



The Children's Hospital University of Child Health Sciences

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LIST OF FRAMEWORK FOR BULK PURCHASE OF MEDICINES (V) FOR THE YEAR 2023-24



| Sr. No. | Items Name | Specifications | Anticipated Quantity | Unit Price (Rs.) | Total Amount (Rs.) | 2 % Bid Security |
|--|---|---|----------------------|------------------|--------------------|------------------|
| A: Injection Antimicrobials | | | | | | |
| 1 | Inj. Amphotericin B | Vial of 50mg with wfi individually packed in carton with leaflet | 5,000 | 2,500 | 12,500,000 | 250,000 |
| 2 | Inj. Artemether | 80mg/ml ampule of 1ml in a pack of 5's with leaflet | 1,000 | 23 | 23,000 | 460 |
| 3 | Inj. Benzyl Penicillin | Vial of 10 lac IU with wfi in pack of 10's with leaflet | 15,000 | 12 | 180,000 | 3,600 |
| 4 | Inj. Clarithromycin | Vial of 500mg with wfi individually packed in carton with leaflet | 10,000 | 262 | 2,620,000 | 52,400 |
| 5 | Inj. Gancyclovir | Vial of 250mg with wfi individually packed with leaflet | 200 | 600 | 120,000 | 2,400 |
| 6 | Metronidazole Infusion | Glass vial of 500mg/100ml in a pack of 50's with leaflet | 50,000 | 77 | 3,850,000 | 77,000 |
| 7 | Inj. Remdesvir | Lyophilized powder in vial of 100mg with wfi individually packed with leaflet | 200 | 2,190 | 438,000 | 8,760 |
| 8 | Inj. Streptomycin | Vial of 1000mg with wfi in a pack of 10's with leaflet | 1,000 | 13 | 13,000 | 260 |
| B: Injections other than Antimicrobials | | | | | | |
| 9 | Inj. Adrenaline | 0.1mg/ml in an ampoule of 1ml in pack of 100 | 200,000 | 5 | 1,000,000 | 20,000 |
| 10 | Inj. Alprostadil (PGE-1) | 20 mcg in an ampoule of 1ml in a pack of 10's with leaflet | 2,000 | 800 | 1,600,000 | 32,000 |
| 11 | Amino Acid Solution 5% / 10% Infusion | Bottle of 500 ml without sorbitol individually packed with leaflet | 10,000 | 700 | 7,000,000 | 140,000 |
| 12 | Amino Acid Solution 7.99 w/v Branched chain amino acids 35.5 % w/w of total amino acids infusion etc. | Bottle of 500 ml individually packed with leaflet | 1,500 | 712 | 1,068,000 | 21,360 |
| 13 | Inj. Aminophyllin | 25 mg /ml in ampoule of 10ml in a pack of 50's | 5,000 | 8 | 40,000 | 800 |
| 14 | Inj. Amiodarone | 150 mg / 3 ml in an ampoule of 3ml in pack of 6 | 1,500 | 52 | 78,000 | 1,560 |
| 15 | Inj. Atropine Sulphate | 1 mg / ml in 1ml ampoule in pack of 100's | 50,000 | 5 | 250,000 | 5,000 |
| 16 | Inj. Citicholine | 250mg/2ml in an ampoule of 2ml in a pack of 5's | 500 | 110 | 55,000 | 1,100 |
| 17 | Inj. Calcium Chloride | 10%, 20%, 10 ml ampoule in pack of 10's with leaflet | 3,000 | 30 | 90,000 | 1,800 |
| 18 | Inj. Calcium Gluconate 10% | 10 ml ampoule in a pack of 50's with leaflet | 300,000 | 6 | 1,800,000 | 36,000 |

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|---------|--|--|----------------------|------------------|--------------------|------------------|
| 19 | Iohexol (Contrast Media) | 350mg in a vial of 50 ml individually packed with leaflet | 3,000 | 3,000 | 9,000,000 | 180,000 |
| 20 | Iopromide (Contrast Media) | 370mg in a vial of 50 ml individually packed with leaflet | 3,000 | 2,200 | 6,600,000 | 132,000 |
| 21 | Iopromide (Contrast Media) | 300mg in a vial of 50 ml individually packed with leaflet | 3,000 | 1,700 | 5,100,000 | 102,000 |
| 22 | Sodium Amidotrizoate + Meglumine Amido. (76%) (Contrast Media) | Vial of 20ml in a pack of 10 with leaflet | 1,200 | 293 | 351,600 | 7,032 |
| 23 | Inj. Digoxin | 0.5 mg / 2ml in ampoule of 2ml in pack of 5's with leaflet | 500 | 7 | 3,500 | 70 |
| 24 | Inj. Dimenhydrinate | 50 mg / ml in 1 ml ampoule in pack of 25's | 75,000 | 5 | 375,000 | 7,500 |
| 25 | Inj. Enoxaparin Sodium | Pre filled syringe of of 4000 I.U. 40 mg in 0.4 ml syringe in pack of 2's with leaflet | 5,000 | 406 | 2,030,000 | 40,600 |
| 26 | Inj. Flumazenil | 1 mg / 10 ml in 10ml ampoule individually packed with leaflet | 2,000 | 750 | 1,500,000 | 30,000 |
| 27 | Inj. Heparin Sodium | 25000 IU / 5 ml in 5 ml vial in pack size of 25's with leaflet | 20,000 | 670 | 13,400,000 | 268,000 |
| 28 | Inj. Human Tetanus Immunoglobulin | 250 IU / ml in 1ml vial individually packed with leaflet | 2,000 | 1,921 | 3,842,000 | 76,840 |
| 29 | Inj. Hydralazine HCl | 20mg / ml in an ampoule of 1ml individually packed with leaflet | 30,000 | 25 | 750,000 | 15,000 |
| 30 | Inj. Hydrocortisone Sodium Succinate | Vial of 250 mg with wfi individually packed with leaflet | 70,000 | 72 | 5,040,000 | 100,800 |
| 31 | Immunoglobulin Infusion (Pentaglobulin) | Vial of 10ml individually packed with leaflet | 1,000 | 15,290 | 15,290,000 | 305,800 |
| 32 | Immunoglobulin Infusion (The firm will provide cold chain facility i.e. chillers for the storage of the said drug free of cost as per requirement of the hospital) | 2.5g in 50ml vial 1individually packed with leaflet | 3,000 | 45,000 | 135,000,000 | 2,700,000 |
| 33 | Inj. Insulin Regular | 100 I.U./ml in 10ml individually packed with leaflet | 500 | 420 | 210,000 | 4,200 |
| 34 | Inj. Insulin NPH | 100 I.U./ml in 10ml individually packed with leaflet | 500 | 420 | 210,000 | 4,200 |
| 35 | Inj. Ketamine | 100mg/2ml in vial of 2ml in a pack of 5 with leaflet | 5,000 | 25 | 125,000 | 2,500 |
| 36 | Inj. Labetalol 50ml | Vial of 10ml individually packed with leaflet | 20,000 | 30 | 600,000 | 12,000 |
| 37 | Inj. Lacosamide | Vial of 200mg/20ml | 1,500 | 300 | 450,000 | 9,000 |
| 39 | Inj. Lignocain + Adrenalin | 2% + 1:100000 in ampoule of 10ml in a pack of 50's with leaflet | 10,000 | 19 | 190,000 | 3,800 |
| 40 | Inj. Lipid Emulsion for Infusion | Glass vial of 20% in 250 / 500 ml in pack of 10's with leaflet | 3,000 | 520 | 1,560,000 | 31,200 |
| 41 | Inj. Magnesium Sulphate | 50%, 500 mg / ml in ampoule of 2/5ml in a pack of 5 with leaflet | 20,000 | 20 | 400,000 | 8,000 |

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|----------------------|---|--|----------------------|------------------|--------------------|------------------|
| 42 | Inj. Octreotide | 0.1 mg / ml in 1ml ampoule in a pack of 5's with leaflet | 15,000 | 260 | 3,900,000 | 78,000 |
| 43 | Inj. Parliodixime (10ml) | 20mg / ml in ampoule of 10ml in pack of 10's with leaflet | 400 | 520 | 208,000 | 4,160 |
| 44 | Inj. Pentazocin | 30 mg / ml in an ampoule of 1ml in pack of 5's with leaflet | 500 | 10 | 5,000 | 100 |
| 45 | Inj. Pheniramine Maleate | 22.7 mg / 2ml in ampoule of 2ml in pack of 50's with leaflet | 75,000 | 48 | 3,600,000 | 72,000 |
| 46 | Inj. Protamine Sulfate | Ampoule of 5ml in a pack of 10 with leaflet | 3,000 | 115 | 345,000 | 6,900 |
| 47 | Inj. Phenobarbitone | Inj. of 200mg/ml in a pack of 100 with leaflet | 10,000 | 50 | 500,000 | 10,000 |
| 48 | Inj. Potassium Chloride | 7.45 % in plastic ampoule of 20 ml in pack of 60's with leaflet | 50,000 | 9 | 450,000 | 9,000 |
| 49 | Recombinant Haemophilic Factor VII | Vial of 1mg with wfi individually packed with leaflet | 40 | 80,400 | 3,216,000 | 64,320 |
| 50 | Recombinant Haemophilic factor VIII | Vial of 250mg | 200 | 13,500 | 2,700,000 | 54,000 |
| 51 | Inj. Rhesus Antibody (Anti-D) | Vial of 300 mcg (1500 units) powder and solvent for solution IV individually packed with leaflet | 500 | 4,800 | 2,400,000 | 48,000 |
| 52 | Inj. Sodium Valproate | 100 mg / ml in ampoule of 5ml individually packed with leaflet | 20,000 | 146 | 2,920,000 | 58,400 |
| 53 | Somatropin Vial / Pen | Pen of 15 IU (5mg) individually packed with leaflet | 500 | 6,860 | 3,430,000 | 68,600 |
| C: Anticancer | | | | | | |
| 54 | Bleomycin Inj. | Vial of 15 mg with wfi individually packed with leaflet | 500 | 1,900 | 950,000 | 19,000 |
| 55 | Cisplatin Inj. | Vial of 25 mg individually packed with leaflet | 2,000 | 470 | 940,000 | 18,800 |
| 56 | Dactinomycin Inj. | Vial of 0.5 mg individually packed with leaflet | 4,000 | 600 | 2,400,000 | 48,000 |
| 57 | Etoposide Inj. | Vial of 100 mg/5ml in 5ml vial individually packed with leaflet | 7,000 | 450 | 3,150,000 | 63,000 |
| 58 | L-Asparaginase Inj. | Ampule of 10000 IU individually packed with leaflet | 10,000 | 2,367 | 23,670,000 | 473,400 |
| 59 | Mercaptopurine Tab. | Tab. of 50 mg in blister of 10 in a pack of 30's with leaflet | 250,000 | 8 | 2,000,000 | 40,000 |
| 60 | Methotrexate Inj. IV/IT | Vial of 500 mg/20ml in 20 ml vial with wfi individually packed with leaflet | 5,000 | 1,110 | 5,550,000 | 111,000 |
| 61 | Methotrexate Tab. | Tab. of 2.5 mg in blister of 20 in pack of 100's with leaflet | 150,000 | 3 | 450,000 | 9,000 |
| 62 | Vinorelbine Inj. | Vial of 10mg/ml individually packed with leaflet | 500 | 1,400 | 700,000 | 14,000 |
| 63 | Opelrevakin (recombinant interleukin 11) Inj. | Vial of 1.5mg individually packed with leaflet | 200 | 5,000 | 1,000,000 | 20,000 |
| 64 | Fludarabine Inj. | Inj. of 50mg | 500 | 7,888 | 3,944,000 | 78,880 |
| 65 | Idarubicin Inj. | Vial of 10mg individually packed with leaflet | 500 | 9,500 | 4,750,000 | 95,000 |

