

BID NOTICE

THE CHILDREN'S HOSPITAL & THE INSTITUTE OF CHILD HEALTH LAHORE.

Health Welfare Committee (Social Welfare Office) of The Children's Hospital & the Institute of Child Health, Lahore required services of eligible vendors (having business of pharmacy/pharmacies holding valid retail drug license on FORM 9 with minimum one year operational pharmacy experience from the date of issuance of drug sale license for the supply of medicine/surgical disposable items etc, for the year 2020-2021.

Sr. No.	Name of Items	Date & time of Closing	Date & time of opening	Bid Security (Rs.)	Performance Guarantee to be submitted by the successful bidders
1	Frame work contract for the purchase of Medicines/ Surgical Disposable items etc.	19-12-2020 11:00 AM	19-12-2020 11:30 AM	2% of total estimated budget	5% of total estimated budget

Note:-

1. Procurement shall be governed by the **Punjab Procurement Rules (PPRA) 2016** (amended).
2. **Bidders** may obtain bidding documents from the date of publication from the office of the undersigned with detail of the tender enquiry items on submission of a written request on firm letter head and a copy of CNIC and payment of bid fee **Rs.1000/-** (Non –refundable) from cashier of this hospital.
3. Single stage:- Two envelope bidding procedure will be applied. The envelopes should be marked as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** in bold and eligible letters.
4. The financial proposal of bids found technically non –responsive shall be returned unopened to respective bidders.
5. Sealed bids are required to be brought in person by the authorized representative of the interested bidders at **11:00 a.m.** on above stated date to be put in tender box place in the office of undersigned which will be opened on the same day as per schedule give above in the presence of the bidders (who choose to be there) or their authorized representatives.
6. All bids should be submitted in tape or ring binding. Bids with loose paper shall be rejected straightway. All documents should contain proper page marking, attached in sequences as indicated for evaluation in the bidders documents and signature of authorized person. Moreover, signing and stamping of each page of bidding document / form is mandatory otherwise bid shall be rejected straightway.
7. In case the date of opening or last date of sale of bidding 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 bids accordingly. The time and venue shall remain the same.


MEDICAL DIRECTOR
Convener / HWC
The Children's Hospital & ICH, Lahore

**BID FOR THE SUPPLY OF MEDICINE / SURGICAL /
DISPOSABLE ITEMS ETC. ON FRAME WORK
CONTRACT BASIS FOR THE YEAR 2020-2021**



**HEALTH WELFARE COMMITTEE
THE CHILDREN'S HOSPITAL & THE INSTITUTE
OF CHILD HEALTH, Ferozpur Road, Lahore.**

Ph: No. (+92 42) 99230901-23

Fax No. (+92 42) 99230358



INVITATION FOR BIDS

BID REFERENCE NO.

Dated

BID FOR THE SUPPLY OF MEDICINES / SURGICAL/ DISPOSABLE ITEMS ETC. ON FRAME WORK CONTRACT BASIS (LOCAL PURCHASE) FOR SOCIAL WELFARE DEPARTMENT OF THE CHILDREN'S HOSPITAL & THE INSTITUTE OF CHILD HEALTH, LAHORE FOR THE YEAR 2020-2021

1. Social Welfare Department of The Children's Hospital & the Institute of Child Health,, Lahore invites sealed bids from Retail Pharmacies, having valid Drug sales licenseon form No.9 issued by the competent authority for the Procurement of Medicines/Surgical / Disposable Items etc. on Frame work contract basis for the year **2020-2021** on free delivery to Consignee's end basis. The bidder having established credentials in terms of technical, financial and managerial capabilities for local purchase of Medicines / Surgical / Disposable Items etc. on Frame work contract basis.The Government of Punjab has allocated funds in the specific head of account for the purpose of the local Purchase of Medicines /Surgical/ Disposable Items etc..
2. Interested bidders may get the bidding documents with detail terms & conditions from the **Social Welfare Department** on submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of **Rs. 1000/- (One thousand only)** for each set of bidding documents. The bidding document can also be downloaded from the website www.ppra.punjab.gov.pk and The Children's Hospital & the Institute of Child Health, Lahore website www.chich.edu.pk . Detailed list shall be issued as per advertisement given in PPRA and Health Department Website.
3. 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 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.
4. 02% Bid Security of the estimated cost shall be attached with the technical bid in the shape of CDR / Bank Guarantee he issued from any schedule bank otherwise tender will be rejected (estimated cost is available in the bidding documents).
5. The firm must have computer systems with internet facilities having relevant qualified staff and detail of each should be submitted.
6. Sealed bids are required to brought in person by the authorized representative of the interested bidders on 19-12-2020 till 11:00 AM. 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 bidders or their authorized representative by the purchase committee.
7. All bids should be submitted in tape /ring binding. Bids with loose papers shall be rejected straightway. All documents should contain proper pagemarking, 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 otherwise bid shall be rejected straightway.
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 Bids accordingly. The time and venue shall remain the same.
9. The procurement shall be governed by the Punjab Procurement Rules, 2014(amended).

