressal Committee within fifteen days of the receipt of the complaint under

Rule 67 of the PPR 2014

SECTION - III

SCHEDULE OF REQUIREMENTS

APPROXIMATE / ESTIMATED DEMAND / BILL OF QUANTITIES WITH SPECIFICATIONS

The following shall be the scope of demand within the allowed proportion of budget as and when required on (Local Purchase) for the financial year 2021-22.

Sr. No.	Name of Category	Specifications & Demand	Approximate Estimated Cost	Bid Security:
1-	Drugs / Medicines (National Manufacturer)	As per the indent generated and / or forwarded on day to day basis or as required	Rs. 4.8 Million Rupees	5% of estimated cost
2-	Drugs / Medicines (Multinational Manufacturer)	As per the indent generated and / or forwarded on day to day basis or as required		
3-	Surgical and Disposables (National or Multinational Manufacturer)	As per the indent generated and / or forwarded on day to day basis or as required		

The demands shall be generated on daily basis if required and intimated to the supplier on the same day.

**MEDICAL SUPERINTENDENT
THQ Level Hospital Chowk Azam**

EVALUATION CRITERIA OF TECHNICAL PROPOSAL

The Technical Proposal shall be evaluated based on the following evaluation criteria and must be supported by and include all the required documents as mentioned in the evaluation criteria. Moreover, the specimens of required undertakings are being attached in the following pages for reference: -

Sr.NO	Evaluation Criteria	YES/NO
Knock out Criteria		
1	Valid Drug Sales License (Form No. 9) issued by Licensing Authority/ Chief Drug controller Punjab	
2	Written Undertaking declaring not black listing in the past by any Government Institution.	
3	Bid Security 5% (Photocopy with technical bid and original with financial bid).	
4	Tender Purchase Receipt (original with technical bid)	
5	Attested Copy of valid CNIC of bidder/proprietor	
6	Written undertaking on Judicial stamp paper Rs100 that brands mentioned in Punjab Medicine Formulary (PMF) will be provided, in case of non-availability of PMF brand(s) in local market, a certificate of non-availability of brand(s) shall be provided by the contractor or distributor.	
General		Points Allocation
1	Written Undertaking on judicial stamp paper Rs 100, that the Provision of all Drugs / Medicines will be supplied in time without any delay, when required and responding to any emergency medicine on emergency basis as the time constrain by the procuring agency.	20
2	Proof of Proper storage facilities for Drugs / Medicines as per Punjab Drug rules 2007 under the Drug Act 1976.	20
3	Proof of Facility for online data entry (computer & internet)	10
4	Filer certificate from FBR (Active tax payer list)	10
5	Bank statement with minimum balance of one million	10
6	Experience from any Government institute/hospital	10
7	Credentials of qualified person(Copy of valid CNIC and Registration certificate from pharmacy council)	15
9	Pharmacy located nearest to the hospital premises	05

NOTE:

Minimum Qualifying Points to reach the next stage of financial proposal are 65.

SECTION – V

BID FORM 1

Letter of Intention

Bid Ref No. _____

Date of the Opening of Bids _____

Name of the Contract: { Add name e.g Supply of Dugs / Medicines etc}

To: [Name and address of Procuring Agency]

Dear Sir/Madam,

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

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

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

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

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

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

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

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

Signed:

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

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



BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning as stated under the ITB.
- 4) The undersigned are also eligible Bidders within the meaning as stated under the ITB.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government or its organization or project.

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

Signed_____

Designation_____

Official Stamp_____

Date and Time_____

BID FORM 3

FINANCIAL PROPOSAL

DISCOUNT SCHEDULE

THQ Level Hospital Chowk Azam

Sr. No.	Description of Items	Discount Offered on Maximum Retail Prices (MRPs). Taxes will be deducted as per applicable Government/FBR rules from bills/invoices.
1.	Drugs / Medicines (National Manufacturer)	
2.	Drugs / Medicines (Multinational Manufacturer)	
3.	Surgical and Disposables (National or Multinational Manufacturer)	

NOT:-

The Financial Proposal / Quotation must be filled in as per Price Schedule mentioned above and it should be written in **Figures and words** both with original bid security 5 %. Moreover, the Financial Proposal must be submitted in a separately sealed envelope clearly marked as **Financial Proposal** as per PPRA Rules along with the Technical Proposal. The official stamp of the tenderer's business and signatures must endorse the financial proposal. Cutting/overwriting is strictly not allowed.

BID FORM 4

1. SPECIMEN OF UNDERTAKINGS (ACCORDING TO TECHNICAL EVALUATION CRITERIA)

(To be submitted with Technical Proposal)

UNDERTAKING

I, _____, on behalf of, _____ hereby, undertake that I completely understand my responsibility for provision of the brands of ordered items i.e. Drugs / Medicines, Surgical and Disposables as mentioned in Punjab Medicine Formulary except for only those brands having extreme shortage in the local market or not mentioned in PMF which would be subject to counter verification by the hospital. in case of non-availability of PMF brand(s) in local market, a certificate of non-availability of brand(s) shall be provided by me or from distributor of the concerned brand.

