



**The Children's Hospital,  
University of Child Health Sciences,**  
Ferozepur Road, Lahore Phone # (92) (42) 99230901-23 Fax # 99231560



No. P.C./

41617

/CH&UCHS

Dated 28-07-2022

To

The Director General Public Relation  
21-Mehmood Ghaznavi Road, Lahore.

Subject: -

**ADVERTISEMENT FOR TENDER OF QUOTED ITEMS**

Please find enclosed herewith five copies of an advertisement with the total estimated cost (Rs. 432 Million) regarding the Framework Contracts for the year 2022-2023 to be published in the following daily leading newspapers.

1. Daily Express
2. Daily Jang
3. The Dawn
4. The Nation

Kindly send your bills for payment to the undersigned.

DGPR # (Advt.) SECTION  
DIARY # 15254  
DATE 28-07-22

Prof. Dr. Muhammad Saleem  
(FCPS FACS (USA), MME-HPE)  
Professor of Paediatric Surgery  
Medical Director

No. P.C./

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A copy is forwarded for information to Mr. Abdul Wahab, I/C Programmer (I.T.) Health Department, Civil Secretariat, Lahore, with the request to upload the advertisement and corrigendum on the PPRA website.

Prof. Dr. Muhammad Saleem  
(FCPS FACS (USA), MME-HPE)  
Professor of Paediatric Surgery  
Medical Director

## BID NOTICE

### THE CHILDREN'S HOSPITAL, UNIVERSITY OF CHILD HEALTH SCIENCES, LAHORE


The Children's Hospital, University of Child Health Sciences, Lahore invites sealed bids for the year **2022-2023** from the Firms having established credentials in terms of technical, financial and managerial capabilities for procurement of following items as per detail given below.

Sr. No.	Name of Bids	Date & time of Closing	Date & time of opening	Bid Security in the shape of Bank Guarantee / CDR	Performance Security (Bank Guarantee / CDR) to be submitted by the successful bidders
1	Prequalification of firms for supply of Medicines, Surgical Disposable & Medical Devices through Local Purchase on Day to Day Basis	23rd Aug, 2022 11:00 a.m.	23rd Aug, 2022 11:30 a.m.	2% of total estimated cost	5% of total value of contract
2	Framework Contract for Purchase of Medicine / Surgical Disposable Item etc. (Health Welfare committee / Zakat)	23rd Aug, 2022 11:00 a.m.	23rd Aug, 2022 11:30 a.m.	2% of total estimated cost	5% of total value of contract
3	Framework Contract for Bulk Purchase of OPD Medicine Items	23rd Aug, 2022 11:00 a.m.	23rd Aug, 2022 11:30 a.m.	2% of total estimated cost	5% of total value of contract
4	Framework Contract for Purchase of Digital X-Ray Films (CR Systems provided by the firm free of cost as per requirement of the hospital)	23rd Aug, 2022 11:00 a.m.	23rd Aug, 2022 11:30 a.m.	2% of total estimated cost	5% of total value of contract
5	Framework Contract for Purchase of Dental Material / Chemical Items	23rd Aug, 2022 11:00 a.m.	23rd Aug, 2022 11:30 a.m.	2% of total estimated cost	5% of total value of contract
6	Framework Contract of Accessories for Equipments	23rd Aug, 2022 11:00 a.m.	23rd Aug, 2022 11:30 a.m.	2% of total estimated cost	5% of total value of contract
7	Out Sourcing of Printers Including Printer Toner, Repair, Refill and Backup Facility (Excluding Papers)	23rd Aug, 2022 11:00 a.m.	23rd Aug, 2022 11:30 a.m.	2% of total estimated cost	5% of total value of contract
8	Contract for Services of Insecticide / Pest Control in the Hospital	23rd Aug, 2022 11:00 a.m.	23rd Aug, 2022 11:30 a.m.	2% of total estimated cost	5% of total value of contract

- i. From Pharmacies holding valid drug sales license (Sr. No. 1 & 2).
- ii. From manufacturers / sole agents / importer of the foreign principals for framework contracts of Bulk Purchase of OPD Medicine Items (Sr. No. 3).
- iii. From manufacturers / sole agents / importer of the foreign principals / authorized distributors for framework contracts of Dental Items, Digital X-Ray Films & Accessories for Equipment (Sr. No. 4,5,6).
- iv. From manufacturers / authorized distributors / contractors for insecticide / Pest Control Services & Outsourcing of Printers. (Sr. No. 7 & 8)

**Note:-**

- 1 Procurement shall be governed by the Punjab Procurement Rules (PPR) 2014 (amended in 2016).
- 2 Bidders may obtain bidding documents from Purchase Department with detail of the tender enquiry items on submission of a written request on firms letter head and a copy of CNIC and payment of bid fee of **Rs. 1,000/-** (Non-refundable) from cashier of this hospital. The bidding document can also be downloaded from the website [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) and The Children's Hospital, University of Child Health Sciences, Lahore website [www.chich.edu.pk](http://www.chich.edu.pk).
- 3 Single stage - Two envelope bidding procedure (PPR Rules 2014 amended, 2016 clause 38.2a) 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 the 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 the undersigned which will be opened on the same day as per schedule give above in the presence of the bidders or their authorized representatives.
- 6 All bids should be submitted in tape or ring binding. Bids with loose papers 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 documents 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.
- 8 Bid Security will be acceptable only in the shape of irrevocable Bank Guarantee / CDR. Bid will be rejected in case of non- submission of bid security less than 2% of total estimated cost.
- 9 The non availability of technical or financial or both the offer in the bid, shall bring about its rejection.
- 10 The bidder shall provide the required number of sample of the quoted product to concerned store for evaluation, otherwise bid will be rejected.

  
**Prof. Dr. Muhammad Saleem**  
 Professor of Paediatric Surgery  
 Medical Director



# BIDDING DOCUMENT



**PREQUALIFICATION OF FIRMS FOR  
SUPPLY OF MEDICINES, SURGICAL DISPOSABLE & MEDICAL DEVICES E.T.C.  
ON DAY TO DAY BASIS THROUGH ONLINE SYSTEM OF PROCUREMENT BY  
ENTAILING COMPETITION AMONG PREQUALIFIED FIRMS  
FOR THE YEAR 2022-2023  
(LOCAL PURCHASE)**

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

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

**INVITATION FOR PREQUALIFICATION**


**BID REFERENCE NO. 41617/CH&UCHS Dated 28-07-2022**

**PREQUALIFICATION OF FIRMS FOR  
SUPPLY OF MEDICINES, SURGICAL DISPOSABLE & MEDICAL DEVICES E.T.C. ON  
DAY TO DAY BASIS THROUGH ONLINE SYSTEM OF PROCUREMENT BY ENTAILING  
COMPETITION AMONG PREQUALIFIED FIRMS FOR THE YEAR 2022-2023**

The Children's Hospital, University of Child Health Sciences, Lahore invites sealed bids/tenders from Pharmacies running since 1st July 2021 holding valid Drug Sale License issued by the competent authority for the supply of Medicines, Surgical Disposables & Medical Devices etc. on day to day basis for the year 2022-2023 on free delivery to The Children's Hospital, University of Child Health Sciences, Lahore. Pharmacies should be at least within 10 kilometer radius of The Children's Hospital, University of Child Health Sciences, Lahore.

1. Interested bidders may get the bidding documents from The Children's Hospital, University of Child Health Sciences, Lahore on the submission of written application along with payment of non-refundable fee of Rs. 1,000/- (one thousand only). Bidding documents shall be issued during office hours till the date of submission of the bid.
2. Contract of Local Purchase of National / Multinational / Imported Items (on day to day basis) only technical bids are invited for prequalification in order to be eligible to supply Medicines, Surgical Disposables & Medical Devices etc. at least 6% discount on MRP (Maximum Retail Price) or Market Price (where applicable) to The Children's Hospital, University of Child Health Sciences, Lahore as Local Purchase (L.P) Contractor for the year 2022-2023.
3. Sealed bids are required to be dropped in tender box by the interested bidders in the office of the undersigned by 23-08-2022 till 11:00 am. The bids will be opened on the same day at 11:30 a.m. in the presence of the interested bidders who choose to be there or their authorized representatives.
4. The detail terms and conditions may be seen in the Bidding Document.

