BIDDING DOCUMENTS FOR PROCUREMENT OF MEDICINES/ SURGICAL DISPOSABLE ITEMS 2017-18

(AZIZ BHATTI SHAHEED TEACHING HOSPITAL GUJRAT)
1. INDEX AND PAGE MARKING CERTIFICATE BY THE BIDDER A / NA

2. INVITATION OF BID

3. BIDDING DOCUMENTS DULLY SIGNED AND STAMPED BY THE BIDDER

4. CDR

5. ORIGINAL PURCHASED RECEIPT OF BIDDING DOCUMENTS

6. ATTESTED COPY OF CNIC

7. AUTHORITY LETTER ON LETTER HEAD SIGNED AND STAMPED BY THE CHAIRPERSON/MD OF THE FIRM

8. AFFIDAVIT

9. VALID DRUG MANUFACTURING /SALES LICENSE FOR MEDICINES

10. VALID DRUG REGISTRATION CERTIFICATES

11. BIOEQUIVALENCE STUDY REPORT (IF APPLICABLE)

12. VALID GOOD MANUFACTURING PRACTICES CERTIFICATE

13. INCOME TAX REGISTRATION CERTIFICATE

14. INCOME TAX RETURNS LAST TWO YEARS

15. SALES TAX REGISTRATION CERTIFICATE

16. API SOURCE

17. FINANCIAL CAPACITY

18. EXPERIENCE OF THE PRODUCTS

19. FDA/WHO STANDARD LETTERS

20. INTERNATIONAL TESTING REPORTS

21. EXPORT OF QUOTED PRODUCTS

22. FRESH SAMPLES OF QUOTED ITEMS
INDEX CERTIFICATE/ BID COVER SHEET

Bid Ref. No. ------------------------- Date-----------------------------

Name of the Supplier/Firm Contractor: ----------------------------------------------------------

Designation and CNIC NO.: ---------------------------------------------------------------------------

Mailing Address of the firm: ----------------------------------------------------------------------

E-mail:________________________________ Phone No. of the firm /sole agent: __________________________
Fax No.: ______________________________

I do hereby certify on behalf of M/S________________________________ that the bidding documents submitted for the 
tender of __________________________ contains total pages ______________. Moreover, the page marking is 
done and index has been prepared which is marked as page No.____.

List of Selected Items: (In case the Bidder has opted to bid for Selected Items, please type the Serial No and the 
name of the Items selected for Bidding. Use additional Sheets if Required)

<table>
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<th>Sr.#</th>
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Six samples of each quoted items.

Signed/stamped __________________________ Dated: __________________________

Note: (This form will be submitted by the manufacturer/sole agent at the time of submission of bid and attach NIC copy. 
Without this form no bid will be accepted and if documents are not prepared as per index its bid will not be evaluated 
technically.)
Invitation for Bids (Financial Year 2017-2018)

Procurement of Drugs and Medicines:

1. Management of Aziz Bhatti Shaheed Teaching Hospital Gujrat invites sealed bids from the manufacturers, importers/sole agents of foreign principals for procurement of Drugs/Medicines and Surgical Disposable Items etc. to meet the requirement of this institution on free delivery basis to consignee’s end basis. Detailed description of Drugs/Medicines and Surgical Disposable Items etc. are given in the Bidding Documents.

2. Interested eligible bidders may get the Bidding Documents at the address mentioned below on submission of written application along with payment of nonrefundable fee of Rs._____. Bidding Documents shall be issued only during office hours.

3. Bidding will be conducted through Single Stage – Two Envelopes bidding procedure as per Rule 38 of Punjab PPRA-2014.

4. Bids must be delivered at or before on ________ at 10:30am on 05-08-2017. Bid security of 2% (refundable) in the shape of pay order/ bank draft/ call deposit required to be supported with the financial bid. Late bids will be rejected. Bids will be opened in the same day at 11 am in the presence of the bidders or representatives.

5. The Bidders are requested to give their best and final prices.

Note: All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules 2014.