MEDICAL DIRECTOR

Convener / HWC

The Children's Hospital & ICH, Lahore

INSTRUCTIONS TO BIDDERS

1. Source of Funds:

Social Welfare Department of The Children's Hospital & the Institute of Child Health,, Lahore allocated funds for purchase of items which will be utilized by Social Welfare Department of The Children's Hospital & the Institute of Child Health,, Lahore on frame work contract basis during the year **2020-2021**. These items will include Medicines / Surgical / Disposable items etc. on Free Delivery basis to the hospital.

2. Eligible bidders:

This Invitation for Bids is open to all Pharmacies having valid Drug Sale License issued by the competent authority. The firms in close proximity, would be preferred. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.

3. Eligible Goods and Services:

All goods and related services to be supplied under the contract shall be governed by the Drug Act 1976 and rules framed there under.

4. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

THE BIDDING DOCUMENTS

1. Content of Bidding Documents

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

- a. Instructions to bidders.
- b. Terms & Conditions of Contract.
- c. Mandatory Terms & Conditions & Bid Evaluation Criteria.
- d. Schedule of Requirements.
- e. Contract Form.
- f. Manufacturer's Authorization Form;
- g. Performance Guaranty Form;
- h. Bid Form; and

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

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

iv. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.

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

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

TERMS & CONDITIONS OF CONTRACT

1. **Definitions:-**

In this the following terms shall be interpreted as indicated against each;

- a. **“The Contract”** means the agreement entered into between the purchaser (Name of Procuring Agency) and the supplier, as recorded in the Agreement signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. **“The 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 drug/ medicines accordance with the Drug Act 1976 and rules framed there under, which the Supplier is required to supply to the Procuring Agency as per supply orders issued from time to time under the Contract .
- d. **“The Services”** means those services ancillary to the supply of goods, such as special instructions on the label transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
- e. **“The Procuring Agency”** means Social Welfare Department of The Children’s Hospital & the Institute of Child Health, Lahore under the administrative control of Medical Director.
- f. **“The Supplier”** means the individual or firm supplying the goods under this Contract.

2. **Application:-**

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

3. **Standards:-**

The goods supplied under this Contract shall conform to the Drug Act 1976 and rules framed there under. Samples of all medicines or partly supplied will be sent to the Drug Testing Laboratory on the expense of the supplier and payment will be made to the supplier if the medicine are found purported to be not in accordance with the Drug Act 1976 or rules framed there under.

4. **Use of Contract Documents and Information**

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

5. **Labeling and Packing of the medicines:**

Labeling and Packing of the product would be examined in accordance with Labeling and Packing Rules 1986 of the Drugs Act 1976.

6. Inspections and Test / Analysis

- i. The Procuring Agency or its representative shall have the right to inspect and/or to have the goods tested from the authority as per Drug Act 1976 and rules framed there under at no extra cost to the Procuring Agency.
- ii. The Procuring Agency's reserves the right to inspect, test and, where necessary, reject the goods and the same 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.
- iii. Procuring Agency or its representative shall have the right to inspect and /or to test the goods to confirm their conformity to the specifications of the contract at no extra cost to the Procuring Agency.
- iv. The inspection committee constituted by the Consignee shall inspect the premises of the supplier from time to time.
- v. The supplier will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids / Substandard /Spurious / Misbranded / Expired. The stock found sub standard will not be returned to the supplier.
- vi. The Procuring Agency's right to inspect test and, where necessary, reject the goods at any time 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.
- vii. Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

7. Inspection and physical examination of medicines

- i. After delivery at Social Welfare Department of The Children's Hospital & the Institute of Child Health,, Lahore the goods shall be inspected /examined to physically check that the goods are in accordance with the Drug Act 1976 and rules framed there under. The samples of the medicine will then if necessary will be sent to the Drug Testing Laboratory Punjab, Lahore the cost of which will be borne by the supplier.
- ii. If the Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc, even if it is of standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods for rectification of observation, to meet the required specifications free of cost.