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|----------------------------------|---|---|----------------------|------------------|--------------------|------------------|
| 66 | Vinblastine Inj. | Vial of 10mg | 1,500 | 400 | 600,000 | 12,000 |
| 67 | Antithymocytes Immunoglobulin Inj.(ATG) | Vial of 25mg individually packed with leaflet | 250 | 30,000 | 7,500,000 | 150,000 |
| 68 | Cyclosporin Inj. | Inj. of 250mg/5ml packed with leaflet | 1,000 | 570 | 570,000 | 11,400 |
| 69 | Cyclosporin Cap. | Cap of 25mg in a pack of 50 with leaflet | 2,000 | 43 | 86,000 | 1,720 |
| 70 | Cyclosporin 50ml Syp. | Syp. of 100mg/ml individually packed with leaflet | 1,000 | 7,643 | 7,643,000 | 152,860 |
| 71 | Doxorubicin Inj. | Vial of 10 mg with wfi individually packed with leaflet | 3,500 | 365 | 1,277,500 | 25,550 |
| 72 | Doxorubicin Inj. | Vial of 50 mg with wfi individually packed with leaflet | 3,000 | 1,142 | 3,426,000 | 68,520 |
| D: Dermatologicals | | | | | | |
| 73 | Betamethasone ointment 10gm | Ointment of 0.1%w/w individually packed with leaflet | 2,000 | 25 | 50,000 | 1,000 |
| 74 | Clobetasone Dipropionate ointment 10gm | Ointment of 0.05%w/w individually packed with leaflet | 1,000 | 50 | 50,000 | 1,000 |
| 75 | Methyl Prednisolone Aceponate Cream (10 gm) | Cream of 0.1% individually packed with leaflet | 3,500 | 214 | 749,000 | 14,980 |
| 76 | Methyl Prednisolone Aceponate Ointment (10 gm) | Ointment of 0.1% individually packed with leaflet | 3,000 | 214 | 642,000 | 12,840 |
| 77 | Polymyxin B Sulphate+Bacitracin Zinc Ointment (20 gm) | 10000units + 500 units/gm individually packed with leaflet | 50,000 | 67 | 3,350,000 | 67,000 |
| 78 | Fluticasone Propionate + Mupirocin Ointment 10 gms | Ointment of 0.05%w/w + 2%w/w individually packed with leaflet | 3,000 | 200 | 600,000 | 12,000 |
| 79 | Ketoconazole | 10 gms cream of 2% | 10,000 | 75 | 750,000 | 15,000 |
| 80 | Silver Sulphadiazine cream (15 gm) | Cream of 1% individually packed with leaflet | 3,000 | 38 | 114,000 | 2,280 |
| E: Tablets & Capsules | | | | | | |
| 81 | Allopurinol | Tab. of 100 mg in blister of 10 and box of 50's with leaflet | 50,000 | 2 | 90,000 | 1,800 |
| 82 | Aspirin | Tab. of 75 mg in blister of 10 and box of 30's with leaflet | 15,000 | 2 | 30,000 | 600 |
| 83 | Clobazam | Tab. of 10mg | 15,000 | 6 | 90,000 | 1,800 |
| 84 | Clonazepam | Tab. of 0.5mg | 15,000 | 3 | 45,000 | 900 |
| 85 | Captopril | Tab. of 12.5 mg in blister of 10 and box of 20's with leaflet | 250,000 | 4 | 1,000,000 | 20,000 |
| 86 | Carbamazepine | Tab. of 200 mg in blister of 10 and box of 50's with leaflet | 250,000 | 4 | 1,000,000 | 20,000 |
| 87 | Dexamethasone | Tab. of 0.5 mg in bottle of 1000's with leaflet | 130,000 | 4 | 520,000 | 10,400 |
| 88 | Digoxin | Tab. of 0.25 mg in bottle of 25's with leaflet | 35,000 | 2 | 70,000 | 1,400 |

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|--|------------------------------------|---|----------------------|------------------|--------------------|------------------|
| 89 | Fludorocortisone | Tab. of 0.1mg in a pack of 20 | 115,000 | 4 | 460,000 | 9,200 |
| 90 | Hydrocortisone | Tab. of 10mg in a pack of 30 with leaflet | 200,000 | 3 | 600,000 | 12,000 |
| 91 | Paracetamol | Tab. of 500 mg in blister of 10 and box of 200's with leaflet | 40,000 | 1 | 40,000 | 800 |
| 92 | Doxazocin | Tab. of 2 mg in a pack of 20 with leaflet | 12,000 | 9 | 108,000 | 2,160 |
| 93 | Folic acid | Tab. of 5mg in a pack of 100 | 50,000 | 1 | 50,000 | 1,000 |
| 94 | Prednisolone | Tab. of 5mg in a bottle of 1000 | 350,000 | 2 | 700,000 | 14,000 |
| 95 | Propranolol | Tab. of 10 mg in a pack/bottle of 50 with leaflet | 45,000 | 2 | 90,000 | 1,800 |
| 96 | Benzhexol | Tab. of 2 mg in a pack of 100s with leaflet | 3,000 | 1 | 3,000 | 60 |
| 97 | Sodium Bicarbonate | Tab. of 1250 mg blister/bottle of 30s with leaflet | 25,000 | 1 | 25,000 | 500 |
| 98 | Oxybutynin | Tab. of 3 mg in a pack of 30 with leaflet | 15,000 | 9 | 135,000 | 2,700 |
| 99 | Diazepam | Tab. of 5 mg in a pack of 30 with leaflet | 15,000 | 2 | 30,000 | 600 |
| 100 | Baclofen | Tab. of 10 mg in a pack of 30 with leaflet | 50,000 | 5 | 250,000 | 5,000 |
| 101 | Warfarin | Tab. of 5 mg in a pack of 100 with leaflet | 3,000 | 8 | 24,000 | 480 |
| 102 | Azithromycin | Tab. of 250mg in a pack of 6 with leaflet | 2,000 | 15 | 30,000 | 600 |
| 103 | Lacosamide | Tab. of 50mg | 5,000 | 18 | 90,000 | 1,800 |
| 104 | Lorazepam | Tab. of 1mg in pack of 100 with leaflet | 1,000 | 1 | 1,200 | 24 |
| 105 | Nitrazepam | Tab. of 5mg | 5,000 | 5 | 25,000 | 500 |
| 106 | Ondansetron | Tab. of 4mg | 10,000 | 29 | 290,000 | 5,800 |
| 107 | Potassium Chloride | Tab. of 500mg in a pack of 25 with leaflet | 75,000 | 2 | 150,000 | 3,000 |
| 108 | Rifaximin | Tab. of 200mg in a pack of 10 with leaflet | 10,000 | 15 | 150,000 | 3,000 |
| 109 | Azathioprine 50mg | Tab. of 50mg in a pack of 100 with leaflet | 3,000 | 10 | 30,000 | 600 |
| 110 | Pencillamine | Tab. of 250mg in pack of 10 with leaflet | 1,000 | 26 | 26,000 | 520 |
| F: Ophthalmology and ENT Preparations | | | | | | |
| 112 | Ofloxacin Eye Drops 5ml | Drops of 0.3% individually packed with leaflet | 300 | 60 | 18,000 | 360 |
| 113 | Prednisolone Acetate Eye Drops 5ml | Drops of 1% individually packed with leaflet | 7,500 | 65 | 487,500 | 9,750 |
| 114 | Tobramycin Eye Drops 5ml | 0.3% w/v individually packed with leaflet | 4,500 | 68 | 306,000 | 6,120 |
| 115 | Phenylephrine Eye Drops 5ml | 10% w/v individually packed with leaflet | 200 | 30 | 6,000 | 120 |
| 116 | Pilocarpine Eye Drops 5ml | 2% w/v individually packed with leaflet | 200 | 50 | 10,000 | 200 |
| 117 | Ciprofloxacin Eye Drops 5ml | Drops of 0.3% w/v individually packed with leaflet | 200 | 70 | 14,000 | 280 |
| 118 | Cyclopentolate 10ml | Drops of 1% w/v individually packed with leaflet | 200 | 80 | 16,000 | 320 |

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|-----------------------------------|---|--|----------------------|------------------|--------------------|------------------|
| 119 | Benzalkonium + Proparacain 15ml | Drops of 0.01% w/v & 0.5%w/v individually packed with leaflet | 200 | 90 | 18,000 | 360 |
| 120 | Betahexalol 5ml | Drops of 0.25% w/v individually packed with leaflet | 750 | 300 | 225,000 | 4,500 |
| 121 | Dorzolamide + Timolol 5ml | Drops of 2% w/v % 0.5% w/v individually packed with leaflet | 300 | 225 | 67,500 | 1,350 |
| 122 | Latanoprost 2.5 ml | Drops of 50mcg/ml individually packed with leaflet | 200 | 290 | 58,000 | 1,160 |
| 123 | Polymyxin B Sulphate + Bacitracin Zinc Ointment | 10000 units + 500 units/gm individually packed with leaflet | 2,000 | 24 | 48,000 | 960 |
| 124 | Tropicamide Eye Drops 15ml | Drops of 1% individually packed with leaflet | 600 | 125 | 75,000 | 1,500 |
| 125 | Ciprofloxacin + Dexamethasone | 5ml ear drops | 7,500 | 65 | 487,500 | 9,750 |
| G: Inhalers and Nebulizers | | | | | | |
| 126 | Fluticasone Propionate Inhaler | Inhaler of 125 mcg/puff individually packed with leaflet | 1,000 | 300 | 300,000 | 6,000 |
| 127 | Salbutamol Inhaler | Inhaler of 100 mcg/puff individually packed with leaflet | 2,000 | 165 | 330,000 | 6,600 |
| 128 | Salbutamol Nebulizing Solution | Nebulising solution of 5 mg / ml in bottle of 20ml with leaflet | 25,000 | 44 | 1,100,000 | 22,000 |
| 129 | Salmeterol + Fluticasone Propionate Inhaler | Inhaler of 25 / 125mcg / puff individually packed with leaflet | 1,000 | 300 | 300,000 | 6,000 |
| 130 | Salmeterol + Fluticasone Propionate Inhaler | Inhaler of 25 / 50mcg / puff individually packed with leaflet | 500 | 300 | 150,000 | 3,000 |
| 131 | Salmeterol + Fluticasone Propionate Inhaler | DPI 50/100mcg individually packed with leaflet | 1,000 | 400 | 400,000 | 8,000 |
| 132 | Salmeterol + Fluticasone Propionate Inhaler | DPI 50/250mcg individually packed with leaflet | 500 | 500 | 250,000 | 5,000 |
| H: Antituberculars | | | | | | |
| 133 | Ethambutol Tab. | Tab. of 400mg in a blister of 10's in box of 100's with leaflet | 45,000 | 5 | 225,000 | 4,500 |
| 134 | Ethionamide Tab. | Tab. of 250mg in a blister of 30s in box with leaflet | 12,000 | 75 | 900,000 | 18,000 |
| 135 | Isoniazid Tab. | Tab. of 100 mg in a blister of 10's in box of 100's with leaflet | 100,000 | 60 | 6,000,000 | 120,000 |
| 136 | Pyrazinamide Tab. | Tab. of 500 mg in a blister of 10's in box of 100's with leaflet | 50,000 | 6 | 300,000 | 6,000 |
| 137 | Rifampicin + Isoniazid Tab. | Tab. of 150mg & 100 mg in a blister of 10's in box of 100 with leaflet | 65,000 | 77 | 5,005,000 | 100,100 |
| 138 | Rifampicin Tab. | Tab. of 300 mg in a blister of 10's in box of 100 with leaflet | 90,000 | 8 | 720,000 | 14,400 |
| 139 | Rifampicin Tab. | Tab. of 150 mg in a blister of 10's in box of 100 with leaflet | 80,000 | 5 | 400,000 | 8,000 |
| 140 | Vitamin - B6 Tab. | Tab. of 50 mg in a blister of 10's in box of 100 with leaflet | 150,000 | 2 | 300,000 | 6,000 |
| 141 | Isoniazid | syp.50mg/5ml,120ml | 5,000 | 40 | 200,000 | 4,000 |
| 142 | Rifampicin | syp.100mg/5ml,60ml | 3,000 | 50 | 150,000 | 3,000 |
| 143 | Pyrazinamide | syp.250mg,60ml | 3,000 | 50 | 150,000 | 3,000 |