**Note:** All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, 2014 (Amended, 2016).

  
**Prof. Dr. Muhammad Saleem**  
(FCPS, FACS (USA), MME-4/01)  
Professor of Paediatric Surgery  
Medical Director



## **SPECIAL CONDITIONS**

- a. L.P may be ordered / procured through brand name.
- b. In case of matching re-bid would be resorted to at the first instance with a minimum time offering bids would be fixed at 15 minutes. However if no one will respond then the nearest vendor of the hospital would be contacted / ordered for provision of required article.
- c. The purchase order or quote will be placed on the devices and email IDs of every vendor with just a click of button.
- d. The discount rate option shall be kept open as to necessitate maximum competition and to ensure quality of medicines.
- e. However, the clause "d" will be implemented in letter and spirit and out of all vendors maximum discount rate on daily offered be accommodated above the baseline.
- f. Disasters and emergencies have different set of rules and SOPs and these can be met out in accordance with the rules, SOPs laid down in this behalf. Moreover, in case of disaster declaration of emergency can solve the problem. For emergency the prequalified vendors may be contacted for provision of quality medicines.
- g. The inclusion of disposable in online L.P system is approved by competent authority (No. 95/SM & IPU, dated 02-02-2018 issued by SM & IPU, ME Department.
- h. The unavailable / non supplied disposables required by the hospital shall be processed in L.P.
- i. All guidelines as described in letter No. 95/SM & IPU, dated 02 Feb. 2018 issued by SM & IPU, SH & ME Department relating to bidder will be part of framework contract.
- j. All the intending applicants are required to submit a bid security 1% of the hospital budget allocated for local purchase (210 million i.e. 15% of hospital budget) in the name of The Children's Hospital, University of Child Health Sciences, Lahore.
- k. Each successful vendor shall provide performance guarantee @ 2.5% along with 0.25% stamp duty of the local purchase hospital budget in the name of Medical Director, The Children's Hospital, University of Child Health Sciences, Lahore. The hospital may utilize the deposited performance guarantee to meet the urgent need of the patients in case of non-compliance / non supply of demanded article.

## **INSTRUCTIONS TO BIDDERS**

1. **Source of Funds:**  
The Children's Hospital, University of Child Health Sciences, Lahore allocated funds for purchase of Medicines, Surgical Disposable & Medical Devices etc. which will be utilized by the Children's Hospital, University of Child Health Sciences, Lahore on day to day basis during the financial year **2022-2023**.
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.
5. **Validity of Pre-Qualification:**  
The prequalification shall be valid for one year from the notification of award.

## **THE BIDDING PROCEDURE**

**For Local Purchase of National / Multinational / Imported Medicines, Surgical Disposables & Medical Devices etc. only technical bids are invited** for prequalification in order to be eligible to supply National / Multinational / Imported Medicines , Surgical Disposable & Medical Devices etc. to The Children's Hospital, University of Child Health Sciences, Lahore as L.P Contractor for the year 2022-2023.

- i. The bid shall comprise a single sealed package containing Technical Proposal.
- ii. The envelopes shall be sealed & marked “**TECHNICAL PROPOSAL**” in bold and legible letters.
- iii. “**TECHNICAL PROPOSAL**” shall be opened.
- iv. The Procuring Agency shall evaluate the Technical Proposal and reject any proposal which do not conform to the specified requirements.
- v. During the technical evaluation, no amendments in the technical proposal shall be permitted.

### **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 Rate Contract”** is a contract for the supply of stores at specified rates during the period covered by the contract. No quantities are mentioned in the Rate Contract and the successful bidder is bound to accept any order which may be placed upon him at the rates specified within the period of the contract. The Rate Contract may be concluded with one or more contractors.
- 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 The Children’s Hospital, University of Child Health Sciences, 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 (where applicable).

### **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**

- i. 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.



- ii. Procuring Agency or its representative shall have the right to inspect and /or to test the goods to confirm their conformity to the specifications at no extra cost to the Procuring Agency.
- iii. The inspection committee constituted by the Consignee shall inspect the premises of the supplier from time to time.
- iv. 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 / expired. The stock found sub standard will not be returned to the supplier.
- v. 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 The Children's Hospital, University of Child Health Sciences, 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.
- ii. The Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc. 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 be a logical time of supply (**i.e. 12:00 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 the demanded brands 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.

15. **Prices:**

Prices charged by the Supplier for goods delivered under the Contract shall not be more than minimum **6% discount** on MRP (Maximum Retail Price) fixed by the Federal Government or market price (where applicable).

16. **Quality of Medicines:**

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. **12:00 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, its likely duration and its cause (s).

21. **Penalties/liquidated Damages:**

- i. In case of late delivery beyond the presented i.e. **12:00 pm** 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 be fore 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 The Children's Hospital, University of Child Health Sciences, 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. Medical Director, The Children's Hospital, University of Child Health Sciences, 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**

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**Procuring Agency's address for notice purposes  
shall be the;  
Medical Director,  
The Children's Hospital, University of Child  
Health Sciences, Lahore**

**Note:** All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, notified on 13<sup>th</sup> January 2014.

## **BID EVALUATION CRITERIA**

### **1. MANDATORY / KNOCK OUT CRITERIA**

<b>Sr. No.</b>	<b>Parameter (s)</b>	<b>Attached / Not Attached</b>
1	Original Prequalification Fee Deposit Receipt.	
2	The Children's Hospital, Lahore intends to prequalify eligible vendor (operational pharmacy) running since 1st July 2021 or earlier having valid retail sale drug license or form 9.	
3	Computerized CNIC copy (Both qualified person & proprietor / partner)	
4	NTN / GST Certificate (whichever is applicable).	
5	Location of applicant pharmacy within 10 Km from the boundary wall of Hospital.	
6	Statement (on <b>Rs 100/- stamp paper</b> ) 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.	
7	Documents relating to owner-ship of pharmacy.	
8	Documents relating to rent in case of rental premises.	
9	Documents relating to registration of pharmacy showing the partnership / sole proprietor ship.	

### **2. MANDATORY / KNOCK OUT CRITERIA FOR INSPECTION COMMITTEE:**

<b>Sr. No.</b>	<b>Parameter (s)</b>	<b>Compliance / Non-Compliance</b>
1	Valid retail drug sale license or form 9 (displayed / not displayed).	
2	Qualified Person (present / not present)	
3	General Condition of the premises (satisfactory / not satisfactory).	
4	Temperature Maintenance of the Premises (maintained / not maintained).	
5	Record of temperature control (between 2-8 C) of Refrigerator (available / not available).	
6	Record of sale/purchase (maintained / not maintained)	

**Marking Parameters:-**

Sr. No.	Parameter (s)	Allocated Marks	Marks Granted	Evidence Required
1.	Status of entry	Operational computerized inventory with online facility round the clock & Manual Inventory Management	15	The inspection committee will allocate the marks accordingly
2	Financial status	20 Millions or above	20	Tax return documents
		10 Millions 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
		7.5 Million or more	15	
		05 Million or more	10	
4	Past performance experience	Worked as LP day to day contractor in public sector teaching Hospitals more than 05 years	10	Award letter/ contract copy experience certificate from relevant institution
		Worked as L.P. Day to day contractor in public sector teaching Hospital 02 years	05	
5	Technical staff	Three pharmacists working in the pharmacy including one pharmacist as a qualified person duly mentioned on DSL.	10	Category A registration by the Punjab Pharmacy Council
6	Storage conditions of the applicant pharmacy	a. Dedicated cold chain facility with temperature recording on thrice time a day basis (2° to 8°) along with maintenance of temperature data properly (07 marks). b. Operational Air Conditioning with complete Backup (Generator or Double Connection) (06 marks). c. Maintenance of Controlled Drug Registers and other condition as laid down in the applicable Punjab Drug Sale Rules (07 marks).	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	Inspection committee will access the facility / Parameter

Total Marks:-100

Qualifying Marks: 65%

**NOTE:-**

- The committee may visit the applicant's pharmacy premises at any time (24 hours) with/without intimation.
- It is compulsory to get 65% marks for qualifying in marking criteria.
- 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.