8. Delivery documents:

The Supplier shall provide the following documents at the time of delivery of goods to Consignee for verification and onward submission to quarter concerned, duly completed in all respect for payment.

- (i) Original Delivery Note showing name of destination to which delivery is made, item's description, manufacturing and quantity both in words and figures.
- (ii) Original Supplier's invoices showing warranty (if asked for), name of Procuring Agency, item's description, Batch No, quantity, per unit cost, and total amount.

9. Delivery of goods:

- i. The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods to the procuring agency in the specified time. The procuring agency has the right to ask for the source of purchase of the supplied goods which the supplier has to provide in the form of invoice/warranty otherwise the bills of the supplier will not be entertained for payment.
- ii. There will a logical time of supply (i.e. 01:00 pm every day) given to the contractor in which the contractor will be bound to complete the items demanded by the hospital.

- iii. The bidder shall supply drugs/medicines as per requirement in commercial packing.
- iv. If the contractor fails to supply the said demanded items within the logical time of supply, the hospital will purchase the same from the open market and risk purchase of the item will be done as per LAW.

10. **Insurance:-**

The goods supplied under the Contract shall be delivered duty paid.

11. **Transportation:-**

The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination.

Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.

12. **Incidental Services:-**

The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract.

13. **Bill Warranty:-**

The Drugs / Medicines shall be accompanied by the necessary Bill warranty on Form 2-A in accordance with the provision of the Drugs Act, 1976 and rules framed there under. This warranty can be asked by the procuring agency as and when required.

14. **Payment:-**

A. The Payment shall be in Pak Rupees.

B. The payment shall be made to the Supplier on receipt of original delivery challan(s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee.

C. The laboratory test / analysis charges of sample shall be borne by the Supplier.

15. **Prices:-**

Prices charged by the Supplier for goods delivered under the Contract shall not be more than the prices fixed by the Federal Government (Maximum Retail Price)

16. **Quality of Goods:**

The Pharmacy Department may provide a list of reputable national/multinational companies to the contractor to ensure that the quality medicines are supplied.

17. **Discount rates on surgical Disposables items**

Rates of disposable items should be in accordance with prevailing rates in the open market except for the registered (DTL) items.

18. **Contract Amendments:**

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

19. **Subcontracts:**

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

20. **Delays in the Supplier's Performance:-**

Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency i.e. 01:00 pm every day. 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, it's likely duration and its cause(s).

21. **Penalties/liquidated Damages:-**

- i. In case of late delivery beyond the presented i.e. **01:00pm** period every day, the procuring agency shall be entitled to make other arrangement at the risk /expense of the Contractor / Supplier Firm. That amount will be deducted from the performance guarantee.

- ii. In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. The supplies will be made from the performance guarantee amount deposited by the supplier. No supplies shall be accepted and the Performance Guarantee will be forfeited and the firm may be blacklisted minimum for a period of two years if the firm fails to supply the whole installments. Onus of proof of innocence shall be on the supplier.

22. **Termination for Default:**

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

23. **Force Majeure;**

Notwithstanding the provisions of general conditions of contract the Supplier shall not before 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 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. 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 Social Welfare Department of The Children's Hospital & the Institute of Child Health,, Lahore 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.

24. **Termination for Insolvency**

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

25. **Arbitration and Resolution of Disputes:-**

The Procuring Agency and the Supplier shall make every effort to resolve amicably direct negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such 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. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Social Welfare Department of The Children's Hospital & the Institute of Child Health,, Lahore or his nominee shall act as **sole arbitrator**. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

26. **Governing Language:-**

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

27. **Applicable Law:**

This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction. The supplies will be governed by Drug Act 1976 and rules framed there under.