MEDICAL SUPERINTENDENT
AZIZ BHATTI SHAHEED TEACHING HOSPITAL GUJRAT

Bidding Documents for Procurement of Drugs and Medicines GRT
Section 1:

1. Scope of Bid
   The Aziz Bhatti Shaheed Teaching Hospital Gujrat invites bids from notified prequalified firms for supply of Drugs/Medicines and Surgical Disposable Items etc. to meet the requirement of this institution specified in the Schedule of Requirements along with Technical Specifications.

2. Source of Funds
   The Government of Punjab has allocated funds to the institution/Hospitals for purchase of Drugs/Medicines, surgical disposables and other items under the relevant head of Account during the Financial Year 2017-2018.

3. Eligible Bidders
   This Invitation for Bids is open to all original manufacturers and in case of imported goods their sole agents in Pakistan notified by the government as prequalified under rule 16(11) of PPRA 2014 for the procuring agencies of SPECIALIZED HEALTHCARE & MEDICAL EDUCATION department for the year 2017-18 for supply of Goods more specifically described in the Schedule of Requirement.
   The manufacturer’s representative and sole agent must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/ Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof to the effect that they are the original Manufacturer of the required specifications of Goods.
   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 and the bidder should provide an affidavit on legal stamp paper of Rs.100/- for this purpose. The bidder should be debarred from bid on account of submission of false statement.

4. Corruption and Fraud:
   The Government of Punjab defines Corrupt and Fraudulent Practices as “the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the 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”.
   Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.1 The following are the events which would lead to initiate under the PPRA Rule 2014 (amended) Blacklisting/debarment process.
   i - submission of false fabricated/forged documents for procurement in tender.
   ii- not attaining required quality of work
   iii- inordinate tardiness in accomplishment of assigned/agreed responsibilities/contractual obligations resulting loss to procuring agency.
   iv- non execution of work as per term and condition of contract.
   v- any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process
   vi- involvement of any tender fixing
   vii- persistent an intentional violation of important conditions of contract viii- non adherence to the quality standards
   ix- security consideration of the state

   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.
   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.

   A Bidder, if he so chooses, can bid for selective items from the list of goods provided for in the Schedule of Requirements. A Bidder is also at a liberty to bid for all the goods mentioned in the Schedule of Requirements. However, Bidders cannot bid for partial quantities of an item in the Schedule of requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.
The Bidding Procedure
8. The Governing Rules.
The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014 (amended) of the Government of Punjab.

The bidding procedure is governed by Rule 38 “Procedures of Open Competitive Bidding” “Single stage – Two Envelope procedure”.

Single Stage: Two Envelope Procedure
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 Procuring Agency without being opened;
v) The Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
vii) The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
viii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
ix) The financial proposal of bids found technically non-responsive shall be returned unopened to the respective Bidders; and
x) The bid found to be the lowest evaluated bid shall be accepted.

The Bidding Documents
10. Contents of the Bidding Documents
The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
(a) Instructions to Bidders (ITB)
(b) Schedule of Requirement.
(c) Technical Specifications.
(d) Evaluation Criteria.
(e) Bid Forms
i) Letter of Intention
ii) Affidavit
iii) Technical Forms
(f) General Conditions of the Contract
(g) Special Conditions of Contract,
(h) Draft Contract.

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

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

11. Clarification(s) on Bidding Documents.
A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Bid.
The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.
At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).
All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

**Preparation of Bids**

13. **Language of Bids.**

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 Bids.**

The Bid shall comprise of the Bid Forms of this Bidding Document and all those ancillary documentation 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 IV.

The Bidder shall complete the Bid Forms indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. **Bid Price.**

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

The Bidder is required to offer a competitive price. All prices must include the General Sales 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 and duties shall be passed on to the Procuring Agency.

Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightway be rejected. Conditional offer shall also be considered as non-responsive Bid.

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

16. **Bid Currencies.**

Prices shall be quoted in Pak Rupees.