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|-------------------------|---|--|----------------------|------------------|--------------------|------------------|
| 144 | Ethambutol | syp.100mg/5ml,60ml | 3,000 | 40 | 120,000 | 2,400 |
| I: IV Fluids | | | | | | |
| 145 | Dextrose Solution 25% | 25% bottle / bag of 1000ml in a pack of 20's | 15,000 | 110 | 1,650,000 | 33,000 |
| 146 | Hydroxyethyl Starch | 3% bottle / bag of 500ml in a pack of 20's | 3,000 | 210 | 630,000 | 12,600 |
| 147 | Balanced Electrolyte Solution for Eye (B.E.S) | Bag / bottle of 500ml in a pack of 20's | 1,000 | 400 | 400,000 | 8,000 |
| 148 | Dextrose + Sodium Chloride (B.P) | 4.3% + 0.18% bag / bottle of 500ml in a pack of 20's | 25,000 | 37 | 925,000 | 18,500 |
| 149 | Hyper Tonic Dialysis Solution | Bag / bottle of 1000ml in a pack of 20's | 2,000 | 50 | 100,000 | 2,000 |
| 150 | Isotonic Solution (B.P.) | Bag / bottle of 1000ml in a pack of 20's | 30,000 | 50 | 1,500,000 | 30,000 |
| J: Syrups | | | | | | |
| 151 | Acyclovir | syp. 200mg/5ml, 60ml | 5,000 | 250 | 1,250,000 | 25,000 |
| 152 | Co-Amoxiclave | susp. of 312.5mg/5ml, 90ml | 100,000 | 107 | 10,700,000 | 214,000 |
| 153 | Carbamezepine | syp. of 100mg/5ml, 120ml | 12,000 | 84 | 1,008,000 | 20,160 |
| 154 | Fluconazole | syp. of 50mg/5ml, 35ml | 3,500 | 140 | 490,000 | 9,800 |
| 155 | Nystatin Oral Drops 30ml | drops 30ml / (10,0000 IU) | 50,000 | 90 | 4,500,000 | 90,000 |
| 156 | Phenobarbitone Sodium | syp. of 20mg/5ml, 60ml | 15,000 | 35 | 525,000 | 10,500 |
| 157 | Ferrous Sulphate with B Complex | syp. of 120 ml | 70,000 | 110 | 7,700,000 | 154,000 |
| 158 | Lacosamide | syp. of 100mg/5ml, 100ml | 10,000 | 294 | 2,940,000 | 58,800 |
| 159 | Loratadine 30ml | syp. of 5mg/5ml, 30ml | 40,000 | 41 | 1,640,000 | 32,800 |
| 160 | Famotidine | syp. of 10mg / 5ml, 60ml | 35,000 | 40 | 1,400,000 | 28,000 |
| 161 | Sulphamethoxazole+ Trimethoprin 50ml | syp. of 200+40mg/5ml | 30,000 | 30 | 900,000 | 18,000 |
| 162 | Mebendazole 30ml | syp. of 100mg/5ml | 25,000 | 50 | 1,250,000 | 25,000 |
| 163 | Metronidazole | 90ml susp of 200mg/5ml | 50,000 | 35 | 1,750,000 | 35,000 |
| 164 | Choloralhydrate | syp. of 500mg/5ml,120ml | 5,000 | 70 | 350,000 | 7,000 |
| 165 | Chlorpheniramine Maleate | Syp.2mg/5ml 120ml Bottle | 15,000 | 25 | 375,000 | 7,500 |
| 166 | Vit A & D | drops 30ml / (10,0000 IU) | 20,000 | 250 | 5,000,000 | 100,000 |
| K: MISCELLANEOUS | | | | | | |
| 167 | Lignocain Gel | 2% w/v in a tube of 15gms individually packed with leaflet | 50,000 | 30 | 1,500,000 | 30,000 |

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|---------|---|--|----------------------|------------------|--------------------|------------------|
| 168 | Lignocain Solution | 4% in plastic bottle of 50ml individually packed with leaflet | 250 | 70 | 17,500 | 350 |
| 169 | ORS Sachet | Low osmolar sachet in a box of 10,s with leaflet | 75,000 | 12 | 900,000 | 18,000 |
| 170 | Glycerine Suppositories | peads size in a pack of 12 | 25,000 | 3 | 75,000 | 1,500 |
| 171 | Diclofenac Suppositories | suppositories of 25mg in a pack of 10 | 1,000 | 39 | 39,000 | 780 |
| 172 | Miconazole oral gel | 2%w/w 20gms gel individually | 15,000 | 50 | 750,000 | 15,000 |
| 173 | Omeprazole sachet | Sachet of 20 mg | 50,000 | 18 | 900,000 | 18,000 |
| 174 | Sodium citrate + sodium lauryl sulphate + glycerin 10ml Enema | sodium citrate 450mg + sodium lauryl sulphate 75mg + glycerin 90%v/v | 500 | 50 | 25,000 | 500 |
| 175 | Acetyl cystine | 200mg/sachet in a box of 30 with | 5,000 | 14 | 70,000 | 1,400 |
| 176 | Sodium Biphosphate + Sodium Phosphate Enema | 19.2g+ 7.2g, 120 ml enema individually packed with leaflet | 7,500 | 66 | 495,000 | 9,900 |
| 177 | 0.9% Sodium Chloride Pediatric Drops | Bottle of 30 ml individually pack with leaflet | 300 | 20 | 6,000 | 120 |



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 Medical Director



BIDDING DOCUMENTS

FOR

FRAMEWORK CONTRACT FOR BULK PURCHASE OF MEDICINE (V)



FINANCIAL YEAR 2023-24

The Children's Hospital, University of Child Health Sciences, Ferozpure Road, Lahore

Phone No:- 042-99230901-23

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LETTER OF INVITATION

BID REFERENCE NO. PC-1-CH&UCHS/2023/53951 Dated 08-09-2023

SUBJECT: FRAMEWORK CONTRACT FOR BULK PURCHASE OF MEDICINES (V) FOR THE YEAR 2023-24

1. The Children's Hospital, University of Child Health Sciences, Lahore invites sealed bids from eligible bidders i.e., Local Manufacturers / Sole Agents / Importers of Foreign Principals / Authorized Distributors regarding Framework for Bulk Purchase of Medicines for the Year 2023-24 on free delivery to Consignee's end basis. Detailed specifications along with bill of quantities are given in the bidding documents. The Children's Hospital, University of Child Health Sciences, Lahore has allocated funds in the specific head of account for the purpose.
2. Interested bidders may get the bidding documents by submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of Rs. 2,000/- (Two thousand only).
3. Bidding documents shall be issue up to Last Date as mentioned in the advertisement during office hours. However, a copy of the bidding documents is also available for information only on the websites of PPRA (www.ppra.punjab.gov.pk) & The Children's Hospital, University of Child Health Sciences, Lahore (www.chich.edu.pk) until the closing date for the submission of bids.
4. Bidding shall be conducted through Single Stage – Two envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (amended). The envelopes shall mark as **"FINANCIAL PROPOSAL" AND TECHNICAL PROPOSAL** in bold and legible letters. Financial proposal of bids found technically non-responsive shall be return un-opened to the respective bidders.
5. Sealed bids are required to be submitted by the interested bidders on **4th Oct, 2023 for Framework for Bulk Purchase of Medicines** till **11:00 a.m.** positively in the office of undersigned. The bids received till the stipulated date & time shall be opened on the same day at **11:30 am** in the presence of the bidders or their authorized representatives (who choose to attend) by the Bid Opening Committee.
6. Bid Security @ **2%** of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque from any scheduled bank is required to be furnished with the **Technical Bid** otherwise bid will be rejected. Late bids shall not be entertain.
7. All bids should be submitted in tape / ring binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents / form is mandatory.
8. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.
9. The bidder shall provide three (03) packs of commercial samples of their quoted brand along with its bid in concerned stores for evaluation, otherwise bid will be rejected.

Note: The procurement shall be governed by the Punjab Procurement Rules, 2014 (amended).


MEDICAL DIRECTOR

The Children's Hospital, University of Child
Health Sciences, Lahore



Section-II: Instructions to Bidders (ITB)

Note:- All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/PPRA Rules-2014, the later shall prevail.

2.1. Introduction

2.1.1 Scope of Bid

- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII-Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning) the goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

- i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 Eligible Bidders

- i) The Invitation to Bids is open to all suppliers i.e. Local Manufacturers / Sole Agents / Importers of foreign principals / Authorized distributors for the Purchase of Medicines.
- ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].
- iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA). During the Procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA), if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second lowest evaluated bidder.
- v) In the case of a Joint Venture, Consortium, or Association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Joint Venture, Consortium, or Association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
- iv) The appointment of Lead Member in the Joint Venture, Consortium, or Association shall be confirmed by submission of a valid JV or Consortium agreement to the Procuring Agency.
- v) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/

Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.

- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates, which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
 - b) Have controlling shareholders in common; or
 - c) Receive or have received any direct or indirect subsidy from any of them; or
 - d) Have the same legal representative for purposes of this Bid; or
 - e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- xi) A Bidder may be ineligible if –
 - (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
 - (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
 - (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
 - (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
 - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.
- xii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent

of the Bid price is envisaged.

2.1.4. Eligible Goods and Services

- i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.
- ii) For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
- iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5. Cost of Bidding

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Manufacturer’s Authorization Form
 - (j) Bidder Profile Form
 - (k) General Information Form
 - (l) Affidavit

- (m) Bid Security Form
- (n) Technical Bid Form
- (o) Contract Form
- (p) Financial Bid Form / Price Schedule
- (q) Performance Guarantee Form
- (r) Check List

- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1(i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency on given date and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated in the **BDS**, the Bidder's designated representative is

invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2. Bid Form

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
- ii) Prices indicated on the Price Schedule shall be item wise **on form 8.10**.
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's

performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

- i) Prices shall be quoted in **Pak Rupees** for local/DDP items unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [*Manufacturer's Authorization form No. 8.3*] or producer to supply the same in Pakistan;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.

- iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
 - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
 - (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of bids; and
 - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.

{However, the procuring agency may also opt to ask for samples after submission of technical bids (where require)}
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
 - (a) do (es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.

- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services, which the Bidder proposes to deliver.
- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.
- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), valid for **365 (Three Hundred & Sixty Five) Days**, beyond the validity of Bid.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than 07 (**Seven**) days after receipt of written application from the bidder & after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or alongwith unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

*"38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:
provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".*
- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2

- vii) The Bid security may be forfeited:
 - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. In the case of a successful Bidder, if the Bidder:
 - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or
 - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity(as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.
- v) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE. (time and date)," *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*
- iii) 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 "late".
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- vi) The inner and outer envelopes shall:
 - a) Be addressed to the Procuring Agency at the address given in the **BDS**; and
 - b) Bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2**.
- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
 - b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- viii) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.
- ix) The inner and outer envelopes shall:
 - a) be addressed to the Procuring Agency at the address provided in the BDS;
 - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;

- c) In addition to the identification required in Sub- Clause (b)hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3.
- x) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.