28. **Notices**

- 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 Special Conditions of Contract.
- 2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Supplier's address for notice purpose

**Procuring Agency's address for notice purposes
shall be the;
Social Welfare Officer,
The Children's Hospital, Lahore.**

Note: All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, notified on 13th January 2014 (amended).

**INSPECTION OF PREMISES FOR LOCAL PURCHASE OF MEDICINE / SURGICAL/ DISPOSABLE
ITEMSETC.FOR THE YEAR 2020-2021.**

Supply of medicine / surgical disposables / medical devices etc. (Local/Imported) through local purchase on frame work contract basis.

1. Compulsory Knock Down Parameters

Sr. No.	Parameters(s)	Responsive	Non Responsive
1.	Bid fee Deposit Receipt.		
2.	Computerized CNIC (Both qualified person & proprietor/partner)		
3.	NTN / GST certificate (whichever is applicable)		
4.	Under taking regarding nonblack listing in any institute of health department on legal stamp paper of Rs. 100/- or more.		
5.	Drug sales license at FORM 9 as retail sales pharmacy.		
6.	Location of applicant pharmacy within 10 KM from the boundary wall of hospital.		
7.	Statement (on Rs. 100/- Stamp Paper) that the firm including the director and the owners is / was not a subject of bankruptcy proceedings, receivership, administration receivership, any other form of liquidation or black listing. If so then details to be provided.		
8.	Documents relating to ownership of pharmacy.		
9.	Documents relating to rent in case of rental premises.		
10.	Documents relating to registration of pharmacy showing the partnership / sole proprietorship.		


MEDICAL DIRECTOR

Convener / HWC
The Children's Hospital & ICH, Lahore

Sr. No.	Parameter (s)		Allocated Marks	Marks Granted	Evidence Required
1.	Status of entry	Operational computerized inventory.	15		The inspection committee will allocate the marks accordingly
		Manual inventory management	0		
2	Financial status	20 Million or above	20		Tax return documents
		10 Million or more	10		
3	Value of the inventory at the time of inspection	10 Million or more	20		Inspection committee will evaluate the worth accordingly
		05 Million or more	15		
		03 Million or more	10		
4	Past performance experience	Worked as LP frame work contract contractor in public sector more than 03 years	10		Award letter/ contract copy experience certificate from relevant institution
		Worked as L.P. Frame work contract contractor in public sector more than 01 year.	05		
5	Technical staff	Pharmacists working in the pharmacy including one pharmacist as a qualified person	10		Category A registration by the Punjab Pharmacy Council
6	Storage conditions of the applicant pharmacy	Dedicated cold chain facility with temperature recording on thrice time a day basis (2° to 8°) along with maintenance of temperature data properly. Operational Air Conditioning with complete Backup(Generator or Double Connection) Maintenance of Controlled Drug Registers and other condition as laid down in the applicable Punjab Drug Sale Rules.	20		Inspection committee will access the facility / Parameter
7	Supply chain facility	Temperature Sensitive/Thermo Labile Carriers Facility to supply sensitive drugs/items from the Pharmacy to the Hospital Premises.	05		

Total Marks:-100

Qualifying Marks: 70%

NOTE:-

- The committee may visit the applicant's pharmacy premises at any time with/without intimation.
- It is mandatory to get 70% marks.
- 100% complete information according to the evaluation criteria shall be provided by the firm.
- After signing of contract agreement, change in premises is permissible till end of contract.

Note:- The firm must secure mandatory 70% marks out of the marks reserved for inspection of premises; otherwise the offer will be rejected.