17. **Samples.**

The Bidder shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Section II. However the samples of cold chain maintenance will be called on later at the time of technical evaluation of the bids.

18. **Documentation on Eligibility of Bidders.**

Bidder shall furnish, as part of its bid (Bid Form) as specified in Section IV, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

The documentary evidence of the Bidder’s eligibility to bid shall establish to the Procuring Agency’s satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder.

(a) The Sole Agent / Importer shall have to produce letter of authorization from Manufacturer (Foreign Principal) and in case of Manufacturer, documentary proof including drug manufacturing license /registration certificate, to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.

(b) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.

(c) The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- 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.

(d) The bidder should have minimum one-year experience in the market. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the last one year. Documentary proof shall have to be provided in this regard.

(e) 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.

(f) The bidder must indicate the registration number, make of country of origin / Manufacturer of the drugs, capacity of production of the firm, its financial status, batch capacity, necessary assurance of quality production, GMP / CGMP, and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants.
(g) The bidder shall provide a list of plant, major machinery and equipment installed in the factory. In case of imported Drugs / Medicines, the profile / credentials of the foreign Manufacturer in the respective foreign country, shall be provided along with bid.

19. **Documentation on Eligibility of Goods.**

The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section IV, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

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.

**Submission of sample:**

a) The bidder must produce along with technical proposal, **SIX (06) samples** of quoted product(s) according to the strength and packing of demand of enquiry. No technical proposal / bid shall be considered in absence of samples.

b) The representative sample(s) must be from the most recent stocks, supported by valid warranty as per Drugs Act 1976.

20. **Bid Security.**

The Bidder shall furnish, as part of its bid, a **Bid Security 2%** in the amount specified in the Bid. 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 security. The bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity; Or

(b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security (if any).

21. **Bid Validity.**

Bids shall remain valid for the period of one year after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

Bidders who:

(a) agree to the Procuring Agency’s request for extension of bid validity period shall not be permitted to change the substance of their bids; and

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

22. **Format and Signing of Bids.**

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.

The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document 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.

The original 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 form.

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.**

The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/ bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.

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 Invitation for Bid, and a statement: “DO NOT OPEN BEFORE,” the time and the date specified in the Bid 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”.

In case the Bidder is bidding for more than one item, they will have to prepare separate price schedule for each item, seal them in separate envelops with naming of items. Envelops of each individual items will further be sealed in one
envelope marked as “Financial Proposal”. This arrangement will enable the Procuring Agency to return bid related to any item of any Bidder unopened in case the item is declared as ineligible or non-responsive.

If the outer as well as inner envelope is not sealed and marked as required by above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

24. Deadline for Submission of Bids

Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid. Bids received later than the time and date specified in the Bid will stand summarily rejected.

The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

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.

26. 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 period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder.

Opening and Evaluation of Bids

27. Opening of Bids by the Procuring Agency.

All bids received shall be opened by the Procuring Agency publically in the presence of the Bidders or their representatives on the date, time and venue prescribed in the Bid invitation. The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid invitation. All Bidders in attendance shall sign an attendance sheet.

The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items bid for and unit prices and total amount of the Bid (if applicable).

The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab PPR 2014, specifically Rule 30(Opening of Bids)

The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded. No bid shall be rejected at technical proposal/ bid opening, except for late bids, which shall be returned unopened to the Bidder.

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.

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

29. Preliminary Examination.

The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.

b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.

c) If there is a discrepancy between words and figures, the amount in words shall prevail.

The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of 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.

Bidding Documents for Procurement of Drugs and Medicines GRT
If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation and Comparison of Bids.

The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.

All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents.

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.

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

The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder’s capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

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

The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily. 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 as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary.