2.4.3. Late Bids

- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.
- ii) The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid security(along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- viii) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by

the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

- ix) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- x) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- xi) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- xii) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.
- xiii) *[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

2.5.2. Confidentiality

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) Evaluation & qualification criteria;

2.5.4. Preliminary Examination

- b) Required scope of work or specifications;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
- i) The Procuring Agency will 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.
- ii) Arithmetical errors will 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. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a 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 **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. 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.
- iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
 - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
 - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
 - c) Has been properly signed;
 - d) Is accompanied by the required securities; and
 - e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

- i) The Procuring Agency shall examine the Bid to confirm that the Bidder without any material deviation or reservation has accepted all terms and conditions specified in the GCC and the SCC.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8**.

2.5.7. Conversion to Single Currency

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. 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 on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-Qualification & Evaluation of Bids

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/Financial BidForm8.10to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9. Contacting the Procuring Agency

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of **single stage-two envelope** bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within **10 days** of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

- i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract / Issuance of Purchase Order

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order[as the case may be].
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).

2.6.6. Procuring Agency's Right to Accept or Reject All Bids

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

- i) If the Procuring Agency rejects all the Bids under rule 35, 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 condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

- i) The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.
"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:
"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; 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, noncompetitive levels and to deprive the procuring agency 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:

- ii. 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;
- iii. 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;
- iv. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- v. 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;

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 process.”

i) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

As per As per S-17A of PPRA, Act, 2009:

“17A. Blacklisting.– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

- 1) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.
- 2) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.
- 3) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

21. Blacklisting.–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

- (2) *If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:*
 - (a) *shall forward the decision to the Authority for publication on the website of the Authority; and*
 - (b) *may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.*
- (3) *The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.*
- (4) *Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*
- (5) *Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*
- (6) *The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
 - (a) *precise allegation, against the bidder or Contractor;*
 - (b) *the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
 - (c) *the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*

6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under Para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*
18. *Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.*

2.6.9. Quantity and volume of the goods to be considered in mind

[Framework Contract Modality]

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
 - a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
 - b. The Bidder have to maintain the rates of the goods for the whole financial year.
 - c. The Bidder should quote the rate as per Price Schedule/Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

3.1. Technical Specifications

[Technical Specifications alongwith quantity and estimated cost are hereby attached as below]

Section-IV:

Bid Data Sheet

| ITB Reference | Description | Detail |
|-------------------|---|--|
| ITB Clause 2.3.1. | Language of bid | English |
| ITB Clause 2.3.4 | Bid currency | Pak Rs. On free delivery to Consignee's end basis including all Ex-work, Transportation, Storage Charges till the destination. |
| ITB Clause 2.3.8 | Bid Security | 2% of the total estimated price (as determined by the procuring agency) |
| ITB Clause 2.3.9 | Bid validity period | 180 Days |
| ITB Clause 2.2.2 | Address for communication: The Children's Hospital, University of Child Health Sciences, Ferozpur Road, Lahore Phone No: 042-99203428 Fax No: 042-99203428 Website:- www.chich.edu.pk | |
| ITB Clause 2.6.2 | The Performance Guarantee: It will be 5% of the Contract Value in the Shape of Bank Guarantee / Bank Call Deposit (CDR) / Demand Draft from any scheduled bank. | |

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| A. Introduction | | |
|---|-------------------|--|
| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
| 1. | 2.1.1 | Name of Procuring Agency: [<i>The Children's Hospital, University of Child Health Sciences, Ferozpur Road, Lahore</i>] The subject of procurement is: [<i>Framework Contract for Bulk purchase of Medicine Items</i>] Period for delivery of goods: [<i>upto 45 Days of Purchase Order</i>] Commencement date for delivery of Goods: [<i>after issuing of Purchase Order</i>] |
| 2. | 2.1.2 | Financial year for the operations of the Procuring Agency: [<i>for year 2023-24</i>] Name of Project/ Grant (<i>Non Development</i>): [<i>Government of the Punjab</i>] Name of financing institution: [<i>Government of the Punjab</i>] Name and Identification number of the Contract:[<i>Framework Contracts</i>] |
| 3. | - | Ineligible country(s) is or are as declared by Government of Pakistan |
| 4. | 2.3.6(iii) | Demonstration of authorization by manufacturer: [<i>Where applicable</i>] |
| B. Bidding Documents | | |
| 5. | 2.2.2 | The address for clarification of Bidding Documents is [<i>Medical Director, The Children's Hospital, University of Child Health Sciences, Ferozpur Road, Lahore</i>] |
| 6. | 2.2.2 | Pre-bid meeting will be/will not be held [<i>not applicable</i>] |
| 7. | 2.3.9 | The bid shall be completed and submitted in original and copy is not required. |
| C. Bid Price, Currency, Language and Country of Origin | | |
| 8. | 2.3.1 | [<i>language of the bid is in English</i>] |
| 9. | 2.3.4 | The price quoted shall be in <u>Pak Rupees</u> . [<i>price inclusive of incidental services & delivered duty paid DDP</i>]. |
| 10. | 2.3.4 | [<i>price shall be fixed</i>]. |
| 11. | 2.1.4 (ii) | Country of origin [<i>as mentioned in the specification</i>] |
| D. Preparation and Submission of Bids | | |
| 12. | 2.1.3 | Bid Evaluation / Qualification Criteria. Mentioned in compulsory parameters [Evaluation Criteria] |
| 13. | 2.2.2 | Bid shall be submitted to Medical Director, <i>The Children's Hospital University of Child Health Sciences</i> Street address :[<i>Ferozpur Road, Lahore</i>] Building/Plot No.[<i>Admin Block</i>] Floor/Room No.: [<i>Ground Floor/Conference Room</i>] City/Town : [<i>Lahore</i>]. |
| 14. | 2.4.2 | The deadline for Bid submission is a) Day :[<i>insert day</i>] b) Date:[<i>insert date, month and year</i>] c) Time:[<i>insert time</i>] |
| 15. | 2.5.1 | Time, date/ Month/ Year, and place for Bid opening. |

| | | |
|--|------------|---|
| | | <i>[The date should be the same as for Bid submission specified under ITB 2.4.2, Sr. No 16, above, and the time should be on the same day, at least 30 minutes after closing time of bid submission.]</i> |
| 16. | 2.6.2 | Amount of Performance Guarantee is: @ 5% of total contract amount. |
| 17. | 2.3.8 | Estimated Cost is Amount of Bid security is: @ 2% of estimated cost mentioned in the specification sheet against each item.. |
| 18. | 2.3.9 | Bid validity period after opening of the Bid is of: 180 Days. |
| 19. | 2.3.9 | ONLY ONE ORIGINAL BID TO BE PROVIDED. |
| E. Opening and Evaluation of Bids | | |
| 20. | 2.5.1 | The Bid opening shall take place at: The Children's Hospital University of Child Health Sciences. Street address: <i>[Ferozpur Road, Lahore.]</i> Building/Plot No.: <i>[Admin Block]</i> Floor/Room No: <i>[Ground Floor / Conference Room]</i> City/Town: <i>[Lahore]</i> Country: <i>[Pakistan]</i> Day : <i>[Monday & Tuesday]</i> Date: <i>[10 & 11/ 04/2023]</i> Time : <i>[11:30 a.m.]</i> |
| A. Introduction | | |
| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
| 21. | 2.3.5 | The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>[Pak Rupees]</i> |
| F. Bid Evaluation Criteria | | |
| 22. | 2.5.8 | Criteria to Bid evaluation. <i>[As per rule-31 of PPR-14, a Procuring Agency is required to formulate evaluation criteria listing all the relevant information against which a Bid is to be evaluated.]</i> <i>[Bulk/Framework, item wise and form of contract to be adopted (i.e. DDP, FOR). The Bidding Procedure is single stage two envelope.]</i> |
| 23. | 2.5.8 (V) | The evaluation shall be conducted on item to item basis. Each item shall be considered as one package & the bidder shall have to quote for its complete quantity |

EVALUATION CRITERIA
BIDS EVALUATION / QUALIFICATION CRITERION FOR THE PURCHASE OF DRUGS /
MEDICINES ITEMS (FOR MANUFACTURER / DISTRIBUTORS)

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.

COMPULSORY PARAMETERS

- i. Valid Drug Manufacturing License issued by DRAP (manufacturers) and valid Drug Sale License.
- ii. Valid Drug Registration Certificate of the quoted product. The product having less than one year experience will be ineligible.
- iii. Valid Authorization / Distribution letter from Manufacturer or Sole Agent (where applicable).
- iv. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per rules shall be considered.

MARKING CRITERIA

| SR # | DESCRIPTION | MARKS FOR EVALUATION |
|------|---|----------------------|
| 1 | ACTIVE PHARMACEUTICAL INGREDIENT (API) SOURCE | 20 |
| | Original Source / Research Molecule | 20 |
| | Source Licensed by Original or accredited by FDA/WHO/EMA | 15 |
| | Others Source | 10 |
| | <i>The firm will provide regular import trail of API alongwith supporting documents including GMP of the concerned regulatory authority, status of the source (Manufacturer / Importer) for last one year.</i> | |
| 2 | FINANCIAL CAPACITY OF THE BIDDER (Annual Turnover of last financial year) | 20 |
| | 2,500 Million or above | 20 |
| | Between 2,000 Million- 2,500 | 15 |
| | Between 1,000 Million-2,000 | 10 |
| | Less than 1,000 Million | 05 |
| | <i>The bidder will provide requisite documents i.e. Federal Board of Revenue document showing the annual sale of the firm.</i> | |
| 3 | EXPERIENCE OF THE QUOTED PRODUCT SINCE JANUARY, 2022 | 20 |
| | Supply of the quoted product Equivalent or Higher than the advertised quantity in Private Sector Only | 20 |
| | Supply of the quoted product Equivalent or higher than the advertised quantity in Private & Public Sector Only | 13 |
| | Supply of the quoted product at least 60% of advertised quantity in Private & Public Sector Only | 06 |
| | Supply of the quoted product at least 60% of advertised quantity in Public Sector Only | 03 |
| | Supply of the quoted product less than 60% of advertised quantity in Public Sector Only | 00 |
| | <i>The bidder shall provide verifiable documentary evidences like commercial invoices alongwith a summary of sale of quoted product, purchase orders & delivery challan. The bidder shall also provide batch manufacturing record of the product.</i> | |
| 4 | PHARMACY & THERAPEUTIC COMMITTEE (P&TC) | 20 |
| | Clinical experience of the quoted brand in The Children's Hospital, Lahore and in any public / private hospital other than The Children's Hospital, Lahore. | 20 |

Successful sample evaluation by P&TC is mandatory.

QUALIFYING MARKS: 48 OUT OF 80 (60%)

Financial bids of only “Technically Responsive Bidders” will be opened.

BID EVALUATION / QUALIFICATION CRITERIA FOR THE PURCHASE OF DRUG / MEDICINE ITEMS (FOR SOLE AGENTS)

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".

COMPULSORY PARAMETERS

- i. The bidder must submit the valid Agency Agreement (translated in English).
- ii. The bidder must submit valid Drug Sale License.
- iii. The bidder will provide valid Drug Registration Certificate of the quoted product.
- iv. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements shall be considered.