MEDICAL DIRECTOR

Convener / HWC

The Children's Hospital & ICH, Lahore

PREPARATION OF BIDS

1. **Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.
2. **Documents Comprising the Bid:** The bid shall comprise the following components:
 - (a) Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
 - (b) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents; and
 - (c) Bid Security, if any furnished in accordance with instruction to bidders.
3. **Documents Establishing bidder's Eligibility and Qualification**
 - i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
 - ii. The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under instruction to the bidders
 - iii. The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
 - (a) National Tax Number (NTN) and General Sales Tax Number (GST) with documentary proof shall have to be provided by each bidder in the bid.
 - (b) The firm must have computer systems with internet facilities.
 - (c) The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (d) The bidder should have working experience with hospitals preferably with Teaching Hospital.
 - (e) The bidder is required to provide with the Technical Proposal, the name of category (Multinational, National, Imported (China, India, Bangladesh etc), Disposable).
 - (f) Minimum stock level must be of 05 million or more than.
4. **Bid Security**
 - i. Bid security an amount of Rs. **130,000/- (estimated 2% of total estimated budget)** has to deposit as a CDR / Pay order in the name of Medical Director, The Children's Hospital & the Institute of Child Health, Lahore.
 - ii. Successful bidder shall deposit 2.5% Performance guarantee of the total allocated budget in form of CDR/ Pay order in the name of Medical Director, Social Welfare Department of The Children's Hospital & the Institute of Child Health,, Lahore or as per policy of the Government.
5. **Bid Validity**
 - i. Bids shall remain valid for the period of **Three (03) Months** after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
 - ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

iii. Bidders who,-

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (earnest money).

6. **Format and Signing of Bid:-**

The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

SUBMISSION OF BIDS

1. **Sealing and Marking of Bids**

- i. The envelopes shall be marked as “**TECHNICAL PROPOSAL**” & “**FINANCIAL PROPOSAL**” in bold and legible letters to avoid confusion. The inner and outer envelopes shall be sealed and:
 - a. be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
 - b. Bear the name and number indicated in the Invitation for Bids.
- ii. The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.

If the outer as well as inner envelopes are not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening and shall be rejected forth with.

2. **No offer shall be considered if: -**

- i. Received without earnest money.
- ii. Received after the last date and time of the receipt.
- iii. The bidder is unsigned.
- iv. The bid is ambiguous.
- v. It is conditional.
- vi. It is from a firm, which is black listed or suspended by the Government of the Punjab.
- vii. It is received by telegram
- viii. The offer for store is not conforming to specifications indicated in the bid inquiry
- ix. Bids should be addressed to the Medical Director, The Children's Hospital, the Institute of Child Health, Lahore.
- x. No over writing, cutting, crossing etc, appearing in the offer is acceptable. Moreover all pages of the bid document must also be individually signed.
- xi. All documents should be authenticated/ certified (sealed and signed) by the quoting firm.

3. **Deadline for Submission of Bids:-**

Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, no later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

4. **Late Bid:-**

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

5. Withdrawal of Bids:-

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

OPENING AND EVALUATION OF BIDS

1. Opening of Bids

- i. The Procuring Agency shall open the bids 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 presence.
- ii. The Procuring Agency shall prepare minutes of the bids opening meeting.

2. Clarification of Bids:-

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

3. Preliminary Examination

- i. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- ii. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- iii. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Law, Drugs Act, Taxes & Duties 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.
- iv. 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.

4. Evaluation & Comparison of Bids

- i. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
- ii. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, inspection of premises (if found necessary), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate.
- iii. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
- iv. 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.

5. **Evaluation Criteria:-**

- i. For the purposes of evaluation the facts such as previous performances, inspection of premises, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing evaluation factors/ criteria can be applied for the **TECHNICAL PROPOSALS**. The number of points allocated to each factor shall be specified in the evaluation report.

The information provided by the firm should be relevant, concise and to the point as per bid evaluation criteria, un-necessary documentation will have a negative impact.

- ii. After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted bids the technical scores obtained by their technical bid, and shall notify those bidders whose bids did not meet the minimum qualifying mark or were considered non-responsive.

6. **Contacting the Procuring Agency:**

No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the Bid evaluation is strictly prohibited. Any infringement shall lead to disqualification in addition to any other penalty Procuring Agency may in its discretion impose.

7. **Qualification & disqualification of bidders:**

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

8. **Rejection of Bids:**

The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.

9. **Re-Bidding:-**

If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under Rule 59 of the Punjab Procurement Rules- 2014. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

10. **Announcement of Evaluation Report:-**

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

ACCEPTANCE LETTER AGAINST PREQUALIFICATION

1. **Acceptance of Bid and Award criteria**

Medicines/items will be purchased as per policy of the Provincial Government, within the original or extended period of bid validity.

2. **Procuring Agency's right to vary quantities at time of award**

The Procuring Agency reserves the right at the time of Rate / Running Contract's award to issue supply order of the quantity required for use in the hospital which the firm will be bound to supply as per terms and conditions mentioned in the supply order.