**Prof. Dr. Muhammad Saleem**  
(FCS PACS (USA), MME-4 (PE))  
Professor of Paediatric Surgery  
Medical Director

Page 10 of 16



## **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) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
  - (b) The bidder shall submit an affidavit on legal stamp paper of Rs. 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.
  - (c) The bidder should have preferably working experience with the teaching hospitals.
  - (d) Minimum stock level must be of 05 million or more than.

### **4. Bid Security**

- i. Bid security an amount of **Rs. 2,100,000/-** (1% of total estimated budget) has to deposit as an Irrevocable Bank Guarantee / CDR in the name of Medical Director The Children's Hospital, University of Child Health Sciences, Lahore.
- ii. Successful bidders shall deposit 2.5% Performance guarantee of the total allocated budget in form of an Irrevocable Bank Guarantee / CDR/ in the name of Medical Director, The Children's Hospital, University of Child Health Sciences, Lahore or as per policy of the Government.

### **5. Bid Validity**

- i. Bids shall remain valid for the period of **Six (06) 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.

6. **Format and Signings 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” 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 tender is unsigned.
- iv. The tender 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 tender inquiry
- ix. Tenders should be addressed to the Medical Director, The Children’s Hospital, University of Child Health Sciences, Lahore.
- x. No over writing, cutting, crossing etc, appearing in the offer is acceptable. Moreover all pages of the tender 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 envelope marked “**TECHNICAL PROPOSAL**” in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders’ representatives who are present shall sign the Attendance Sheet as evidence of their presence.
- ii. The Procuring Agency shall prepare minutes of the bids opening (technical).

### **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.
- iv. 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.
- v. 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 Tender 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 tenders or proposals specified by the bidder in his tender, 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 Tenders 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 any thing 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]*

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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 tender enquiry no. ----- dated ----- due for opening on ----- at ----- 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 tender 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 tender 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 tender enquiry.
7. Certified that the prices to be charged against current tender of The Children's Hospital, 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 tenderer hereby undertakes to refund the prices charged in excess as and when asked to do so.

NAME OF THE TENDERER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

NIC 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 FOR THE SUPPLY OF MEDICINE / SURGICAL /  
DISPOSABLE ITEMS ETC. ON FRAME WORK  
CONTRACT BASIS FOR THE YEAR 2022-2023**



**HEALTH WELFARE COMMITTEE  
THE CHILDREN'S HOSPITAL & THE UNIVERSITY  
OF CHILD HEALTH SCIENCES,  
Ferozpur Road, Lahore.  
Ph: No. (+92 42) 99230901-23**



**The Children's Hospital & The Institute of Child Health**  
Ferozepur Road, Lahore Phone # (92) (42) 99230901-23 Fax # 99231560



### 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 & UCHS, LAHORE FOR THE YEAR 2022-2023**

1. Social Welfare Department / HWC Zakat of The Children's Hospital & University of Child Health Sciences, Lahore invites sealed bids from Retail Pharmacies, having valid Drug sales license on 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 **2022-2023** 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 / HWC Zakat 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](http://www.ppra.punjab.gov.pk) and The Children's Hospital & the University of Child Health Sciences, Lahore website [www.chich.edu.pk](http://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 23-08-2022 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 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 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, 2016(amended).

**MEDICAL DIRECTOR**  
Convener HWC  
The Children's Hospital & UCHS, Lahore

## **INSTRUCTIONS TO BIDDERS**

**1. Source of Funds:**

Social Welfare Department of The Children's Hospital &UCHS,, Lahore allocated funds for purchase of items which will be utilized by Social Welfare Department / HWC Zakat of The Children's Hospital &UCHS, Lahore on frame work contract basis during the year **2022-2023**. 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 bills with 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.
  - D. Contractors are advised to submit their bills well in time to avoid audit observations / delay to submission of bills you will be responsible and answerable to HWC.
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, its 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**

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

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

**INSPECTION OF PREMISES FOR LOCAL PURCHASE OF MEDICINE / SURGICAL/ DISPOSABLE  
ITEMSETC.FOR THE YEAR 2022-2023.**

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)		
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 <b>FORM 9</b> as retail sales pharmacy.		
6.	Location of applicant pharmacy within <b>10 KM</b> 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 & UCHS, Lahore

(M)

(P)



Sr. No.	Parameter (s)		Allocated Marks			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 L.P. 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**  
 Convenor, HWC  
 The Children's Hospital & UCHS, 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 / HWC Zakat of The Children's Hospital & UCHS., 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 / HWC Zakat of The Children's Hospital & UCHS., 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&1 Dated

**Financial Proposal**

Frame work contract purchase of Medicine & Surgical Disposable Items etc. for year 2022-2023

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**  
Convenor / HWC  
The Children's Hospital & UCHS, Lahore

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

# **BIDDING DOCUMENTS**

## **Framework Contract for Bulk Purchase of OPD Medicine Items the year 2022-2023**



<b>Name of Procuring Agency:-</b>	<b>The Children's Hospital, University of Child Health Sciences, Lahore</b>
<b>Corresponding Address:-</b>	<b>Ferozepure Road, Lahore</b>
<b>Phone No:-</b>	<b>042-99230901-23</b>
<b>Fax No:-</b>	<b>042-99231560</b>
<b>Website:-</b>	<b><a href="http://www.chich.edu.pk">www.chich.edu.pk</a></b>



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

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



**BID PAPERS (CHECK LIST)**

1. Index & Page Marking certificate by the bidder.
2. Invitation of Bid
3. Bid Performa (duly signed & Stamped in accordance with PPRA Rules 2014)
4. Terms & Conditions Signed & Stamped by bidder
5. Original Purchased receipt of bid documents
6. Attested copy of Computerized National Identification Card (CNIC) of the bidder of the firm.
7. Technical proposal / offer of quoted items (on letter head of the firm)
8. Affidavit (on judicial paper Rs. 100/-)
  - i). The firm undertakes that currently it is not Blacklisted / debarred by any procuring agency
  - ii). Non-Declaration of Spurious/Adulterated sample of quoted item by DTLs of the Punjab/any competent lab within last two years (if applicable)
9. The bidder must be enlisted on the Active Tax Payer List (ATL) available on Federal Board of Revenue (FBR) website.
10. Income Tax registration certificate (attested copy)
11. Sales Tax registration certificate (attested copy)
12. Samples of quoted items (03 packs each)
13. Financial proposal (Price Schedule on letter head of the firm).
14. Bid Security (CDR) 2% of total estimated cost attached with the technical bid.

Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	

**Note:-** The provision of check list is essential prerequisites along-with submission of bid.

**MEDICAL DIRECTOR**

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

# CONTENTS

Bid Data Sheet .....	
SECTION 1 .....	
Invitation to Bid .....	
Letter of Invitation .....	
SECTION II .....	
Instructions to Bidders .....	
1. Scope of Bid .....	
2. Source of Funds .....	
3. Eligible Bidders. ....	
4. Corruption and Fraud. ....	
5. Eligible Goods and Services. ....	
6. Cost of Bidding. ....	
7. Bidding for Selective Items. ....	
The Bidding Procedure .....	
8. The Governing Rules. ....	
9. Applicable Bidding Procedure. ....	
The Bidding Documents .....	
10. Contents of the Bidding Documents .....	
11. Clarification(s) on Bidding Documents. ....	
12. Amendment(s) to the Bidding Documents. ....	
Preparation of Bids .....	
13. Language of Bids. ....	
14. Documents comprising the Bids. ....	
15. Bid Price. ....	
16. Bid Currencies. ....	
17. Samples.....	
18. Documentation on Eligibility of Bidders. ....	
19. Documentation on Eligibility of Goods. ....	
20. Bid Security. ....	
21. Bid Validity. ....	
22. Format and Signing of Bids. ....	
Submission of Bids .....	
23. Sealing and Marking of Bids. ....	
24. Deadline for Submission of Bids .....	
25. Late Bids .....	
26. Withdrawal of Bids .....	
Opening and Evaluation of Bids .....	
27. Opening of Bids by the Procuring Agency	
28. Clarification of Bids. ....	
29. Preliminary Examination. ....	
30. Evaluation of Bids. ....	
31. Qualification of Bidder .....	
32. Rejection of Bids .....	
33. Re-Bidding .....	
34. Announcement of Evaluation Report .....	
35. Contacting the Procuring Agency. ....	
Award of Contract .....	