An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder’s bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

32. Evaluation Criteria:

For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous Drugs Testing Laboratory, test / analysis reports, inspection of plant / factory /premises, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing evaluation factors/ criteria can be applied for the TECHNICAL PROPOSALS. The number of points allocated to each factor shall be specified in the Evaluation Report.

i) The firm must have minimum experience of one year, in supply of the relevant product with good performance certificate. The more experience the higher marks criteria shall apply.

ii) Financial status of the firm would be derived from the transactions of bank statement and debt. The minimum financial worth is 150 million. Financially sound party with excellent business record could get higher marks.

iii) Range of marking would be based on the duration of the market availability of the product. The market availability/ rates checked from Market and at the level of District Head Quarter by the committee notified by Procuring Agency.

iv) 100% complete information according to the bid requirement may the firm able to get maximum marks

v) 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% for manufacturer/importer and or were 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.

vi) Financial proposals shall be opened publicly in the presence of the bidders’ 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.

33 Drug Specification Performa:

This Performa with the list must be signed and attached with technical evaluation criteria for individual item quoted by the firm.
34. Rejection of Bids
The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

The Procuring Agency incurs no liability, solely by virtue of its invoking towards Bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

35. Re-Bidding
If the Procuring Agency rejected all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014.

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.

36. Announcement of Evaluation Report
The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with Rule 37 of the PPR-2014 giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

37. Contacting the Procuring Agency.
Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a 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 bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract

38. Acceptance of Bid and Award Criteria.
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.

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

40. Notification of Award.
Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted. The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder. The enforcement of the Contract shall be governed by Rule 55 of the PPRA-2014.

41. Limitation on Negotiations
Save and otherwise provided in PPRA Rule 2014 procuring agency shall not negotiate with any bidder.

42. Signing of Contract.
After the completion of the Contract, the contract is to be made on judicial paper worth of Rs.@25paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of the schedule 1 of stamp duty act 1899 read with finance act 1995, notification no.AW/HD/8-21/77(PG) DATED 1st January 2014, the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties. Within ONE week of receipt of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract in accordance with the legal requirements in vogue.

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 debarred from future participation, whether temporarily or permanently. In such situation the Procuring Agency may award the contract to the next lowest evaluated Bidder or call for new bids.

The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document, and shall be governed for ONE year period and by the terms and conditions mutually agreed in the contract.

43. Performance Guarantee.
On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency. 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.
Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

**SECTION II**

**Schedule of Requirements:**

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the procuring agency as per following schedule of requirements:

<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>60 days or earlier</td>
<td>60 days</td>
</tr>
<tr>
<td>With penalty @0.067% per day of purchase order after 60 days</td>
<td>After 60days or earlier and decided by concerned consignee on the formal request of supplier with proper justification.</td>
<td></td>
</tr>
</tbody>
</table>

The detail of drugs and medicines can be obtained from the office of the Purchaser during office hours. The validity of Purchase Order will start from its next date of issuance to the concerned Supplier.
Section III:

**Evaluation Criteria:**

**Compulsory parameters**

(PREQUALIFIED FIRMS and non prequalified firms)

NOTE: Failure to comply with any compulsory parameter will result in non responsiveness of the bidder. Bidders comply with compulsory parameters will be evaluated further for marking criteria.

Bid receipt No.: ________________________________

CDR No.: ____________________________________

Valid Manufacturing/Drug Sales License Certificate: __________________

Letter of Authorization/Partnership deed: __________________

NTN No.: _____________________________________

GST No.: ______________________________________

Valid Drug Registration Certificates of Quoted Items: _____________________________

Affidavit:

- replacement of expired/substandard/unconsumed items
- corruption & fraudulence, blacklisting, overpricing
- Non declaration of spurious ,adulterated batches by DTL of Punjab/any competent lab of Quoted items within last three year)

Valid GMP Certificate:____________________________________

List of Quoted Items: _______________________________________

Note:

(Attach computerized fill Performa and Attach all the relevant documents listed above and highlight the quoted items registration numbers and the bidder must have to qualify this part of evaluation criteria.)
### Evaluation Criteria: Part B (Pre-Qualified Firms)
#### BID EVALUATION CRITERIA FOR DRUGS/MEDICINES (FOR MANUFACTURER)