MARKING CRITERIA

| SERIAL NO. | DESCRIPTION | CATEGORY POINTS | GRAND TOTAL |
|------------|---|-----------------|-------------|
| 1 | Bidder & Manufacturer Relationship | | 20 |
| | Sole Agent Certification from Manufacture | | |
| | Less than one year will not be considered | | |
| | More than 5 years | 20 | |
| | Upto 5 years | 10 | |
| | Upto 2 years | 05 | |
| 2 | Local Market Business | | 20 |
| | How many years the quoted product is being marketed in Pakistan? | | |
| | More than 05 years | 20 | |
| | Upto 05 years | 10 | |
| | Upto 02 years | 05 | |
| 3 | Compliance of Quality Standards | | 20 |
| | FDA/ WHO approved | 20 | |
| | Others | 10 | |
| 4 | Export of Quoted Product (foreign principal/manufacturer) | | 20 |
| | Above 5 Countries | 20 marks | |
| | 3-5 Countries | 10 marks | |
| 5 | PHARMACY & THERAPEUTIC COMMITTEE (P&TC) | | 20 |
| | Clinical experience of the quoted brand in The Children's Hospital, Lahore and in any public / private hospital other than The Children's Hospital, Lahore. | | |
| | GRAND TOTAL | | 100 |
| | QUALIFYING MARKS = 60% | | |

Successful sample evaluation by P&TC is mandatory.

QUALIFYING MARKS: 60 OUT OF 100 (60%)

Financial bids of only "Technically Responsive Bidders" will be opened.

Note:-

Any directions / instructions / guidelines issued by the Govt. of Pakistan, Ministry of National Health Services, Regulations & Coordination, may also be applicable


MEDICAL DIRECTOR

The Children's Hospital, University
of Child Health Sciences, Lahore
Phone & Fax No. 042-99203428

G. Award of Contract

| | |
|--------------|---|
| 2.6.5 | Percentage for quantity increase or decrease is: [<i>not more/ less than 15% of total awarded quantity</i>]. |
| 2.6.2 | The Performance Guarantee shall be: [<i>05 percent of the Contract Price</i>]. |
| 2.6.2 | The Performance Security (or guarantee) in the shape of Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque |

Section-V: General Conditions of Contract

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 Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (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 of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair 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 the Special Conditions of Contract.
- (g) "The Procuring Agency" means the organization purchasing the Goods& Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "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. Country of Origin

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

- 5.1. The Supplier shall not, without the Procuring Agency'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 Procuring Agency 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 Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.
- 5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.
- 5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.

6. Patent Rights

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

7. Performance Guarantee

- 7.1. Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.
- 7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
 - (b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque or CDR.
- 7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.
- 8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
- 8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
- 8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and Documents

- 10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

- 10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Inco terms*
- 10.4. Documents to be submitted by the Supplier are specified in SCC.
- 11. Insurance** 11.1. The Goods supplied under the Contract shall be delivered on DDP basis where the seller has the responsibility of insurance.
- 12. Transportation** 12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including (*details to be decided by Procuring Agency as per requirement*) insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.
- 13. Incidental Services** 13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:
- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
 - (ii) original price of goods.
- 14. Spare Parts (for equipments)** 14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2. Warranty certificate with regard to the potency and stability (Including coloration of medicines) of the Drug for human consumption etc. in accordance with the Drugs Act, 1976/DRAP Act 2012/Punjab Drugs (Amendments) Ordinance 2015 & rules framed there under, unless specified otherwise in SCC.
- 15.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.
- 15.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

16. Payment

- 16.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.
- 16.4. The currency of payment is *[Pak Rupees] in DDP cases in Foreign Currency against L/C cases.*

17. Prices

- 17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

- 18. Change Orders** 18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.
- 19. Contract Amendments** 19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.
- 20. Assignment** 20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.
- 21. Sub-contracts** 21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2. Subcontracts must comply with the provisions of GCC Clause 20.
- 22. Delays in the Supplier's Performance** 22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements-
- 22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency 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 Procuring Agency 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 amendment of Contract.
- 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23. Liquidated Damages

23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

24.1. The Procuring Agency, 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 of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;
- (b) if the Supplier fails to perform any other obligation(s) under the Contract; or
- (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; 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, noncompetitive levels and to deprive the procuring agency 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:

- 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. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. 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 process

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination 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.

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency

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

27. Termination for Convenience

27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

- 28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language

- 29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, 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 the same language.

30. Applicable Law

- 30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. Notices

- 31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.
- 31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

- 32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods& Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

Section-VI: Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Children's Hospital, University of Child Health Sciences, Lahore:

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (j)—The Project Site is: *[as mentioned in the specification]*

2. Country of Origin (GCC Clause 3)

[All countries and territories as indicated in Section IV, BDS, of the Bidding documents, as ineligible as declared by Government of Pakistan, if not mentioned in specifications the country of origin mentioned in specification shall over rule]

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be *[Five (05) percent of the Contract Price]*.

GCC 7.4—the Performance Guarantee shall be retained to cover the Supplier's warranty obligations or defect liability period in accordance with Clause GCC 15.2

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:*[if as mentioned in the specifications]*.

5. Packing (GCC Clause 9)

GCC 9.2—*[The packing shall be made such that it can bear the transportation and environmal hardness damaging the pack of goods.]*

6. Delivery and Documents

(GCC Clause 10)

Provision for DDP terms

GCC 10.3— The Supplier shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Agency:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) copies of the packing list identifying contents of each package;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and
- (v) Certificate of origin.

[Other similar documents should be listed, depending upon the Inco term provisions.]

7. Insurance

(GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are: *The price of all types of incidental services quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.*

9. Spare Parts [for equipment]

(GCC Clause 14)

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

10. Warranty

(GCC Clause 15) [Manufacturer's certificate of warranty under Drugs Act 1976/DRAP Act 2012 & rules framed there under for the items covered in drug act]

11. Sample provision

The bidder shall provide three (03) packs of commercial samples of their quoted brand along with its bid. Sample submission is mandatory.

Certificate regarding fulfillments of requirements under Bio safety Act. 2005 and the rules framed there under must be attached for Vaccines/Sera, Biotechnical products etc. For thermo labile items for which storage temperature is 2-8 degree centigrade. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermo log data from factory to Consignee's end.

Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

12. Payment (GCC Clause 16)

Sample provision

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:[satisfactory completion of delivery and fulfillment of documentary and codal formalities]

Payment may be made in Pak. Rupees in the following manner:

(i) Running Bill modality.

(ii) Lump sum modality.

13. Prices (GCC Clause 17)

Sample provision

GCC 17.1—Prices shall be fixed and shall not be adjusted.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction 10%:

Pay liquidated damages to the Procuring Agency, in case of late delivery of goods beyond the periods specified in the Schedule of Requirements and after issuance of subsequent purchase order by the consignee, a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is [one year]:

15. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English

17. Applicable Law (GCC Clause 30)

GCC 30.1—The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes The Children's Hospital, University of Child Health Sciences, Lahore:

—Supplier's address for notice purposes:

19. Product Specifications.

(Detailed technical specifications, given in Award of Framework Contract, will be followed)

20. Labeling and Packing

- i. The manufacturer shall follow the items (Labeling and Packing) Rules 1986, framed under the Drugs Act, 1976.
- ii. However, the name of items (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, manufacturing license no., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of item 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 strip / blister pack (one side aluminum and other side PVC/PVD). Expiry date must be printed on each strip / blister.
- iii. The supplier will be instructed to print/stamp/affix a sticker as per requirement of individual item *(after considering the condition of storage of each item)*.
- iv. The quality of packing material, its labeling, packing structure and printing will be same as that of their commercial supply.
- v. Exemption of Green packing shall be allowed in special circumstances like batch size / value of order / quantity etc.

c) Additional instructions for packing (where applicable)

- 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 Drugs Act, 1976/DRAP Act 2012/Punjab Drugs (Amendments) Ordinance 2015 & rules framed there under on judicial paper.
- ii. The bidder shall supply the Items in special green packing with Logo of the Government of Punjab (exempted for imported items). 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 combo Packs the sterilized water for injection / solvent shall bear the wording/insignia on the vial/ampoules etc. Deface with the following seal.

**“CH&UCHS, LAHORE PROPERTY”
“NOT FOR SALE”**

- iii. After signing of the Contract, the Supplier shall submit the samples of finished items in accordance with the above instructions for approval of the Institution. All subsequent supplies must be in accordance with the approved samples.
- d). **Shelf life**
 - i. The shelf life must be up to **75% for the locally manufactured items** and **65% for the imported items**.
 - ii. The lower limit of the shelf life must be up to 50% with imposition of 1% penalty charges of actual shortfall in shelf life below prescribed limit for both locally manufactured and imported items.
- e). **Testing/Verification Procedures**
 - i. After delivery of items at the Purchaser's premises, the Consignee shall send the samples from **all batches of each consignment** of the supplied store to the Drugs Testing Laboratory, Punjab, for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods before & after receipt of standard quality report of each batch of supplied store issued by DTL concerned under Drugs Act 1976/DRAP Act 2012/ Punjab Drugs (Amendments) Ordinance 2015 & rules framed there under. **All related cost of the lab tests** shall be borne by the Supplier.
 - ii. In case of **Adverse/failure** 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 re-supply 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 **21days (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/DRAP Act 2012/Punjab Drugs (Amendments) Ordinance 2015 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.
 - iv. Moreover, the Supplier will also be responsible to replace the unconsumed and / or expired stores without any further charges.
- f). **Transportation/Delivery Requirements**
 - i. The Supplier shall arrange such transportation of the items 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. The goods shall be delivered through reputable courier service having following features to ensure quality, quantity, safety & efficacy of supplied items:
 - a. Traceable online dispatch and delivery record
 - b. Dispatch facilities as per labeled requirements of items like maintenance of temperature, humidity etc. of the supplies
 - c. All costs associated with the transportation including loading/unloading of items and road taxes shall be borne by the Supplier.
 - d. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermo log data form factory to consignee's end.

g) **Misbranded Drugs in the Govt. Hospital / Institutions**

In compliance of letter No. SO(DCP)H/9-2/2020 dated 18-03-2021 on the subject cited above.

- i. If Drug testing is failed due to misbranding, 25% penalty of all contract amounts will be deducted and action will be taken against the firm.
- ii. Risk Purchase of the same item declared as misbranded will be implemented.
- iii. Process of black listing of the companies who caused this inconvenience & provided misbranded medicines will be initiated by the concerned procuring agencies under the administrative control of SHC&ME Department and Provincial Quality Control Board will also take strict action under rules instead of issuing simple warning.

Section-VII

7.1 Schedule of Requirements

The supplies shall be delivered in accordance with the Purchase Orders issued by The Children's Hospital, University of Child Health Sciences, Lahore as per requirements: -

Respective Consignee's End:

Medical Director The Children's Hospital, University of Child Health Sciences, Lahore.

Free delivery to Consignee's end (DDP) basis:

| MODE OF PENALTY | DELIVERY OF 100% QUANTITY AS PER PURCHASE ORDERS |
|--|---|
| Without Recovery of Late Delivery Charges | 45 days for local & imported items |
| With Recovery of Late Delivery Charges @ 0.067 % per day | After completion of due delivery period specified against each installment penalty 2% per month (0.067% per day) shall be imposed. |
| Risk Purchase | After expiry of prescribed delivery period the Procuring Agency may proceed for risk purchases (at the risk & cost of defaulter) to ensure the un-interrupted healthcare services to the patients |

Section-VIII Sample Forms

8.1 Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]

Date: _____

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 05 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of **[180]** days from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|---------------------------|---------------------|-----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| (if none, state "none") | | |

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

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2 Bidder's JV Members Information Form [Not Applicable]

{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}

{The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture}.