36.	Acceptance of Bid and Award Criteria. ....
37.	Procuring Agency's Right to vary quantities at the time of Award.....
38.	Notification of Award. ....
39.	Limitation on Negotiations. ....
40.	Signing of Contract. ....
41.	Performance Guarantee. ....
42.	Price Reasonability Certificate. ....
43.	.....
SECTION III .....	
SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS .....	
SECTION IV .....	
EVALUATION CRITERIA .....	
SECTION V .....	
BID FORM .....	
BID COVER SHEET .....	
BID FORM 1 .....	
BID FORM 2 .....	
BID FORM 3(A) .....	
BID FORM 3(B) .....	
BID FORM 4 .....	
BID FORM 5(A) .....	
BID FORM 5(B) .....	
BID FORM 6 .....	
SECTION VI .....	
DRAFT STANDARD CONTRACT .....	
Special Conditions of the Contract .....	
General Conditions of Contract (GCC) .....	



# Bid Data Sheet

ITB Reference	Description	Detail
ITB Clause 13	Language of bid	English or Urdu
ITB Clause 16	Bid currency	Pak Rs. On free delivery to Consignee's end basis including all Ex-work, Transportation, Storage Charges till the destination.
ITB Clause 20	Bid Security	2% of the total estimated price (as determined by the procuring agency)
ITB Clause 21	Bid validity period	180 Days
ITB Clause 27	Address for communication:  <b>The Children's Hospital, University of Child Health Sciences, Ferozepure Road, Lahore</b> <b>Phone No: 042-99203428</b> <b>Fax No: 042-99203428</b> <b>Website:- <a href="http://www.chich.edu.pk">www.chich.edu.pk</a></b>	
ITB Clause 41	The Performance Guarantee: It will be 5% of the Contract Value in the Shape of irrevocable Bank Guarantee / CDR Call at deposit from any scheduled bank.	

# **SECTION 1**

## **Invitation to Bid**

THE CHILDREN'S HOSPITAL, UNIVERSITY OF CHILD HEALTH SCIENCES, LAHORE

LETTER OF INVITATION  
BID REFERENCE NO. 41617/3/CH&UCHS Dated 28-07-2022

SUBJECT: **FRAMEWORK CONTRACT FOR BULK PURCHASE OF OPD MEDICINE ITEMS FOR THE YEAR 2022-2023**

1. The Children's Hospital, Lahore, invites sealed bids from eligible bidders i.e., Local Manufacturers / Sole Agents / Importers of foreign principals for the Purchase of Medicine Items for the Year 2022-2023 on free delivery to Consignee's end basis. Detailed specifications along with bill of quantities of Framework Contract for Bulk Purchase of OPD Medicine Items are given in the bidding documents. The Children's Hospital, Lahore has allocated funds in the specific head of account for the purpose of Medicine Items.
2. Interested bidders may get the bidding documents & detailed specifications from the office of AMS Purchase The Children's Hospital, UCHS Lahore, on submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of Rs.1,000/- (One thousand only) for each set of bidding documents & detailed specifications.
3. Bidding documents including detailed specifications, terms & conditions shall be issued 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](http://www.ppra.punjab.gov.pk)) & The Children's Hospital, UCHS Lahore ([www.chich.edu.pk](http://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, 2016 (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.
5. Sealed bids are required to be submitted by the interested bidders on 23<sup>rd</sup> August 2022 till 11:00 a.m. positively in the office of AMS Purchase, The Children's Hospital, UCHS Lahore. 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 purchase committee. Bid Security @ 2% of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee preferably / CDR (Deposit at Call) from any scheduled bank is required to be furnished with the Technical Bid otherwise bid will be rejected. Late bids shall not be entertained.
6. All bids should be submitted in tape / ring binding. 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. Bids submitted in loose form will not be entertained and returned to the bidder straightaway at the time of bid opening.
7. 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.
8. The bidders are requested to give their lowest and best prices with their bids as no negotiations on the prices are allowed.
9. **Grievance Petition Period**  
All bidders may be given a margin of Ten Days to submit its grievances (if any) after the announcement of technical evaluation report.
10. The bidder shall provide the required number of samples of the quoted product to the concerned store for evaluation, otherwise bid will be rejected.

**Note:** The procurement shall be governed by the Punjab Procurement Rules, 2014 (amended, 2016).

  
MEDICAL DIRECTOR

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

*Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully*

## **SECTION II**

### **Instructions to Bidders**

1. **Scope of Bid**
- 1.1 The Children's Hospital, UCHS Lahore, invites sealed bids from eligible bidders i.e. Local Manufacturers / Sole Agents / importers of foreign principals for the purchase of Medicine Items for the Year 2022-2023 as per quantities and specifications more specifically described in Section-III of the Bidding Documents Schedule of Requirements & Technical Specifications.
2. **Source of Funds**  
The Children's Hospital, Lahore allocated funds in the specific Head of Accounts for the purpose of the Purchase of Medicine Items.
3. **Eligible Bidders.**
- 3.1 This Invitation for Bids is open to all Local Manufacturers / Sole Agents / importers of foreign principals for the purchase of Medicine Items for the Year 2022-2023 more specifically described in the Section-III, Schedule of Requirements & Technical Specifications.
- 3.2 The Sole Agent/Importer must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Section-V, Bid Form, to the effect that they are the original Manufacturer of the required specifications of Goods.
- 3.3 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.
4. **Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.**
- 4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as *"the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the 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, non-competitive 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 practices:*
  - (i) *coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
  - (ii) *collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
  - (iii) *corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
  - (iv) *fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*

(v) *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;*

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

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good reputation of the procuring agency.

**PROCEDURE:** The procedure as per appended Schedule under sub-rule 6 of rule-21 (blacklisting mechanism or process) of amended PPRA rules 2014 notified on 08-01-2016 will be followed.

**5. Eligible Goods and Services.**

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Punjab in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance, testing after sales services e.t.c.

**6. Cost of Bidding.**

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

**7. Bidding for Selective Items.**

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Section-III i.e. Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the items mentioned in the Section-III i.e. Schedule of Requirements & Technical Specifications. However, Bidders cannot bid for partial quantities of an item mentioned in Section-III i.e. Schedule of Requirements & Technical Specifications. **THE BID MUST BE FOR THE TOTAL QUANTITY OF AN ITEM REQUIRED IN THE SECTION III i.e. SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.**

## **THE BIDDING PROCEDURE**

### **8. The Governing Rules.**

- 8.1 The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014 (amended), of the Government of Punjab.

### **9. Applicable Bidding Procedure.**

- 9.1 "Single stage – Two Envelops bidding procedure" shall be employed.

#### ***Single Stage: Two Envelope Bidding Procedure***

*Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:*

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;*
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";*
- (iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;*
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;*
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;*
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;*
- (vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and*
- (viii) The lowest evaluated bidder shall be awarded the contract;*

## **THE BIDDING DOCUMENTS**

### **10. Contents of the Bidding Documents**

- 10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
- (a) Instructions to Bidders (ITB) (Section-II)
  - (b) Schedule of Requirements & Technical Specifications (Section-III)
  - (c) Evaluation Criteria (Section-IV)
  - (d) Bid Forms (Section-V)
    - i) Letter of Intention
    - ii) Affidavit
    - iii) Technical Forms
    - iv) Financial Forms
  - (f) Draft Standard Contract (Section-VI)
    - i. Contract Form
    - ii. General Conditions of the Contract
    - iii. Special Conditions of Contract,
- 10.2 The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.
- 10.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

**11. Clarification(s) on Bidding Documents.**

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no 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.

**12. Amendment(s) to the Bidding Documents.**

12.1 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(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, E-mail or Fax, and shall be binding on them.

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

**PREPARATION OF BIDS**

**13. Language of Bids.**

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

**14. Documents comprising the Bids.**

14.1 The Bid shall comprise of the BID FORMs, UNDERTAKING, TECHNICAL DETAIL OF THE PRODUCT, of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the BID FORM and an appropriate PRICE SCHEDULE furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

**15. Bid Price.**

15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods, it proposes to supply on free delivery to the consignee end under the Contract.