<table>
<thead>
<tr>
<th>SR#</th>
<th>DESCRIPTION</th>
<th>MARKS FOR EVALUATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>BIOEQUIVALENCE STUDY REPORT</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Bioequivalence study from any of the below mentioned labs:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. WHO prequalified labs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Labs certified/audited by SRAs of ICH (International Conference on</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Harmonization) member countries.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The firm will attach bio-equivalence certificate of the product. Original</td>
<td></td>
</tr>
<tr>
<td></td>
<td>manufacturer will be awarded full marks.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• No Bioequivalence study</td>
<td>00</td>
</tr>
<tr>
<td>2</td>
<td><strong>ACTIVE PHARMACEUTICAL INGREDIENT (API) SOURCE</strong></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>1. Original source/Research molecule</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Source licensed by original or accredited by FDA/WHO/EMA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Other source</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>FINANCIAL CAPACITY OF THE BIDDER</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ANNUAL TURNOVER OF LAST FINANCIAL YEAR</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2500 MILLION OR ABOVE</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>BETWEEN 2000-------2500 MILLION</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BETWEEN 1000-------2000 MILLION</td>
<td></td>
</tr>
<tr>
<td></td>
<td>LESS THAN 1000 MILLION</td>
<td></td>
</tr>
<tr>
<td></td>
<td>THE bidder shall provide requisite documents i.e. FBR documents showing the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annual sale of the firm.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>EXPERIENCE OF THE QUOTED PRODUCT SINCE JANUARY 2015</strong></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Supply of the quoted product equivalent or higher than the advertised</td>
<td></td>
</tr>
<tr>
<td></td>
<td>quantity in the private sector only</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supply of the quoted product equivalent or higher than the advertised</td>
<td></td>
</tr>
<tr>
<td></td>
<td>quantity in the private &amp; public sector only</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supply of the quoted product at least 60% of the advertised quantity in</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the private &amp; public sector only</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supply of the quoted product at least 60% of advertised quantity in the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>public sector only</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The bidder shall provide verifiable documentary evidences like commercial</td>
<td></td>
</tr>
<tr>
<td></td>
<td>invoices along with a summary of the sale of the quoted product,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>purchase orders &amp; delivery challan. the bidder shall also provide batch</td>
<td></td>
</tr>
<tr>
<td></td>
<td>manufacturing record of the product.</td>
<td></td>
</tr>
</tbody>
</table>

**Total marks:** 70  
**Qualifying marks:** 42 out of 70 (60%)  
The financial bids of technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency and the financial bids found technically nonresponsive shall be returned un-opened to the respective Bidders.
### EVALUATION CRITERIA DRUGS/MEDICINES (FOR SOLE AGENTS) prequalified firms

<table>
<thead>
<tr>
<th>SR#</th>
<th>DESCRIPTION</th>
<th>CATEGORY POINTS</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td><strong>BIDDER&amp;MAUFACTURER RELATIONSHIP</strong>&lt;br&gt;Sole agent certification from manufacturer</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Less than one year will not be considered.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Upto 2 years</td>
<td>05</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Upto 5 years</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>More than 5 years</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>2-</td>
<td><strong>Local market business</strong>&lt;br&gt;How many years the quoted product is being marketed in Pakistan?</td>
<td></td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Less than one year will not be considered</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Upto 2 years</td>
<td>05</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Upto 5 years</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Upto 9 years</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>More than 9 years</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>3-</td>
<td><strong>Compliance of the quality standards</strong></td>
<td></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>FDA/WHO approved</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Others</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>4-</td>
<td><strong>International Testing (foreign principal/manufacturer)</strong>&lt;br&gt;Reports of WHO accredited International Labs performed on the product through any procuring agency</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>1-2 Labs</td>
<td>07</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 or more</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>5-</td>
<td><strong>Export of quoted product(foreign principal/manufacturer)</strong>&lt;br&gt;Developed countries</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>3-5 countries</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Above 5 countries</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other countries</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 mark per country</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>20 and above countries</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand total</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifyiny marks</td>
<td>60%</td>
<td></td>
</tr>
</tbody>
</table>
## Evaluation Criteria: Part B (for non prequalified firms)