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

| |
|--|
| 1. Bidder's Name: <i>[insert Bidder's legal name]</i> |
| 2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i> |
| 3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i> |
| 4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i> |
| 5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i> |
| 6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6. |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

8.3. Manufacturer's Authorization Form

[To be signed and stamped by the Bidder and to be attached with Technical Bid]

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

8.4. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

| Sr.# | Particulars |
|----------------------------|------------------------------|
| 1. | Name of the company: |
| 2. | Registered Office: |
| Address: | |
| Office Telephone Number: | |
| Fax Number: | |
| 3. | Contact Person: |
| Name: | |
| Personal Telephone Number: | |
| Email Address: | |
| 4. | Local office if any: |
| Address: | |
| Office Telephone Number: | |
| Fax Number: | |
| 5. | Registration Details: |

a) Audited Financial Statement Attachment/Income Tax Returns (Last ____ years)

| | |
|-----|----|
| Yes | No |
|-----|----|

b) Details of Experience (Last 03 Years)

| | | |
|------|--|-----------|
| (i) | Similar Project (Agency/Department) | Item Name |
| | | |
| | | |
| | | |
| (ii) | Value of total Projects/Tenders/POs | Amount |
| | | |
| | | |
| | | |

c) Staff Detail and last month Payroll

| | |
|-----|----|
| Yes | No |
|-----|----|

8.5. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

| | Particulars | | | |
|------------------|-------------|--|---------------------------|--|
| Company Name | | | | |
| Abbreviated Name | | | | |
| | | | | |
| National Tax No. | | | Sales Tax Registration No | |
| | | | | |
| PRA Tax No. | | | | |
| No. of Employees | | | Company's Date of | |
| | | | Formation | |
| | | | | |

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

| | | | |
|---------------------------|--|-----------------|--|
| Registered Office Address | | State/Province | |
| City/Town | | Postal Code | |
| Phone | | Fax | |
| Email Address | | Website Address | |

8.6. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,
[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Supplier) _____
hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE
"PROVISION OF _____" procurement of the following:

1. *[Please insert details]*.

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20__, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.8. Technical Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

| Sr. No. | Item name | Brand name | Country of Manufacturer | Quantity | Country of Origin | Specifications dimensions |
|---------|-----------|------------|-------------------------|----------|-------------------|---------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Stamp & Signature of Bidder _____

8.9. Contract Form

THIS AGREEMENT made on the ____ day of _____ 20____ between [name of Procuring Agency] of [country of Procuring Agency] (hereinafter called "the Procuring Agency") on the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency's Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

8.10. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

| Sr. No. | Item name | Specifications/ dimensions | Country of Origin | Brand name, make & model | Unit price (inclusive of all taxes & duties etc.) | Quantity | Total price (inclusive of all taxes & duties etc.) | Total price (in words) |
|------------------------|-----------|----------------------------|-------------------|--------------------------|---|----------|--|------------------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total price in figures | | | | | | | | |
| Total price in words | | | | | | | | |

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. *(Please refer ITB clause 2.5.6).*

In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

Stamp & Signature of Bidder _____

8.11. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE*[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

| Sr. # | Detail | Responsive | Non-responsive |
|-------|---|------------|----------------|
| 1 | Original receipt for purchase of tender along with Standard Bidding Documents. | | |
| 2 | 2% Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal. | | |
| 3 | All samples of the quoted items must be submitted with the bid in <i>the Purchase Section of The Children's Hospital, University of Child Health Sciences, Lahore.</i> | | |
| 4 | Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old | | |
| 5 | Copy of active Registration with Sales Tax Authorities (STRN) | | |
| 6 | Copy of active Registration (Professional Tax Certificate) | | |
| 7 | Technical Bid Form (as per form 8.9 of Bidding documents) on letter head of the firm duly signed and stamped. | | |
| 8 | Financial Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped. | | |
| 9 | Bid Security Form (as per form 8.11 of Bidding documents) on letter head of the firm, duly signed and stamped. | | |
| 10 | Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped. | | |
| 11 | General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped. | | |
| 12 | Affidavit (as per form 8.6) on non-judicial Stamp Paper of Rs. 100/- (i) The firm is not blacklisted from any Department. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department. Affidavit for correction of information Form (as per affidavit form of Bidding documents). | | |
| 14 | i. Work order / supply order / purchase order of previous relevant experience. ii. Company profile. Staff list along with location and address <i>[where applicable]</i> . iii. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last year). iv. Bidders profile Form (as per 8.4 forms of Bidding documents) on letterhead of the firm, duly signed and stamped. | | |

Stamp & Signature of Bidder _____

BIDDING DOCUMENT

No. Maintenance/53951/ /CH&UCHS Dated: 08-09-2023

STANDARD BIDDING DOCUMENT FOR Procurement of ACs for the year **2023-2024**



**THE CHILDREN'S HOSPITAL,
UNIVERSITY OF CHILD HEALTH SCIENCES,
FEROZEPUR ROAD, LAHORE.**

Ph No. (+92-042)99230901-23 Fax No. (+92-042) 99230358

A. Instructions to Bidders (ITB)

General Instructions:

1. Content of Bidding Document

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

- (a) Instructions to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Contract Form;
- (g) Manufacturer's Authorization Form;
- (h) Performance Guaranty Form;
- (i) Bid Form; and
- (j) Price Schedule

1.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 1.1 said Bidding Documents shall take precedence.

1.3 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.

2. Source of Funds

2.1 Government of Punjab.

3. Eligible Bidders

3.1 This Invitation for Bids is open to all original Manufacturers/authorized sole Agents of Foreign / Distributor Local manufacturers in Pakistan for supply of goods.

3.2 The bidder must possess exclusive authorization from the Foreign/Local Manufacturer/Distribution.

3.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.

4. Cost of Bidding

4.1 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.

5. Clarification of Bidding Documents

5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to **any request for clarification of the bidding documents, which it receives not later than seven (07) 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.

6. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

6.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing, and shall be binding on them.

6.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

7. Qualification and Disqualification of Bidders

- 7.1 In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 29.2.
- 7.2 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
- 7.3 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false and materially inaccurate or incomplete.
- 7.4 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be black listed.

8. Corrupt or Fraudulent Practices

- 8.1 The Procuring Agency requires that all Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of rule 2 (P) of PPRA 2014 and its subsequent amendments, if any, the Procuring Agency:
- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - (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.
 - b. shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

Preparation of Bids

9. Language of Bid

- 9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in English.

10. Documents Comprising the Bid

- 10.1 The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial proposal);
 - (b) Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
 - (c) Documentary evidence established in accordance with ITB Clause 15 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

11. Bid Form and Price Schedule

11.1 The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents (Annexure A Form), indicating the goods to be supplied, a brief description of the goods, specifications, taxes, quantity, prices, make, model, country of origin, country of manufacturer.

12. Bid Prices

12.1 The Bidder shall indicate on the Price Schedule the unit prices and total Package Price of the goods, it proposes to supply under the Contract, with all supporting work, Material and Labor if any.

12.2 Form for Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom.

12.3 The Bidder should quote the prices of goods according to the technical specifications for complete package/Tender. The specifications of goods, different from the demand of enquiry and packaged items, shall straightway be rejected.

12.4 Prices offered should be for complete package/Tender with accessories; detail of which is already mentioned in the technical specifications.

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

13. Documents Establishing Bidder's Eligibility and Qualification

13.1 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.

13.2 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 as defined under ITB Clause 3.

13.3 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:

- (a) The Supplier/ agent shall have to produce Exclusive letter of authorization / Sole Agency /Local Distribution Certificate from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided, or joint venture/ consortium/ alliance of the local Sole agents/manufacturers.
- (b) National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by the bidder(s).
- (c) The Bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a local body or a public sector organization. On account of submission of false statement the Bidder shall be disqualified forthwith and subsequently black listed.
- (d) The Bidder should have strong engineering background and necessary tools/ test equipment, trained staff for the goods required after sales services.
- (e) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 11, 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.

14.2 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.

14.3 Submission of sample if so required by the Technical Committee; the bidder shall provide the sample or give demonstration as per requirement for evaluation/ satisfaction of the Committee.

14.4 Submission of Original Purchase Receipt of tender.

14.5 Alternative bid is not allowed also a bidder cannot submit two bids. If the bidder quotes an alternative bid or submit two bids then the bidder will be considered as non-responsive.

15. Bid Security

15.1 Bid Security is 2% of the estimated cost (with standard accessories) in the shape of irrevocable **Bank Guarantee or CDR** from scheduled bank. Bid Security amounting to less than 2% shall not be acceptable

15.2 Bid Security is **2%** of the total estimated price; denominated in Pak Rupees;

15.3 Separately against each package/Tender given in this tender document;

15.4 As a part of technical bid envelop, failing which will cause rejection of bid;

15.5 In the form of **Call Deposit Receipt (CDR) or Bank Guarantee** (issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document) in the name of the Purchaser;

15.6 Have a minimum validity period of one hundred eighty (180) days from the last date for submission of the tender or until furnishing of the Performance Security, whichever is later.

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

17.6.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

17.6.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

17.6.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

15.8 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security

16. Bid Validity

16.1 Bids shall remain valid for a period of **180 days** after 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.

16.2 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 reasons 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. Such extension shall not be for more than the period equal to the period of the original bid validity.

16.3 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, if any.

Submission of Bids

17. Format and Signing of Bid

17.1 The bid shall be typed and shall be signed by the Bidder or Lead Bidder (in case of tender with the permission of alliance/ Joint venture for the bidding of complete package i.e. more than one equipment in a single tender) 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.

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

17.3 All bidding documents to be duly attested (signed and stamped) by the authorized person of bidder or Lead Bidder.

18. Sealing and Marking of Bids

18.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. It should contain the package name and its item **Sr. No.** in bold form.

18.2 The inner and outer envelopes shall:

a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

b) bear the Institution/Hospital name and number indicated in the Invitation for Bids, and shall be inscribed by the following sentence: "DO NOT OPEN BEFORE." to be completed with the time and the date specified in the invitation for Bid.

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

18.4 If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified under ITB Clause 19.1 not later than the time and date specified in the Invitation for Bids.

19.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

20. Late Bid

20.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 21 shall be rejected and returned unopened to the Bidder.

21. Withdrawal of Bids

21.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

21.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 18.2. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

The Bidding Procedure

22. Single stage – two envelopes bidding procedure

22.1 Single stage – two envelopes bidding procedure shall be applied:

- (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 does not conform to the specified requirements;
- (vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (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. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective Bidders; and
- (ix) The bid found to be the lowest evaluated bid shall be accepted.
- (x) The procuring agency may adopt any other bidding procedure depending on the nature of procurement / Type of Goods / Equipment to be procured as per the methods of procurement prescribed in PPRA 2014 and its subsequent amendments, if any.

Opening and Evaluation of Bids

23. Opening of Bids by the Procuring Agency

23.1 The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL” in the presence of Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Bidders’ representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the envelope marked as “FINANCIAL PROPOSAL” shall remain unopened and shall be retained in safe custody of the Procuring Agency till completion of the evaluation process.

23.2 The Bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal/ bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 21. However, at the opening financial proposals (the date, time and venue would be announced later on), the bid

prices, discounts (if any), and the presence or absence of requisite bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

23.3 The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

24. Clarification of Bids

24.1 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 bid like indication or re-indication of make/model/brand etc. shall be sought, offered, or permitted.

25. Preliminary Examination

25.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

25.2 In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

25.4 Prior to the detailed evaluation, pursuant to ITB Clause 27 the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

25.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

26. Evaluation and Comparison of Bids

26.1 The Procuring Agency shall evaluate and compare the bids on the basis of Single items/ Complete package (As demanded in the advertised tender), which have been determined to be substantially responsive, pursuant to ITB Clause 25.