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

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

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



- 15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.
- 15.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bid.
- 15.7 While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- 16. Bid Currencies.**
- 16.1 Prices shall be quoted in Pak Rupees.
- 17. Samples.**
- 17.1 The Bidder shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Section III. However, samples of cold chain (perishable) goods will be called later at the time of technical evaluation of bids. No samples will be entertained after bid opening.
- 18. Documentation on Eligibility of Bidders.**
- 18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 18.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.
- 19. Documentation on Eligibility of Goods.**
- 19.1 The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.
- 20. Bid Security.**
- 20.1 The Bidder shall furnish, as part of its bid, a Bid Security in the amount as specified in the **Bid Data Sheet**.
- 21. Bid Validity.**
- 21.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- 21.2 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.
- 21.3 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 without forfeiture of their bid securities.
- 22. Format and Signing of Bids.**
- 22.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.
- 22.2 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.

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

## **SUBMISSION OF BIDS**

### **23. Sealing and Marking of Bids.**

- 23.1 The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion.

Similarly, the Bidder shall seal the proposals/bids in separate envelopes. The envelopes shall then be sealed in an outer envelope marked with

#### **Tender No.**

- 23.2 The inner and outer envelopes shall:

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

(b) Bid Reference, Tender No, Items/**No. indicated in Section-III, Schedule of Requirements & Technical Specifications** and a statement: “DO NOT OPEN BEFORE,” the time and the date specified for opening of Bids.

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

- 23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

### **24. Deadline for Submission of Bids**

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

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

### **25. Late Bids**

- 25.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

### **26. Withdrawal of Bids**

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

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

## **OPENING AND EVALUATION OF BIDS**

### **27. Opening of Bids by the Procuring Agency.**

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

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

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Rules-2014.

27.5 The Procuring Agency shall have the minutes of the Bid opening (Technical and when applicable Financial) recorded.

27.6 No bid shall be rejected at Technical Proposal/Bid opening, except for late bids, which shall be returned unopened to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

### **28. Clarification of Bids.**

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

### **29. Preliminary Examination.**

29.1 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.

29.2 In the Financial Bids, the arithmetical errors shall be rectified on the following basis.

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

29.3 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.

29.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for Technical Proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.5 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.

**30. Evaluation of Bids.**

30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

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

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

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

**31. Qualification of Bidder**

31.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacity may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified.

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

31.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

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

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

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

**32. Rejection of Bids**

32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with Punjab Procurement Rules-2014 (PPR-2014). The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

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

**33. Re-Bidding**

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

33.2 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.

**34. Announcement of Evaluation Report**

34.1 The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the Punjab Procurement Rules, 2014, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

**35. Contacting the Procuring Agency**

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

35.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

**AWARD OF CONTRACT**

**36. Acceptance of Bid and Award Criteria**

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

**37. Procuring Agency's Right to vary quantities at the time of Award**

37.1 The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPRA 2014 (amended, 2016). Clause 59C (iv).

**38. Notification of Award**

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

38.2 The Procuring agency will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Security. After receipt of Performance Security, the Procuring agency will sign the Framework Contract and circulate the same to the relevant departments of the procuring agency for issuance of respective Purchase Orders strictly in accordance with contract after fulfillment of all prescribed legal & codal formalities.

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

**39. Limitation on Negotiations.**

39.1 Save and otherwise provided in PPR-2014, Procuring Agency shall not negotiate with any bidder.

**40. Signing of Contract.**

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

**41. Performance Guarantee.**

41.1 Before signing of contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency.

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

41.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.

**42. Price Reasonability.**

42.1 The prices quoted shall not be more than the Trade Prices as per MRP (Maximum Retail Price) fixed by the Federal Government under Drugs Act, 1976/DRAP Act, 2012.

**43. Drug Act/ DRAP Compliance.**

All supplies will comply with the provision of Drugs Act, 1976/DRAP Act, 2012/Punjab Drugs (Amendments) Ordinance 2015 and rules framed there under.

## SECTION III

### **SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS**

# 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	30 days for local items & 45 days for 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



**LIST OF MEDICINE ITEMS**  
**QUANTITIES AND TECHNICAL SPECIFICATIONS (Attached)**

LIST OF MEDICINE ITEMS					
Bid Enquiry No.	Generic Name	Technical Specifications	Estimated Unit Cost (Rs.)	Total Quantity	2% of the Total Estimated Cost (Required for Bid Security)

**NOTE: -**

- The bidder shall provide **03 samples of the quoted packs of each quoted item** 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.
- Any further information can be obtained from the office of the **Medical Director, The Children's Hospital Lahore.**

## **SECTION IV**

### **EVALUATION CRITERIA**

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

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 possess valid Drug Manufacturing License issued by DRAP (manufacturers) and valid Drug Sale License.
- ii. The bidder will provide valid Drug Registration Certificate of the quoted product. The product having less than one year experience will be ineligible.
- iii. 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	<b>ACTIVE PHARMACEUTICAL INGREDIENT (API) SOURCE</b>	<b>20</b>
	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	<b>FINANCIAL CAPACITY OF THE BIDDER (Annual Turnover of last financial year)</b>	<b>20</b>
	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	<b>EXPERIENCE OF THE QUOTED PRODUCT SINCE JULY, 2021</b>	<b>20</b>
	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&amp; delivery challan. The bidder shall also provide batch manufacturing record of the product.</i>	
4	<b>PHARMACY &amp; THERAPEUTIC COMMITTEE (P&amp;TC)</b>	<b>20</b>
	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 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	<b>Bidder &amp; Manufacturer Relationship</b>		20
	<b>Sole Agent Certification from Manufacture</b>		
	Less than one year will not be considered		
	Upto 2 years	05	
	Upto 5 years	10	
	More than 5 years	20	
2	<b>Local Market Business</b>		20
	<b>How many years the quoted product is being marketed in Pakistan?</b>		
	Upto 02 years	05	
	Upto 05 years	10	
3	<b>Compliance of Quality Standards</b>		20
	FDA/ WHO approved	20	
	Others	10	
4	<b>Export of Quoted Product (foreign principal/manufacturer)</b>		20
	3-5 Countries	10 marks	
	Above 5 Countries	20 marks	
5	<b>PHARMACY &amp; THERAPEUTIC COMMITTEE (P&amp;TC)</b>		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
	<b>GRAND TOTAL</b>		100
	<b>QUALIFYING MARKS = 60%</b>		

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.

**MEDICAL DIRECTOR**

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

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# **SECTION V**

## **BID FORM**

# BID COVER SHEET

## (For Medicine Items)

Bid Ref. Tender -----

Date-----

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

-

-----

-

-----

-

Address:-----

-

-----

-

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Bid for:  
Selected Items from the Schedule of Requirements.

Tender Inquiry / Item No.	Name of the Tendered Item	Brand Name Quoted	Pack Size	Drug Registration No. (attach certificate)	Drug Registration Date (attach certificate)	Specifications	Name of API Manufacturer & country of Origin
1.							
2.							
3.							
4.							
5.							
6.							
7.							

Signed:

Dated:

Official Stamp:

## BID FORM 1

# Letter of Intention

*Bid Ref No.*

*Date of the Opening of Bids*

*Name of the Firm :{ Add name e.g., Supply of Items etc}*

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

Dear Sir/Madam,

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

We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

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

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

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

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

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

We will pay the testing fee for samples collected from any supply of the procuring agency to be tested by international WHO recognized laboratory and will accept the results in addition to testing by DTLs, Punjab.

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

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

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

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

## BID FORM 2

# AFFIDAVIT

(Judicial Stamp paper Rs.100/-)

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject Contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That the prices offered are not more than trade price.
- 9) I/We, further undertake that I/we will ready to pay all the charges of sample(s) **(1 or more depending upon the ordered quantity amounting to Rs. 10/- Million or more)** tested by any international WHO accredited Laboratory, collected by any of the Inspection Committees constituted & notified by Government of the Punjab which will be paid directly to the International Lab and will accept the results.
- 10) I/We, further undertake that I/we will ready to pay the standard charges of testing samples by DTLs Punjab.
- 11) I/we further undertake to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.  
I /We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.
12. All the documents provided in the bid are not fake company will be held responsible for any false information / misconduct or bidding / concealment of facts.