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Parameters</th>
<th>Details</th>
<th>Total Marks</th>
<th>Remarks</th>
</tr>
</thead>
</table>
| 1     | Bidders past performance (last two years) | Major institutions served:  
   i. 1 2  
   ii. 2 to 3 4  
   iii. 4 to 5 6  
   iv. 6 to 7 8  
   v. 8 and above 10 | 10 | Institutions include govt. departments And/or private hospitals (purchase orders and delivery challan from the concerned institution) |
| 2     | Bidders market experience in quoted items |  
   i. 1-3 years 2  
   ii. 3-5 years 5  
   iii. Above 5 years 10 | 10 | The item having less than one year experience is ineligible. Experience will be confirmed from the date of registration (Commercial invoices of last two years) |
| 3     | Credibility & Certification of Manufacturer |  
   i. Valid ISO Certification 5  
   ii. Any other international reputed certification 3  
   iii. Prequalification with Govt/Semi Govt & Autonomous institutes other than health department 2 | 10 | Valid copies of certificates/letters required. |
| 4     | Bidders financial status |  
   i. Last year audited balance sheet 1  
   ii. Tax returns (last 2 years) 4  
   iii. Bank certificate 1 | 10 | Bank statements are not required. |
| 5     | Manufacturer Technical Staff (if agent is bidding, he shall attach such documents of manufacturer of the drugs.) |  
   i. Plant manager B.pharm Ph.D/M.Phil 2  
   ii. Production manager B.pharm Ph.D/M.Phil 2  
   iii. Quality Control Manager B.Pharm/M.Sc chemistry 2  
   iv. Quality assurance manager B.Pharm/M.Sc chemistry 2  
   v. In process quality assurance inspector B Pharm Ph D M phil 2 | 10 | The bidder is required to attach attested copy of the relevant degree and appointment letter of concerned technical staff. |
| 6     | Manufacturer production capacity (if importer is bidding, he shall attach such certificate of drug manufacturer) | Per day production capacity of quoted items  
   Solid dosage form  
   50,000 to 100,000 (6)  
   Above 100,000 (10)  
   Dry/liquid Syrup/susp.  
   5,000 to 10,000 (6)  
   Above 10,000 (10)  
   Injectables  
   10,000 to 25000 (6)  
   Above 25,000 (10)  
   Topical/Drops  
   5,000 to 10,000 (6)  
   Above 10,000 (10)  
   Surgical/Disposables  
   10,000 to 25000 (6)  
   Above 25,000 (10) | 10 | The bidder is required to attach the certificate of production capacity of the manufacturer. |
| 7     | Warehouse | 1-company’s own ware house  
   2-company’s own transportation facility  
   3-facility to control humidity & temperature in the ware house/cold chain maintenance facility. | 5 | Attach attested copies of the certificates. |

### Total marks: 65  
### Qualifying marks: 60% and above  
The financial bids of technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency and the financial bids found technically nonresponsive shall be returned un-opened to the respective Bidders.
SECTION IV:

BID FORM 1
Letter of Intention

Bid Ref No.
Date of the Opening of Bids

Name of the Contract :
(Name and address of Procuring Agency)

To: [Name and address of Procuring Agency]

Dear Sir/Madam,

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

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the time specified in the bidding documents.

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

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

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

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

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

Dated: Signed:
In the capacity of [insert: title or position]
Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

Bidding Documents for Procurement of Drugs and Medicines GRT
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 of Clause 18 of the ITB.
4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
8) The undersigned offered rates are not higher than any other institution and the items are not declared spurious/adulterated by DTL during last three years.
9) The undersigned are responsible for replacement of unconsumed/expired/substandard stock of the medicine.
10) I/We undertake that I/We will ready to pay the standard charges of sample(1 or more depending upon the ordered quantity amounting to Rs.10 million or more) tested by any international WHO accredited labs, collected by the department inspection committee which will be paid directly to the international lab and will accept the results.
11) I/We undertake that I/We will ready to pay the standard charges of testing samples by the DTLs Punjab.
12) We further undertake to provide the Batch Release lab test reports of each batch of the product on its delivery.