26.2 The Procuring Agency's evaluation of technical proposal/ bid shall be on the basis of previous performances, test reports, inspection of plant/ factory/ premises, previous experience of similar contracts, availability of engineering staff and their capabilities, inventory of spare parts, workshop facility to provide the after sales services, financial soundness and such other details as already highlighted. However, the evaluation of financial proposal shall be on the basis of price.

26.3 All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 29) and other terms and conditions set forth in these bidding documents.

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

27. Evaluation Criteria

27.1 For the purposes of determining the lowest evaluated bid, factors other than price such as previous performances, previous experience, engineering/ technical capabilities, repair/ calibration tool, workshop facilities, financial soundness and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration and these should be available with the bidder. The following evaluation factors/ criteria will be employed on **technical proposals**.

27.2 Technical Evaluation Criteria

Technical Evaluation Criteria

1. For evaluation of bids **KNOCKED DOWN CRITERIA** will be applied. The bids conforming to the specifications and pre-requisite conditions indicated in specifications and evaluation criteria will be considered for further technical evaluation.
2. The technical evaluation of tenders will be carried out by the designated Technical Evaluation Committee of Procuring Agency.
3. The bid must comply with the advertised technical specifications of the quoted single item/ complete package. Incomplete offer will straightaway be rejected.
4. The bidder must possess Exclusive/Sole authorization /Distribution agreement from the Manufacturer.
5. The Manufacturer should have documentary evidence to the effect that they are the original Manufacturer of the quoted product with indication of manufacturing site and its location.
6. Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the local sole agent and in case of change of local agent, they will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning.
7. A Certificate from the manufacturer that the installation will be conducted in conformity with the system requirements by following the professional approach.
8. Satisfactory Past performance of the bidder for quoted product.
9. Sufficient Technical and Engineering capabilities of the firm; where after sales services are necessary (attach a list of technical and engineering staff, special testing equipment/calibration/ repair tools for equipment).
10. The firm must have all kind of testing and calibration equipment which is required to maintain the products which they are dealing. The list of all required testing equipment will be provided along with the bid including its model number and serial numbers. The available testing equipment must be calibrated. The offers without non-availability of required testing equipment will be straightaway rejected.
11. Submission exclusive /Sole /Authorization / Distribution authorization letter of manufacturer assuring full guarantee and warranty obligations as per enclosed manufacturer authorized form with the bid document.
12. The products must bear the relevant international applicable quality standards.
13. The firms shall also declare the make, model, country of origin of all accessories to be provided with the equipment.
14. The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services.
15. An affidavit from bidder of Rs.100/- stating that their firm is not blacklisted by any of the Federal and Provincial Government or organizations of the State/ Central Government in Pakistan.
16. The template of technical evaluation report is attached as Annex - . The Technical status of offers will be declared as Responsive, Non Responsive and Substantially Responsive.
17. The offer will be considered as responsive if it fully meets the tender requirement and specifications. The offer which will not be as per requirement of tender and specifications is to be declared as non responsive. The offer which contains the minor deviations from the specifications and the deviations would not have any kind of effect on the quality, efficiency, reliability and durability of products will be declared as substantially responsive, This need to be determined by the Technical Evaluation Committee. The offers which are declared as Responsive and Substantially Responsive will be considered as equivalent for the onward proceedings of tender.

27.2.1 Bidders are required to submit the information in the following format alongwith documentary evidence as under.

27.2.2 Profile of the Bidder

| Sr.# | Particulars | |
|------|--|--|
| 1. | Name of the company | |
| 2. | Registered Office | |
| | Address | |
| | Office Telephone Number | |
| | Fax Number | |
| 3. | Contact Person | |
| | Name | |
| | Personal Telephone Number | |
| | Email Address | |
| 4. | Local office if any | |
| | Address | |
| | Office Telephone Number | |
| | Fax Number | |
| 5. | Bid Signing Authority | |
| | Name | |
| | Address | |
| | Personal Telephone Number | |
| | Email Address | |
| | Please enclose Authorization or Power of Attorney to sign and submit the Bidding | |
| 6. | Address for communication under the current Bidding | |
| 7. | Registration Details | |
| | NTN Registration Number | |
| | GST Registration Number | |
| | Banker's Name, Address and Account Numbers | |

a) Bid Security@2% OF EASTIMATED COST

| # | Particulars | Please furnish details |
|----|----------------------|------------------------|
| 1. | Name of the Bank | |
| 2. | CDR / Bank Guarantee | |
| 3. | Date | |

b) Details of Balance Sheet (last three years)

| # | Audited Balance Sheets | Bidder |
|----|---|--------|
| 1. | 2017-18 | |
| 2. | 2018-19 | |
| 3. | 2019-20 | |
| 4. | Please enclose audited annual balance sheets. | |

c) Details about Income Tax (last three years)

| # | Audited years | Bidder |
|----|-----------------------------------|--------|
| 1. | 2017-18 | |
| 2. | 2018-19 | |
| 3. | 2019-20 | |
| 4. | Please enclose Income Tax Returns | |

d) Details about Annual Turnover (last three years)

| # | Audited years | Bidder |
|----|---------------|--------|
| 1. | 2017-18 | |
| 2. | 2018-19 | |
| 3. | 2019-20 | |

27.2.3 Submission of original receipt of purchase of tender.

27.3 Financial proposals would be evaluated as follows:

- i) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
- ii) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of technically non-responsive Bidders shall be returned unopened). These financial proposals shall be then opened, and the total prices read aloud and recorded.
- iii) Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- iv) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.
- v) The bidders will quote the Price Schedules. The total price of the system will be calculated by converting the price to single currency (Pak Rs.) on the rate of date of opening of Financial Proposal; in case of import of item.
- vi) The lowest responsible bidder will be declared with standard accessories. The price of optional items will not be considered while establishing the lowest bid.

28. Contacting the Procuring Agency

28.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

28.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

29. Rejection of Bids

29.1 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.

29.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 30.1 towards Bidders who have submitted bids.

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

29.4 The items contained in the tender / package should be bid in total and technical rejection of any item not complying with the technical specifications may lead to the rejection of complete package/Tender.

30. Re-Bidding

30.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 30, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

30.2 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.

31. Announcement of Evaluation Report

31.1 The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

Award of Contract

32. Acceptance of Bid and Award criteria

32.1 The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government or having less Bid Security shall be awarded the Contract, within the original or extended period of bid validity for complete package/Tender.

32.2 The Bidder having lesser Bid Security will be rejected as non-responsive and Acceptance of Bid be awarded to next bidder; being the responsive lowest bidder.

33. Procuring Agency's right to vary quantities at time of Award

33.1 The Procuring Agency reserves the right at the time of Contract award to increase the quantity of goods originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

34 Limitations on Negotiations

34.1 Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the PPRA 2014 and its subsequent amendments, if any.

35. Notification of Award

35.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter that its bid has been accepted.

35.2 The notification of Award shall constitute the formation of the Contract.

36. Signing of Contract

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

36.2 Within ONE week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract. The Procuring Agency shall issue Purchase Order on the same date of signing of Contract after ensuring the submission of Bank Security for execution of the contract by the Contractor. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their Bid Security/ Contract Security to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for three years for future participation. In such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

The contract is to be made on 04 stamp paper worth of Rs. @ 0.25% 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.

37. Performance Guarantee

37.1 On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be **5%** of the contract amount. The performance security shall be deposited in the shape of Deposit at Call / Bank Guarantee.

37.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Clause 38.1 shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

38. Schedule of Requirement

38.1 The supplies shall be delivered/ shipped within **30 or 15 (As per Quality)** w.e.f. the next date after the date of issue of Purchase Order (without penalty)/ opening of LC, and with prescribed penalty, as per following schedule of requirement:

| Mode of penalty | Shipping/Delivery Period |
|------------------------|---|
| Without Penalty | 30 or 15 (As per Quality) Days (Procuring agency may vary the delivery period according to the nature and volume of goods) |

39.2 However, in special cases, delivery period can be fixed shorter or higher than the above mentioned schedule of requirement as deem appropriate by the Procuring Agency.

39.3 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.067% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

39.4 The delivery period will be started from the date of issuance of Purchase order to the Contractor.

40. Redressal of grievances by the Procuring Agency

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

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

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

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

40.5 Any bidder not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant court of jurisdiction.

B. 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 Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 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 machinery and other items which the Supplier is required to supply to the Procuring Agency 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 Institute/ Hospital, Insurance, transportation of goods up to the desired destinations, commissioning, training and other such obligations of the supplier covered under the Contract.
- e. "GCC" mean the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Procuring Agency" means the Medical Director / Project Director, The Children's Hospital, University of Child Health Sciences, Lahore or the procuring agency advertised the tender.
- h. "The Procuring Agency's Country" is the country named in SCC
- i. "The Supplier" means the individual or firms or joint venture supplying the goods under this Contract.
- j. "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. Use of Contract Documents and Information

3.1 The Supplier shall not, without the Procuring Agency'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 Procuring Agency 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.

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

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

4. Patent Rights

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

5. Installation & Commissioning

5.1 Complete installation & commissioning including required accessories will be the responsibility of the firm.

6. Ensuring Storage/ Installation Arrangements

6.1 To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. In case the Supplier abides by the given time frame he shall not be penalized for delay.

6.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

7. Inspections and Tests

7.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

7.2. For the purpose of inspections and tests of equipment. The Supplier shall furnish all reasonable facilities and assistance, to the inspectors at no charge to the Procuring Agency. In the event that inspection & testing is required prior to dispatch and categorically mentioned in the LC clauses, the goods shall not be supplied unless a satisfactory inspection report has been issued in respect of those Goods by the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer/ Supplier.

7.3 The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.

7.4 The Procuring Agency's right to inspect the premises of bidders/ lead bidders/ firms of alliance to inspect their premises/ setups ensuring proper after sales services.

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

8. Physical Examination/ Inspection of Goods

8.1 The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved sample as decided by the Procuring Agency.

8.2 The Inspection Team will be designated by the Procuring Agency which will inspect each of the equipment/ goods as per contracted specifications and installation protocols recommended by the manufacturers.

9. Delivery and Documents

9.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is maximum 30 or 15-(As per Quality) date of issuance of this contract or opening/Establishment of LC. The details of original documents to be furnished by the Supplier are as follows;

- a. Operational Manuals of the Products.
- b. Service Manuals indicating step by step service/ maintenance protocols of each of the equipment.
- c. Any other requirement by the procuring agency.

10. Insurance

11. Transportation

11.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

11.2 Transportation including loading/ unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract.

12. Incidental Services

12.1 The Supplier shall be required to provide all the incidental service charges and the cost of such incidental services include in total Contract price.

12.2 The Procuring Agency will not pay any extra amount against any expenditure incurred on it, as the Contract shall be construed as fixed amount Contract and includes all costs.

12.3 The Procuring Agency will provide all the necessary documentations for facilitation but no amount to be given in any case except the Contracted amount.

12.4 All Custom Duties, if any, Octroi, Clearing Charges, transportation etc will be borne by the Contracting firm. However, Procuring Agency will provide all necessary documents for facilitation but no amount to be given in any case except the Contracted amount.

13. Warranty

13.1 A comprehensive warranty minimum five (05) years of compressor or as maximum warranty offered by manufacturer.

13.2 Standard warranty of Indoor & Outdoor unit as offered by manufacturer.

14. Payment

14.1 The payment will be made 100% after presentation of the delivery/ Installation/commissioning/completion/execution report of the contract and all other works described in Contract. Unless otherwise part payment, part delivery mentioned in the specifications.

15. Prices

15.1 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 expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

16. Contract Amendments

16.1 No variation in or modification of the terms of the Contract shall be made.

16.2 No variation in finalized brands / makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non availability due to international mergers of the manufacturers or similar unavoidable constraints.