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

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



## BID FORM 3

### MANUFACTURER'S SOLE AUTHORIZATION

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

WHEREAS *[\_\_\_\_\_ name of the Manufacturer]* who are established and reputable Manufacturers of *[nameand/or description of the goods]* having factories at *[address of factory\_\_\_\_\_]* do hereby solely authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign theContract with you against the Invitation for Bids (IFB) No. *[\_\_\_\_\_Reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 14 &15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature:-----.

Designation:-----

Official Stamp:-----

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.

## BID FORM 4

# Price Schedule

Name of the Firm \_\_\_\_\_

Bid Reference No. \_\_\_\_\_

Date of Opening of bid \_\_\_\_\_

<b>Tender Enquiry No.</b>	<b>Name of the Items</b>	<b>Detailed Specifications</b>	<b>Quoted Brand</b>	<b>Name of Manufacturer</b>	<b>M.R.P. / Market Price (Rs.)</b>	<b>T.P. (Rs.)</b>	<b>Offered Unit Price (inclusive all applicable taxes + transportation charges + discounts etc.)</b>

Signature:-----

Designation:-----

Date -----

Official Stamp:-----

2 If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

**User Note:** ***This form in conjunction with Bid Form 4 is to be filled in by the Bidder for quoted items/products and shall submit with Financial Proposal.***

Item #	ITEM NAME	Name of the firm/ Manufacturer	Brand name / Country of origin	Pack size offered	Registration No.& Date	Price Offered per Unit	Price Offered per Pack	Trade Price as approved by DRAP formerly MOH	Market Retail Price as approved by DRAP formerly MOH
1.									
2.									
3.									

# **Performance Guarantee**

To: *Medical Director*

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

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 Call Deposit 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 \_\_\_\_\_, 20\_\_

Signature and Seal of the Guarantors/ Bank

Address

Date

**SECTION VI**

**DRAFT STANDARD CONTRACT**

# Contract Form

## AGREEMENT

**THIS CONTRACT** is made at on day of 202\_\_, between the Medical Director The Children's Hospital, University of Child Health Sciences, Lahore, (hereinafter referred to as the "Purchaser") of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

**WHEREAS** the Purchaser invited bids for procurement of goods, in pursuance whereof M/s(*firm name*) being the Manufacturer/ authorized sole agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and

Whereas, the Purchaser has accepted the bid by the Supplier as per following detail;

Item No.	Item Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR)

### NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

- The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this contract, viz:
  - This Contract Form
  - The Schedule of Requirements **Annex- A**
  - Special Conditions of Contract & the Technical Specifications **Annex- B**
  - Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. **Annex- C**
  - The Notification of Award (AAT) **Annex- D**
  - Purchase Order **Annex-E**
  - Payment Schedule **Annex-F**
  - The General Conditions of Contract **Annex-G**
  - Performance Guarantee/Security **Annex-H**
  - Manufacturer's certificate of warranty under Drugs Act 1976/DRAP Act 2012 & rules framed there under **Annex-I**
  - The bidding document of Procuring Agency **Annex-J**
- Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
- The Term of the Contract:** This contract shall remain valid for one year from the date of signing, and will be further extendable for three months unless amended by mutual consent.
- The Supplier declares as under:
  - [*Name of the Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit

from The Children's Hospital, University of Child Health Sciences, Lahore or any administrative subdivision thereof or any other entity controlled by it (The Children's Hospital, University of Child Health Sciences, Lahore) through any corrupt business practice.

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

**5. Items to be Supplied & Agreed Unit Cost:**

- (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).
- (ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item
- (iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

**6. Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the

Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

7. **Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name].
8. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.
9. **Performance Guarantee/Security:**
  - (i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of Call Deposit Receipt to 02% of the total Contract amount having validity of one year from its date of issuance (extendable for three months) from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.
  - (iii) Failure to submit a Performance Guarantee/Security shall result into cancellation of contract & blacklisting of firm.
10. **Penalties/ Liquidated Damages**
  - (i) Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
  - (ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.
  - (iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of Performance Guaranty/Security shall be forfeited to The Children's Hospital, University of Child Health Sciences, Lahore account and the firm shall be blacklisted minimum for two years for future participation.
  - (iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase order.
  - (v) 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, **apenalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**
11. **Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

**For the Purchaser:**

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**For the Supplier:**

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IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at\_\_\_\_\_ (the place) and shall enter into force on the day, month and year first above mentioned.

**Signed/ Sealed: For The Manufacturer/  
Authorized Agent.**

**Sealed & Signed on behalf of Purchaser**

**Witnesses-1 on behalf of the Contractor**

**Witnesses-1 on behalf of the Purchaser**

**Witnesses-2 on behalf of the Contractor**

**Witnesses-2 on behalf of the Purchaser**

C.C.

1. -----
2. -----
3. -----

## 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 following schedule of requirements: -

**Respective Consignee's End:**

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

**Free delivery to Consignee's end basis:**

SUPPLY SCHEDULE	DELIVERY OF QUANTITY WITHOUT PENALTY
Immediately after Receiving of Purchase Order.	30 Days for local item and 45 days for imported items
With Penalty @ 0.067% per day	After Completion of due delivery period specified against each purchase order 2% penalty per month (0.067% per day) shall be imposed.

# **Special Conditions of the Contract** **& Technical Specifications**

a). **Product Specifications.**

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

b). **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.

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.

**“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 **85% for the locally manufactured items** and **75% for the imported items**.
  - ii. The lower limit of the shelf life must be up to **80% and 70% with imposition of 1% penalty** charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported items respectively.
  - iii. In case of *vaccines & other biotechnical products*, the stores with the shelf life up to **70%** will be accepted without penalty charges and **up to 60%** with imposition of **1% Penalty** charges of actual shortfall in shelf life below prescribed limit"
- e). **Testing/Verification Procedures**
  - 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 addition to Purchaser's Inspection Committee, samples collected at random from any batch/ Supply, by any other Inspection Committee constituted & notified by Government of the Punjab, during inspection will be got tested by any international WHO accredited Laboratory. **All costs related to such lab tests** shall be borne by the Supplier. The supplier will directly pay the charges to that particular laboratory.
  - iii. 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 **21 days (three weeks)** from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory Authority for **legal action** as per Drugs Act 1976/DRAP Act 2012/Punjab Drugs (Amendments) Ordinance 2015 and **disposal of substandard stocks**.
  - iv. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed 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
- ii. All costs associated with the transportation including loading/unloading of items and road taxes shall be borne by the Supplier.
- iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items. The firm shall be bound to produce batch wise cold chain data form 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.
- h) **Integrity Pact**  
The supplier shall provide affidavit of integrity pact for awarded item/items with contract value equal to or more than 10 Million Rupees on the prescribed format on judicial stamp paper of value Rs. 100/-

## **INTEGRITY PACT**

### **AFFIDAVIT (Rs. 100/- Judicial Stamp Paper)**

We \_\_\_\_\_ (Name of the bidder / supplier) \_\_\_\_\_ being the first duly sworn on oath submit, that Mr. / Ms. \_\_\_\_\_ (if participating through agent / representative) is the agent/ representative duly authorized by \_\_\_\_\_ (Name of the bidder company) \_\_\_\_\_ hereinafter called the Contractor to submit the attached bid to the \_\_\_\_\_ (Name of the Purchaser) \_\_\_\_\_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the \_\_\_\_\_ (Name of the Purchaser) \_\_\_\_\_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance. Signature & Stamp Subscribed and sworn to me this day of 20 Notary Public

Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of 20\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

## **PRICE SCHEDULE SUBMITTED BY THE BIDDER**

*(The approved price schedule submitted by the Bidder will be attached)*

**NOTIFICATION OF AWARD/ ADVANCE ACCEPTANCE OF  
TENDER**

**PURCHASE ORDER**



## **PAYMENT SCHEDULE**

- i. 100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO);*
  - a. against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014. (Amended,2016)*
  - b. On production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.*
- ii. Part Supply and Part Payment is not allowed, the Payment will only be made after the receipt of complete supply within due time.*

*(However, if there is any alternate payment schedule, agreed by the Purchaser and Supplier, will be annexed here (it can be followed).*

# **General Conditions of Contract (GCC)**

## **1. Definitions**

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

- (a) "The Contract" means the agreement entered into between the Purchaser (Medical Director The Children's Hospital, University of Child Health, Sciences, Lahore) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
- (c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, defacing of the stock, transportation of goods upto the desired destinations 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 Special Conditions of the Contract.
- (g) "The Purchaser" means the Medical Director, The Children's Hospital, Lahore.
- (h) "The Supplier" means the individual or firm supplying the goods under this Contract.
- (i) "Day" means calendar day.