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

Signed:
SECTION V:

Special Conditions of the Contract

AGREEMENT

THIS CONTRACT is made on day of 2017, between the Purchaser of the First Part and M/s (firm name) a firm registered under the laws of Pakistan and having its registered office at (address of the firm) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Purchaser invited bids for procurement of goods, in pursuance whereof M/s (firm name) being the Manufacturer/authorized Supplier/authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item(s); and Whereas, the Purchaser has accepted the bid by the Supplier;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING:

1. The Contract: The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
   a. the Technical Specifications
   b. the General Conditions of Contract

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

3. The Term of the Contract: This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.

4. The Supplier declares as under:
   i. [Name of the Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
   
   ii. Without limiting the generality of the foregoing, [the Seller/Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
   
   iii. [The Supplier] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
   
   iv. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.
   
   v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, [The Supplier] agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [The Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
   
   vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

Bidding Documents for Procurement of Drugs and Medicines GRT
5. Items to be Supplied & Agreed Unit Cost: (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder.

(ii) Each Items supplied shall strictly conform to the Schedule of Requirements and to the Technical Specification prescribed by the Purchaser against each item

(iii) The Unit Cost agreed in the Price Schedule is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

6. Payments: The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

7. Mode of Payment: All payments to the Supplier shall be made through Crossed Cheques issued in the name of [Supplier’s name]

8. Payment Schedule: All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule at Annex F.

9. Performance Guarantee: (i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Guarantee equivalent to 05% of the total Contract amount on the prescribed format and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.

ii) Supplier’s Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.

iii) Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.

10. Penalties/ Liquidated Damages.

i) Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.

ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non–delivered portion of supplies shall be forfeited.

iii) If the Supplier fails to supply the whole consignment and not able to deliver to any district, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.

iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.

v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.

11. Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:
[insert: name of office ]
[insert: name of officer ]
[insert: postal address ]
[insert: telephone number, indicate country and city code ]
[insert: facsimile or cable number or e-mail address ]

For the Supplier:
______________________________________________________________________________________________
______________________________________________________________________________________________

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at_____________(the place) and shall enter into force on the day, month and year first above mentioned.
Signed/ Sealed: For the Purchaser.

Signature: ________________________________
Name: ___________________________________
Designation: _______________________________________

Signed/ Sealed: For the Manufacturer/ Authorized Agent.

Signature: ______________________________________
Name: ______
Designation: _______________________________________

Technical Specifications and Ancillary Services

(Detailed technical specifications, given in Section II, will be followed)

b). Labeling and Packing
i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.
ii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip/ Blister, Tubes etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license No., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters.
All tablets shall be supplied in aluminium strip / blister pack. Expiry date must be printed on each aluminium strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps.

c) Additional instructions for packing
i. The suppliers are required to furnish the Warranty certificate with regard to the potency and stability (Including coloration of medicines) of the Drug for human consumption etc. in accordance with the Drug Act, 1976 on judicial paper.
ii. The bidder shall supply the drugs/medicines in special green packing with Logo of the Government of Punjab. The following wording/insignia shall be printed in bold letters both in Urdu & English in indelible red color ink on each carton, pack, bottle, strip / blister, tubes, vial / ampoule etc. In case of items supplied by the foreign manufacturer the mentioned condition may be relaxed by the Procuring Agency.