Signature:-----

Designation:-----

Official Stamp:-----

2. SPECIMEN OF UNDERTAKING (To be submitted with Technical Proposal)

UNDERTAKING

I, _____, on behalf of, _____ hereby undertake that I have not been blacklisted by any Governmental Institution for showing poor performance or under any other offence or in violation of any rules / law.

Signature:-----

Designation:-----

Official Stamp:-----

3. SPECIMEN OF UNDERTAKING (ACCORDING TO OF TECHNICAL EVALUATION CRITERIA)

(To be submitted with Technical Proposal)

UNDERTAKING

I, _____, on behalf of, _____ hereby, undertake that I completely understand my responsibility for provision of the ordered items i.e. Drugs / Medicines, Surgicals and Disposable routinely within the same day and within two hours in case of any emergency conveyed by the hospital and that any negligence in this regard, can result in damage to patient's health and if anything of such sort happens, I may be held responsible and my contract shall be cancelled without assigning any reason and it cannot be challenged in any court of law.

Signature:-----

Designation:-----

Official Stamp:-----

4. **SPECIMEN OF UNDERTAKING** (To be submitted with Technical Proposal)

UNDERTAKING

I, _____, on behalf of, _____ hereby undertake that I have not been prosecuted by any Governmental Institution in violation of any law under the legal boundaries of Drug Act, 1976 and Punjab Drug Rules, 2007 and if at any stage I was found misleading in my statement regarding violation of rules, my contract will be subject to cancellation by the contracting authority and decision cannot be challenged in any court of law.

Signature:-----

Designation:-----

Official Stamp:-----

BID FORM 5

CERTIFICATE OF AGREEMENT

FOR PARTICIPATION AND LATER ABIDING BY THE SUBJECT RULES AND REGULATION

I hereby confirm to have read carefully all the terms & condition of the tender due for opening on 23.09.2021 for the supply of Drugs / Medicines, surgical and disposables in addition to the conditions laid down and also all the special instruction attached to the tender enquiry.

1. We also hereby categorically confirm that the stores offered by us are exactly of the particulars and specifications laid down in your tender enquiry in all respects.
2. The stores offered by us are of (a) Multinational Origin (b) Local Origin (c) Foreign Origin.
3. We accept that if our offer is found lacking in any of the requirements of your tender enquiry, it will be ignored.
4. We also undertake that we will provide only the demanded brands by the hospital and we have no authority to provide alternate or substitute on our own discretion.
5. We also agree that if any brand substitution was done with local brand in order to earn extra profit, it shall be the right of the hospital to deduct the extra profit as per discretion.
6. The undersigned, duly authorized by the firm, undertakes that the discounts on M.R.P of the items are according to the printed price of the manufacturer in the country of its origin.

Name of the Tenderer _____

Signature of the Tenderer _____

Postal Address _____

Contact No. Business _____ Res. _____

CNIC No. _____

SPECIAL CONDITIONS OF THE CONTRACT & ANCILLARY SERVICES

a). Shelf life

All items must have long shelf life (where applicable) and not less than 6 months in any case. Moreover, the near expiry stock & unconsumed expired stores shall be replaced by the firm without any further charges as and when intimated.

b). Testing/Verification Procedures

The PHYSICAL VERIFICATION Committee will carry out detailed physical examination of stocks and can reject, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

c) Transportation/Delivery Requirements

- i. The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii. All costs associated with the transportation including loading/unloading of goods and road taxes shall be borne by the Supplier.
- iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.

SECTION – VI

CONTRACT FORM / AGREEMENT

This Contract is made on this _____ day of _____ at _____ between the Medical Superintendent, THQ Level Hospital Chowk Azam (hereinafter referred to as the "Purchaser") of the First Part; and M/s. _____ a firm registered under the laws of Pakistan and having its registered office at address _____ (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

Whereas the Purchaser invited bids for procurement of Drugs / Medicines, Surgical and Disposables on emergency basis (Local Purchase) in pursuance whereof M/s _____ being the licensed seller of the items finalized under Advance Acceptance of Tender No. _____, dated _____ in Pakistan and ancillary services offered to supply the required item(s); and whereas, the Purchaser has accepted the bid by the supplier;

TERMS & CONDITIONS

The Agreement shall consist of the following terms and conditions:

1. As already agreed upon and submitted by {Name of Supplier} on judicial stamp paper duly verified by the 1st class Magistrate, we {Name of Supplier} will not make any default in the supply of medicines to Government THQ Level Hospital Chowk Azam and in case of default, the Medical Superintendent will have the right to purchase medicines at contractor (s) risk and cost.
2. We {Name of Supplier} agree that we shall abide by any rule/order by PPRA / procuring agency during the time of the contract and any other conditions specified by the procuring agency.
3. We {Name of Supplier} agree that rates of Medicines shall be verified with the printed M.R.P and will be finalized accordingly.
4. We {Name of Supplier} agree that rates of Surgical/Disposable Items shall be verified with the printed M.R.P (If Any) and will be finalized accordingly.
5. We {Name of Supplier} shall have the NO OBJECTION if the procuring agency deducts any extra charged amount in comparison with the market rate of the same brand.
6. We {Name of Supplier} agree that rates as verified and thereby finalized by the committee appointed by the authority shall be considered final and cannot be challenged in any court of law.
7. We {Name of Supplier} agree that Performance Guarantee amounting to 5% of the expected contract amount (to be intimated at the end of successful completion) in the form of Call Deposit shall be kept as security in case any failure to supply occurs at your end.
8. We {Name of Supplier} agree that we are bound to supply the medicines manufactured by registered firms / companies and to produce warranties of any drugs required by this hospital in accordance with Drug Act. 1976.
9. We {Name of Supplier} agree that we are bound to disclose the source of supplied medicines as and when required.
10. We {Name of Supplier} agree that medicines provided should be having considerable shelf life and which shall not be less than six months in any case.
11. We {Name of Supplier} agree that we are bound to supply medicines routinely on the same day as when the demand is forwarded and on emergency basis (Local Purchase) within 2-4 hours whenever conveyed by the hospital and if not done so, the same will be purchased from the local market at our risk.
12. We {Name of Supplier} agree that we are bound to give Delivery Challan of the supplied stock on daily basis which shall detail Brand Name, Manufacturer's Name, Batch Number & Expiry Date of the supplied Medicine, Surgical/Disposable Items.
13. We {Name of Supplier} agree that we will be bound to supply medicines of standard quality from a reliable source only.
14. The procurement committee have right to cut off/reduce the rates of medicine/surgical disposable items having not mentioned MRP if found higher than market.
13. We {Name of Supplier} agree that cost of medicines supplied to this hospital will be paid on quarterly or monthly basis as budget received on the receipt of bills from us. We {Name of Supplier} will have to submit the bill **within 1st week of each month to the Accountant** of this hospital.

14. We {Name of Supplier} agree that Medical Superintendent of this hospital reserves the right to reject the annual contract according to PPRA Rules 2014.
15. All the terms and conditions mentioned in bidding documents are the part of contract agreement.
16. The supplier shall certify on judicial stamp paper that the prices quoted to this Hospital against the items mentioned in bills/invoices are not more than MRP fixed by the Government.
17. All the General conditions and special conditions mentioned in bidding documents are the part of argument.

For the Purchaser:

[Insert: Name of Office]

[Insert: Name of Officer]

[Insert: Postal address]

[Insert: Tel number, indicate country and city code] [Insert:
Facsimile or cable number or e-mail address]

For the Supplier:

[Insert: Name of Office]

[Insert: Name of Officer]

[Insert: Postal address]

[Insert: Tel number, indicate country and city code]
[Insert: Facsimile or cable number or e-mail address]

In witness whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed / Sealed: for the Purchaser.

Signature:

Name:

Designation:

Signed/Sealed for the Manufacturer / Authorized Supplier / Authorized Agent.

Signature:

Name:

Designation:

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions:

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser (THQ Level Hospital Chowk Azam) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.

(c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.

(d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the government of Punjab, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means Special Conditions of the Contract.

(g) "The Purchaser" means THQ Level Hospital Chowk Azam

(h) "The Supplier" means the individual or firm supplying the goods under this Contract.

(i) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Source of Import

3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.

3.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

4. Standards

4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4.3 If the Supplier provides substandard items and fails to provide the fresh supply, the payment of risk purchase (which will be purchased by THQ Level Hospital Chowk Azam) the price difference shall be paid by the Supplier.

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

5. Use of Contract Documents and Information.

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

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

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

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

6. Patent Rights

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

7. Submission of Samples

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

8. Ensuring storage arrangements

8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.

9. Inspections and Tests

9.1 The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

9.2 All costs associated with testing shall be borne by the Supplier.

9.3 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.

9.4 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Delivery and Documents

10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.

10.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.

10.3 The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods having been delivered;

11. Insurance

11.1 The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

12. Transportation

12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement

12.2 All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.

13. Incidental Services

13.1 The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.

14. Warranty (Where Applicable)

14.1 All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.

14.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15. Payment

15.1 All payments to the Supplier shall be made upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities within reasonable time of two months or otherwise depending on the availability of budget in the relevant Head of Accounts.

15.2 The currency of payment shall be Pakistan Rupee.

16. Prices

16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

17. Contract Amendments

17.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

18. Assignment

18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

19. Subcontracts

19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.

20. Delays in the Supplier's Performance

20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.

20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the

Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.

21. Termination for Default

21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

22. Force Majeure

22.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its

Performance Guaranty, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the

Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.

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

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

23. Termination for Insolvency

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

24. Arbitration and Resolution of Disputes

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

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

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

25. Governing Language

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

26. Applicable Law

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

27. Notices

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

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

28. Taxation

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

**MEDICAL SUPERINTENDENT
THQ HOSPITAL CHOWK AZAM**