17. Assignment

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

18. Subcontracts

18.1 The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract except the firms involved in the Joint Venture/ Consortium.

19. Delays in the Supplier's Performance

19.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

19.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency 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 amendment of Contract.

19.3 Except as provided under GCC Clause 8.2, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the application of liquidated damages.

20. Penalties/Liquidated Damages

20.1 In case of late delivery beyond the presented period, penalty as specified in SCC shall be imposed upon the Supplier/ Manufacturer. The above Late Delivery (LD) is subject to GCC Clause 24, including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 23.

20.2 If the firm provide substandard item and fail to provide the item the payment of risk purchase (which will be purchased by the indenter) the price difference shall be paid by the Firm.

21. Termination for Default

21.1 The Procuring Agency, 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, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 8.2; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: **"corrupt practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.
"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

22. Force Majeure

22.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to miss-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Ministry of Health, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

23. Termination for Insolvency

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

24. Arbitration and Resolution of Disputes

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

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

24.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

25. Governing Language

25.1 The Contract shall be written in English language. Subject to GCC Clause 28, 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 confirmed to other party's address specified in SCC.


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

28. General:

28.1 The Bank Guarantee / CDR will be discharged after successful installation, commissioning, servicing and completion of warranty period (or for any other period mentioned in the specifications). A clearance letter/NOC will be issued by the head of concerned institution.

2. Correspondence addresses

Procuring Agency


PROF. DR. TIPU SULTAN
M.B.B.S., F.D.P.S., M.Sc. (UK), F.R.C.P.(N), LONDON
Prof. of Paediatric Neurology
Medical Director

Contracting Firm

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The Children's Hospital University of Child Health Sciences

Ferozepur Road, Lahore Phone # (92) (42) 99230901-23 Fax # 99231560



INVITATION FOR BIDS

Sealed bids are required from the firms having established credentials in terms of Technical, Financial and Managerial capabilities for the **Procurement of the following items** for The Children's Hospital, University of Child Health Sciences, Lahore as per detail given below during the financial year **2023-2024**.

| Sr. No. | Items Description | Quantity | Mode of Purchase | Estimated Total Price (Million.) |
|---------|---|-------------|------------------|----------------------------------|
| 1. | Framework Contract for Bulk Purchase of Medicines (V) | As per list | FOR | 200 Million |
| 2. | 4 Ton AC Cabinet Type Floor Standing (Non Inverter) | 35 | FOR | 14.87 Million |
| 3. | Split AC 1 ½ Ton (Wall mounted) (Non Inverter) | 25 | FOR | 5.13 Million |

- Interested bidders may get the bidding document along with detailed specifications from the office of The Medical Director, The Children's Hospital, University of Child Health Sciences, Ferozepur Road, Lahore on submission of written application on letter head and a copy of CNIC along with payment of non-refundable fee of **Rs.2,000/-** each item (Two thousand only). The bidding document can also be downloaded from the website www.ppra.punjab.gov.pk and The Children's Hospital, University of Child Health Sciences, Lahore website www.chich.edu.pk. Detailed specifications shall be issued as per advertisement given in PPRA and Health Department Website.
- 02% Bid Security** of the estimated cost shall be **attached in original with the technical bid** in the shape of CDR / Bank Guarantee issued from any scheduled bank otherwise tender will be rejected
- Single Stage – Two Envelopes** bidding procedure shall be applied. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- Procurements shall be governed under the Punjab Procurement PPRA Rules 2014 (amended till to date).
- Pre-bid meeting (for Procurement of Air Conditioner) shall be held on **26-09-2023** at **11:30 a.m.** in the Conference Room (Admin Block) The Children's Hospital, University of Child Health Sciences, Lahore. All interested bidders are requested to submit their reservations, if any, in writing by which will be discussed in the meeting for appropriate decision.
- All bids should be submitted in **tape binding**. Bids with loose papers shall be rejected straightaway. 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 otherwise bid shall be rejected straightaway.
- Sealed bids are required to be brought in person by the authorized representative of the interested bidders on **04-10-2023** till **11:00 a.m.** and shall be opened on the same day at **11:30 a.m.** in the conference room of the admin block the children's hospital, Lahore in the presence of the bidders or their authorized representatives by the purchase committee.
- In case the date of opening or last date of sale of tender documents is declared as a public holiday by the Government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale, submission and opening of tenders accordingly. The time and venue shall remain the same.

PROF.DR. TIPU SULTAN
MBBS, FCPS, M Sc (UK), (FRCPCH) (LONDON)
Prof. of Paediatric Neurology
Medical Director

Performance Guarantee Form

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the _____ day of _____, 2023 _____

Signature and Seal of the Guarantors/Bank

Address

Date

- Note:**
1. It should be valid for a period equal to the warranty period.
 2. The contract will be signed/ issued after submission of this Performance Security.
 3. The firm may submit the Performance Security for the Complete Package by the Lead Contractor or individually for the respective portions of the firms in case of alliance.

(Sample)

Contract Form

(On stamp paper worth Rs. @ 0.25 paisa per every one hundred rupees of the total value of the contract)

THIS CONTRACT is made at _____ on _____ day of _____ 2023, between the (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (*firm name*) a firm 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 Procuring Agency invited bids for procurement of goods, in pursuance where of 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 Procuring Agency has accepted the bid by the Supplier for the supply of (*item name*) and services in the sum of Rs (*amount in figures and words*) cost per unit, the total amount of (*quantity of goods*) shall be Rs (*amount in figures and words*) for free delivery items and/or unit price

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. 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":
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
 - a. the Price Schedule submitted by the Bidder,
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Conditions of Contract;
 - f. the Procuring Agency's Notification of Award;
 - g. the scope of work;
 - h. the Contract; and
 - i. the Bid & its clarifications.
 - j. the contracted specifications (attached as annexure)
 - k. any undertaking provided by the firm
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
7. [*The Supplier*] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall

not take any action to circumvent the above declaration, representation or warranty.

8. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be voidable at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[The Supplier]* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Seller/ 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 Government of the Punjab.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the arbitrator shall be final and binding on the Parties.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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 by the Manufacturer/
authorized Supplier/ authorized Agent

Signed/ Sealed by Procuring Agency

1.

1.

2.

2.

Note: 1. In case of alliance; all the firms have to sign this document jointly along with Procuring Agency, as all firms will bear equal responsibility in execution of the contract.

Bid Form

Date:
Tender No:
Name of the Item:

To: *[Name and address of Procuring Agency]*

Respected Sir

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

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of ____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of *[number]* days from the date fixed for bid opening under ITB Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of bidder
(if none, state "none")."

Amount and Currency

Dated this day of , 2023

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

Price Schedule

(FOR Tender)

Name of Bidder_____

Tender No. and the name of the package/Tender _____

| Item. No. | Name of Item (As listed in invitation of bid) | Make | Model | Country of Origin / Manufacturer | Supplier | Qty |
|-----------|---|------|-------|-------------------------------------|----------|-----|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Sign and Stamp of Bidder_____

- Note:**
1. In case of discrepancy between unit price and total, the unit price shall prevail.
 2. Foreign currency rate will be considered on the date of opening of Financial Bid as per selling rate announced by the National/ State Bank.

Price Schedule

(FOR Tender)

Name of Bidder _____

Tender No. and the name of the package/Tender _____

| Item. No. | Name of Item (As listed in invitation of bid) | Make | Model | Country of Origin / Manufacturer | Supplier | Qty | Unit Price (Rs) | Total Price for each item (Rs) |
|-----------|---|------|-------|-------------------------------------|----------|-----|--------------------|--------------------------------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | Total FOR Cost (Rs.) | | | | | | | |

Sign and Stamp of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

(TEMPLATE)

TECHNICAL EVALUATION SHEET

Package no/Tender Number:_____

Name of the Equipment and Qty:_____

PART- I

KNOCK DOWN CRITERIA - (BID EVALUATION)

(To be evaluated by Purchase Department)

| Sr. No. | Evaluation Parameters | M/S ABC | M/S XYZ |
|----------|---|---|---|
| 1 | Complete Package/Tender (Mandatory) | Yes / No | Yes / No |
| 2 | Original Receipt of Tender & Bidding Documents (Mandatory) | Yes / No | Yes / No |
| 3 | Affidavit from Bidder | Yes / No | Yes / No |
| 4 | Bid Security in the shape of CDR / Bank Guarantee (Mandatory) | Yes / No | Yes / No |
| 5 | Bid Validity (180 days) (Mandatory) | Yes / No | Yes / No |
| 6 | Delivery Period (Mandatory) | Yes / No | Yes / No |
| Remarks: | | (Eligible/ Not Eligible for further evaluations of PART-II) | (Eligible/ Not Eligible for further evaluations of PART-II) |

1**PART- II****KNOCK DOWN CRITERIA - (VENDOR EVALUATION)****(To be evaluated by Technical Evaluation Committee)****(All evaluation parameters defined below are mandatory for compliance.)**

| Sr. No. | Evaluation Parameters | M/S ABC | M/S XYZ |
|---------|---|--|--|
| 1 | Exclusive Authorization / Sole Agent / Distributors Certificate by the Manufacturer | Yes / No | Yes / No |
| 2 | Bidder Past performance | Yes / No | Yes / No |
| 3 | Availability of relevant Tools and Testing / Calibration Equipment | Yes / No | Yes / No |
| 4 | Warranty | Yes / No | Yes / No |
| | Remarks: | (Eligible/ Not Eligible for further evaluations of PART-III) | (Eligible/ Not Eligible for further evaluations of PART-III) |

| | | | | |
|---|---|-------|--|--|
| PART – III KNOCK DOWN CRITERIA - PRODUCT EVALUATION (All evaluation parameters defined below are mandatory for compliance.) | | | | |
| Item Sr.No | SPECIFICATION COMPLIANCE /EVALUATION PARAMETERS | | | |
| 1 | Name of Products | Brand | | |
| | | Model | | |
| Country of Origin / Manufacturer | | | | |
| Country of Origin of Product/Model Number | | | | |
| Compliance with defined quality standards | | | | |
| Specification Compliance features wise: | | | Remarks | Remarks |
| Specifications: | | | Technically Acceptable /Not (Mention the reasons) | Technically Acceptable /Not (Mention the reasons) |
| Technical Eligibility of Product: | | | Eligible / Not Eligible | Eligible / Not Eligible |
| Technical Eligibility of Firm: | | | Eligible / Not Eligible | Eligible / Not Eligible |
| Technical Status: | | | Responsive/Substantially Responsive/Non Responsive | Responsive/Subst antially Responsive / Non Responsive |

Note:

1. Non compliance of evaluation parameters defined as mandatory will be considered as straightway rejection of bid for further evaluation.
2. Detail of rejection of any bid will be mentioned in detail.
3. The Technical status of offers will be declared as Responsive, Non Responsive and Substantially Responsive.
4. The offer will be considered as responsive if it fully meets the tender requirement and specifications.
5. The offer which will not be as per requirement of tender and specifications is to be declared as non responsive.
6. The bid with minor deviations without any effect on the quality, efficiency, reliability and durability of products will be declared as substantially responsive. The minor deviations will be determined by the Technical Evaluation Committee.
7. The bids declared either as Responsive or Substantial Responsive will be considered as acceptable bid for further processing.
8. Sample, where required by the procuring agency will be evaluated by the Technical Evaluation Committee by analyzing its Production quality, Design, Reliability, Conformance to the specification and safe for the usage etc. This report will become the part of above Performa as sample evaluation report.
9. In case of requirement, Procuring Agency / Technical Evaluation committee may inspect the premises of bidder to inspect the Technical and Managerial Capability/ setups for ensuring proper after sales services.