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|--|-----|---|
| <b>2. Application</b>                                | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.   |
| <b>3. Source of Import</b>                           | 3.1 | All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.   |
|  | 3.2 | For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.  |
| <b>4. Standards</b>                                  | 4.1 | The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.  |
|  | 4.2 | In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.   |
|  | 4.3 | If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Medical Director The Children's Hospital, University of Child Health, Sciences, Lahore. the price difference shall be paid by the Supplier.   |
|  | 4.4 | In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser's premises, burning, dumping, or incineration.  |
| <b>5. Use of Contract Documents and Information.</b> | 5.1 | The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. |
|  | 5.2 | The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract. Any document, other than the Contract itself, enumerated in GCC   |
|  | 5.3 | Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the  |

		Supplier's performance under the Contract if so required by the Purchaser.
	5.4	The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
<b>6. Patent Rights</b>	6.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
<b>7. Submission of Samples</b>	7.1	Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.
<b>8. Ensuring storage arrangements</b>	8.1	To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.
<b>9. Inspections and Tests</b>	9.1	The Purchaser or its representative shall have the right to inspect and / or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
	9.2	All related costs associated with testing shall be borne by the Supplier.
	9.3	The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing. Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.
<b>10. Delivery and Documents</b>	10.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods. In case the Contractor fails to adhere to the prescribed time schedule, the Purchaser is at liberty to make risk purchases at the risk & cost of the Contractor in the best public interest.
	10.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	10.3	The goods supplied under the Contract shall be delivered on free delivery of consignee's end basis under which risk is transferred to the buyer after the Goods having been delivered;
<b>11. Insurance</b>	11.1	The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

<b>12. Transportation</b>	12.1	The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement
	12.2	All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
<b>13. Incidental Services</b>	13.1	The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
<b>14. Warranty</b>	14.1	All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
	14.2	The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
<b>15. Payment</b>	15.1	The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
	15.2	The currency of payment shall be Pakistan Rupee.
<b>16. Prices</b>	16.1	Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
<b>17. Contract Amendments</b>	17.1	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
<b>18. Assignment</b>	18.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
<b>19. Subcontracts</b>	19.1	The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
<b>20. Delays in the Supplier's Performance</b>	20.1	Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	20.2	If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the

		Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
	20.3	Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
<b>21. Termination for Default</b>	21.1	<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>(a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the signed contract, and subsequent Purchase order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause Corrupt and fraudulent practices means:</p> <p><i>“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the 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, non-competitive 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 practices:</i></p> <p>(i) <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;</i></p> <p>(ii) <i>collusive practice by arrangement between two or more parties to the procurement process or contract</i></p>

*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;*

**Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.**

- 21.2 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;
- i. Submission of false fabricated / forged documents for Procurement in tender.
  - ii. Not attaining required quality of work.
  - iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
  - iv. Non execution of work as per terms & condition of contract.
  - v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
  - vi. Involvement in any sort of tender fixing.
  - vii. Persistent and intentional violation of important conditions of contract
  - viii. Non-adherence to quality specification despite being importunately pointed out.
  - ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good reputation of the procuring agency.


**PROCEDURE:** As per Rule-21 of the procurement Rules 2014.

- 22. Force Majeure**
- 22.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to miss-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.
- 22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of the purchase order under the signed contract and inform the Supplier of its findings promptly.
- 22.3 Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
- 23. Termination for Insolvency**
- 23.1 The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
- 24. Arbitration and Resolution of Disputes**
- 24.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 24.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 24.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).



<b>25. Governing Language</b>	25.1	The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified Language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
<b>26. Applicable Law</b>	26.1	This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
<b>27. Notices</b>	27.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
	27.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>28. Taxation</b>	28.1	All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.
<b>29. Blacklisting Mechanism</b>	29.1	The procuring agency may, on information received from any resource, issue show cause notice to a bidder or contractor.
	29.2	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.
	29.3	The procuring agency shall give minimum of seven days to bidder or contractor for submission of written reply of the show cause notice.
	29.4	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.
	29.5	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.
	29.6	The procuring agency shall give minimum of days to the bidder or contractor for appearance before the specified officer of the procuring agency for personal hearing.
	29.7	The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	29.8	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.

- 29.9 The procuring agency shall communicate 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.
- 29.10 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.
- 29.11 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.
- 29.12 The Authority shall immediately publish the information and decision of blacklisting on its website.
- 29.13 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.
- 29.14 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.
- 29.15 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.
- 29.16 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.
- 29.17 An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

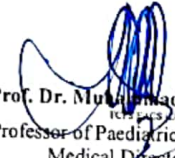
  
**MEDICAL DIRECTOR**  
The Children's Hospital, University of Child  
Health Sciences, Lahore  
Phone & Fax No. 042-99203428

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### LIST OF BULK PURCHASE OF OPD MEDICINE ITEMS FY 2022-2023

SR#	Class	Generics	Specification	Total Quantity	Estimated Cost (Rs.)	2% Bid Security
1	ANTHELMENTICS	Susp. Mebendazole 100mg/5ml	30ml Syp. of 100mg/5ml	38,500	50.00	38,500
2	ANTIBIOTICS	Susp. Amoxicillin + Clavulanic acid 312mg/5ml	90 Suspension of 312.5mg/5ml	101,500	107.00	217,210
3		Syp. Metronidazole 200mg/5ml	90ml syp of 200mg/5ml	46,000	61.00	56,120
4		Susp. Ciprofloxacin 250mg/5ml	60 Syp. of 250 mg/5ml	68,500	142.00	194,540
5		Syp. Cefixime 200mg/5ml	30ml susp of 200mg/5ml	88,000	107.00	188,320
6		Susp. Azithromycin 200mg/5ml	25ml susp of 200mg/5ml	46,000	69.00	63,480
7	CNS DRUGS	Tab. Lamotrigin 25 mg	Tab. of 25mg in a pack of 30	25,000	5.95	2,975
8		Tab. Lamotrigin 50 mg	Tab. of 50mg in a pack of 30	10,000	9.50	1,900
9		Syp. Risperidone	1 mg/ 1ml syp. of 60ml	10,000	212.00	42,400
10		Tab. Topiramate 25 mg	Tab. of 25 mg in pack of 60	20,000	5.80	2,320
11		Tab. Atomoxetine 10 mg	Tab./cap of 10mg	3,000	10.00	600
12	DERMATOLOGY DRUGS	Ketoconazole 2% cream	10gms cream of 2%	10,000	86.39	17,278
13		Permethrin cream 5%	30gms cream	15,000	57.80	17,340
14		Lignocaine Gel 2%	2% w/v in a tube of 15gms	25,000	35.70	17,850
15		Polymyxin (10000 IU/g) + Bacitracin (500 IU/g) Skin ointment	20gm tube of 10000units + 500 units/gm	50,000	66.61	66,610
16	OPHTHALMIC DRUGS	Tobramycin (0.3%)+ dexamethasone 0.1% Eye drop	5ml Drops. of 0.3 & 0.1% individually packed with leaflet	10,000	68.00	13,600
17		Polyfax eye ointment	6 gm tube of 10000units+ 500units / gm	5,000	28.78	2,878
18		Moxifloxacin eye drops 0.5%	5 ml drops 0.5% w/v individually	10,000	42.00	8,400
19	OTIC DRUGS	Soda Glycerine 5%w/w Ear drops	Drops of 10ml	10,000	18.00	3,600
20		Ciprofloxacin + Dexamethasone Ear drops	Drops of 5ml	8,000	111.76	17,882
21	ANALGESICS/ANTIPYRETICS	Syp. Ibuprofen 200mg/5ml	90ml syp of 200mg/5ml	96,000	39.90	76,608
22		Syp. Paracetamol 250mg/5ml	90mg susp of 250mg/5ml	123,000	78.20	192,372
23		Syp. Paracetamol 120mg/5ml	90 ml syp of 120mg/5ml	112,000	48.75	109,200
24	MULTIVITAMINS, MINERALS & Other SUPPLEMENTS	Vitamin D 400 IU / drop	10ml drops of 400IU	33,500	168.00	112,560
25		Vitamin A 1500mcg/drop	10 ml drops of 1500mcg	23,000	200.00	92,000
26		Syp. Ferrous Sulphate with B complex	Syp. of 120 ml	83,200	69.09	114,966
27		Syp. Zinc Sulphate	60mg syp of 20mg zinc	35,500	72.16	51,234
28		Susp. Calcium P (vit. D + calcium)	110 ml Syp. of 350mg + 210mg/5ml	27,500	58.65	32,258
29		Tab. Alfacalcidol 25mcg	25 mcg in a pack of 10	15,000	8.77	2,631
30	RESPIRATORY DRUGS	Salbutamol Inhaler 100mcg	Inhaler of 100 mcg/puff	2,000	165.00	6,600
31		Satchet Montelukast 4mg	Sachet of 4mg in a pack of 14	24,500	16.87	8,266
32		Inhaler Beclamethasone	Inhalerr of 250mcg	3,500	482.78	33,795