3. Limitations on negotiations

Negotiations may not relate to the price or substance of Bids or proposals specified by the bidder in his Bid, but only to minor technical, Contractual or logistical details.

a. As guidance only, negotiations may normally relate to the following areas:

- Minor alterations to technical details, such as the terms of reference.
- Minor amendments to the Special Conditions of Contract;
- Finalizing the payment arrangements;
- Mobilization arrangements;
- Agreeing final delivery or completion schedules to accommodate any changes required by the procuring agency;
- Inputs required from the procuring agency;
- Clarifying details that were not apparent or could not be finalized at the time of bidding;

b. Negotiations shall not be used to:

- Substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods.
- Substantially alter the terms and conditions of Contract.
- Reduce unit rates or reimbursable costs, provided that in case of exceptional circumstances like exorbitant rate, rates higher than prevailing market rates, negotiation may be adopted;
- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the Bids or proposals.

4. Procurement Procedure: -

More than one firm will be prequalified on the basis of Technical Evaluation as per directions of Health Department, Government of the Punjab. On daily basis the demand will be uploaded on the software/ website and the firms will have to quote the rates against the demanded brands and accordingly the purchase orders will be issued to the lowest.

If the successful bidder fails to comply with the supply order/ demand, the firm may be black listed and the bid security be forfeited.

5. Termination of the contract

Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

6. Corrupt or Fraudulent Practices

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

- I. **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
- II. **“fraudulent practice”** means 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;

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

AUTHORIZATION FORM

To: *[name of Purchaser]*

WHEREAS *[name of the Supplier]* who are established and reputable supplier of medicines and having the business premises at *[address of premises]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate for the goods manufactured by us. We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Supplier]

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

CERTIFICATE

1. We hereby confirm to have read carefully all the terms and condition of the Bid enquiry No. Social Welfare Department of The Children's Hospital & the Institute of Child Health,, Lahore dated due for opening on at 10.00 a.m.
2. We agree to abide by all these instructions and conditions.
3. We also hereby categorically confirm that the stores offered by us are of the particulars and specifications as laid down in your bid enquiry
4. We accept that if the required earnest money is not furnished or any offer is found lacking in any of the requirements of your bid enquiry the offer may be ignored.
5. We hereby confirm to the delivery period mentioned in the supply orders which would be the essence of the contract and which will be strictly adhered to by us.
6. In case of failure we agree unconditionally to accept the recovery as per terms & condition of Bid enquiry.
7. Certified that the prices to be charged against current Bid of Social Welfare Department of The Children's Hospital & the Institute of Child Health,, Lahore will be not more than the prices charged from any other purchasing agency in the period of the contract. In case of any discrepancy, the bidder hereby undertakes to refund the prices charged in excess as and when asked to do so.

NAME OF THE BIDDER

SIGNATURE

POSTAL ADDRESS

TELEPHONE NO.

CNIC NUMBER

N.T. NUMBER

SALES TAX NO.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please attach the following:-

1. COMPUTERISED NATIONAL IDENTITY CARD
2. INCOME TAX CERTIFICATE
3. SALES TAX CERTIFICATE.
4. PROFILE OF THE COMPANY



Bid Reference No.

/PH&I Dated

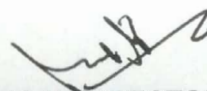
Financial Proposal

Frame work contract purchase of Medicine & Surgical Disposable Items etc. for year 2020-2021

Name of Firm. _____

Sr. No	Description.	Offered Percentage Discount on MRP /
1	Discount in percentage for frame work contract Purchase of Drug/Medicine Items on MRP for Local/National Firms	_____
2	Discount in percentage for frame work contract Purchase of Drug/Medicine Items on MRP for Multinational Firms	_____
3	Discount in percentage for frame work contract Purchase of Surgical / Disposable Items etc. on MRP / Market Price	_____

Note: Give the discount in percentage against the above mentioned categories.


MEDICAL DIRECTOR

Convener / HWC
The Children's Hospital & ICH, Lahore

1. Bidder's Name. _____
2. Bidder's Signature. _____
3. Mailing Address. _____
4. Land Line No. _____ Mobile No. _____
5. Seal Stamp. _____