“AZIZ BHATTI SHAHEED TEACHING HOSPITAL PROPERTY”
“NOT FOR SALE”

iii. After signing of the Contract, the Supplier shall submit the samples of finished medicines in accordance with the above instructions for approval of the procuring agency and all subsequent supplies must be in accordance with the approved samples.

d). Shelf life
i. The shelf life must be up to 85% for the locally manufactured drugs and 75% for the imported drugs.

ii. The lower limit of the shelf life must be up to 80% and 70% with imposition of 1% penalty charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.
iii. In case of vaccines & other biotechnical products, the stores with the shelf life upto 70% will be accepted without penalty charges and up to 60% with imposition of 1% penalty charges of actual shortfall in shelf life below prescribed limit"

e). Testing/Verification Procedures

Bidding Documents for Procurement of Drugs and Medicines GRT
i. After delivery of drugs and medicines at the Purchaser's premises, the Purchaser shall send the samples from each batch to the Drugs Testing Laboratory, Punjab for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods after receipt of standard quality report from DTL concerned. The cost of the lab tests shall be borne by the Supplier and the cost of DTL testing of medicines will be borne by the supplier if there is any problem in efficacy of medicines at any time.

ii. In case of substandard report of any batch, the Supplier has the right to go for appellate laboratory. If it is again declared substandard, the Supplier will be intimated and they will be bound to resupply the entire fresh stock of that batch free of cost within the reasonable time period to be intimated by the purchaser but not later than 21 days (three weeks) from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory Authority for legal action as per Drugs Act 1976 and disposal of substandard stocks.

iii. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

f). Transportation/Delivery Requirements

i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their 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 drugs and medicines and road taxes shall be borne by the Supplier.

iii. All cold chain (perishable) items must be delivered in a safe and proper manner, prescribed for such types of items.
Annex C
Drug Specification performa

(List must be signed and attached with T.E)

Name of manufacturer:

Address of the manufacturer:

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<th>Sr #</th>
<th>Tender #</th>
<th>Item #</th>
<th>Generic name</th>
<th>Offered name</th>
<th>brand registration</th>
<th>Dosage form</th>
<th>Packing offered</th>
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Name and sign:__________________________________________

Designation:_____________________________________________

Stamp:___________________________________________________
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 (provincial and district Health department) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

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

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

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

(f) “SCC” means Special Conditions of the Contract.

(g) “The Purchaser” means the procuring agency.

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

(i) “Day” means calendar day.

2. Application

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

3. Source of Import

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

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

4. Standards

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

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

4.3 If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the procuring agency) 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.

5.4 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
All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.

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

14. Warranty
14.1 All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
14.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15. Payment
15.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
15.2 The currency of payment shall be Pakistan 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. 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. 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

Bidding Documents for Procurement of Drugs and Medicines GRT
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.

22. Force Majeure
22.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/blacklisting for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to mis-plan, 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. Notice
27.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.

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

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

29. Replacement of Expired/Substandard/Unconsumed/Banned/Adulterated Drugs

Bidding Documents for Procurement of Drugs and Medicines GRT
29.1 Expired/substandard/unconsumed/banned/adulterated drugs/medicines will be governed by the drug act 1976, suppliers/manufacturers will also furnish warranty certificate on legal stamp paper of Rs.20/ at the time of delivery. That the firm will replace unconsumed/expired/substandard/banned/adulterated drugs without any further charges. The replacement will be made as per following instructions:

a) Expired medicines/drugs should be destroyed by the inspection team constituted by the Medical Superintendent Aziz Bhatti Shaheed Teaching Hospital in the presence of representative of the firm.

b) Replacement of expired/substandard etc medicines would be made either with the same drugs in its quantity or if the same drugs are not needed the other medicine from PVMS list would be accepted at the same amount of that medicine.

c) Regarding the price to be charged for such replacement, if the firm has concluded the contract with this hospital for the said drug, it would replace such drug on the same price on which rate contract has been finalized .in case the replacement is to be made by the firm with non-tender item, the price would be determined on the basis of MRP minus 15%(as discount) or the price fixed by the firm whichever is less.

d) in case drugs/medicines required to be replaced are no longer being acceptable medicine, the firm would refund the amount due.

MEDICAL SUPERINTENDENT
AZIZ BHATTI SHAHEED TEACHING HOSPITAL
GUJRAT