SR#	Class	Generics	Specification	Total Quantity	Estimated Cost (Rs.)	2% Bid Security
33	ANTI HISTAMINE	Syp. Loratadine 5mg/5ml	30ml Syp. of 5mg/5ml	75,000	25.50	38,250
34		Syp. Chlorpheniramine Maleate 2mg/5ml	60ml syp of 2mg/5ml	17,000	27.00	9,180
35	CORTICOSTEROIDS	Tab. Prednisolone 5mg	5 mg tablet in a bottle of 1000	142,000	1.43	4,061
36		Tab. Hydrocortisone 10mg	Tab. of 10mg in a pack of 30	150,000	3.53	10,590
37	GIT DRUGS	Syp. Domperidone 5mg/5ml	120mg susp of 5mg/5ml	32,000	51.00	32,640
38		Syp. Lactulose 3.35gm/5ml	120 ml Syp. of 3.35gm/5ml	42,000	140.00	117,600
39		ORS (Low osmolar)	Pack of 20	50,000	9.97	9,970
40		Glycerine Suppositories	Pends size in a pack of 12	15,000	3.00	900
41		Tab. Sulfasalazine 500mg	Tab. of 500mg in a pack of 10	10,000	8.94	1,788
42		Omeperazole Sachet 20mg	Sachet of 20mg	50,000	15.00	15,000
43	CARDIOVASCULAR DRUGS	Tab. Captopril 12.5mg	Tab. of 12.5 mg in a pack of 30	200,000	6.00	24,000
44		Tab. Spiromide 20mg	Tab. of 20mg in a pack of 20	115,000	5.36	12,328
45		Tab. Digoxin 250ug	Tab. of 0.25 mg in bottle of 25's	25,000	2.20	1,100
46		Tab. Propranolol 10mg	Tab. of 10 mg in a pack/bottle of 50	35,000	1.65	1,155
47		Tab. Carvedilol 6.25 mg	Tab. of 6.25mg in a pack of 30	8,000	2.26	362
48		Tab. Doxazosin Mesylate 2mg	Tab. of 2mg in a pack of 20	8,000	9.03	1,445
49	ANTI FUNGAL	Nystatin 100,000 IU / ml Drops	Drop. of 30ml/ (10,000 IU)	22,500	90.00	40,500
50		Syp. Fluconazole 50mg / ml	30ml Syp. of 50mg/5ml	12,120	140.00	33,936
51	ANTI VIRAL	Tab. Acyclovir 400mg	Tab. of 400mg in a pack of 30	1,500	19.00	570
52		Susp. Acyclovir 200mg/5ml	30ml Syp. 200mg/5ml	6,000	160.00	19,200
53	HORMONAL DRUG	Tab. Fludrocortisone 0.1mg	Tab. Of 0.1 mg in pack of 20	100,000	3.40	6,800
54		Tab. Thyroxine 50mg	Tab. of 50mg in a bottle of 100	500,000	1.38	13,800
55	ANTI MALARIAL	Artemether + Lumefantrine Suspension	60ml Syp. of 90mg + 15mg/5ml	20,000	119.96	47,984
56	ANTIEMETIC	Dimenhydrinate Suspension 12.5mg/4ml	60ml syp of 12.5mg/4ml	25,000	34.00	17,000
57	IMMUNOSUPRESANT	Cap. Tacrolimus 1mg	Cap. of 1mg in a pack of 30	10,000	33	6,600
58		Cap. Tacrolimus 0.5mg	Cap. of 0.5mg in a pack of 30	5,000	20.01	2,001
59		Tab. Mycophenolate 500 mg in a pack of 50	Tab. of 500mg in a pack of 50	15,000	60	18,000

  
 Prof. Dr. Muhammad Saleem  
 Professor of Paediatric Surgery  
 Medical Director

# **BIDDING DOCUMENT**

## **FRAMEWORK CONTRACT FOR PURCHASE OF DIGITAL X-RAY FILMS FOR THE YEAR 2022-2023**



<b>Name of Procuring Agency:-</b>	<b>The Children's Hospital, University of Child Health Sciences, Lahore</b>
<b>Corresponding Address:-</b>	<b>Ferozepure Road, Lahore</b>
<b>Phone No:-</b>	<b>042-99230901-23</b>
<b>Fax No:-</b>	<b>042-99231560</b>
<b>Website:-</b>	<b><a href="http://www.chich.edu.pk">www.chich.edu.pk</a></b>





**INVITATION FOR BIDS**

BID REFERENCE NO. 41617/4/CH&UCHS

Dated:- 28-07-2022

**PROCUREMENT OF DIGITAL X-RAY FILMS FOR THE CHILDREN'S HOSPITAL, UNIVERSITY OF CHILD HEALTH SCIENCES, LAHORE FOR THE YEAR 2022-2023**

1. The Children's Hospital University of Child Health Sciences, Lahore invites sealed bids from manufacturers / sole agents of the foreign principals / authorized distributors for the procurement of Digital X-Ray Films for the year **2022-2023** on free delivery to Consignee's end basis. The firm will provide Four CR Systems & Six Printers free of cost as per requirement of the Hospital. Detailed specifications along with bill of quantities of Digital X-Ray Films are given in the bidding documents. The Government of Punjab has allocated funds in the specific head of account for the purpose of the purchase of Digital X-Ray Films.
2. Interested bidders may get the bidding documents & detailed specifications from the office of **Purchase 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 & detailed specifications.
3. Bidding documents including detailed specifications, terms & conditions shall be issued 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 Punjab Procurement Regulatory Authority ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.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, 2016). The envelopes shall be marked as **"FINANCIAL PROPOSAL"** & **"TECHNICAL PROPOSAL"** in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
5. Sealed bids are required to be submitted by the interested bidders on **23-08-2022 till 11:00 a.m.** positively in the **Conference Room (Admin Block)**. The bids received till the stipulated date & time shall be opened on the same day at **11:30 a.m.** in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee. Bid Security @ **2%** of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee preferably / CDR (Deposit at Call) from any scheduled bank is required to be furnished with the **Technical Bid**. All bids should be submitted in tape or ring binding. Otherwise bid will be rejected.
6. 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.
7. The bidders are requested to give their lowest and best prices with their bids as no negotiation on the prices are allowed.

**Note: The procurement shall be governed by the Punjab Procurement Rules, 2014 (amended, 2016).**

  
**Prof. Dr. Muhammad Saleem**  
(D.S.T.A.S. (USA), M.B.B.S. (FPM))  
Professor of Paediatric Surgery  
Medical Director

1. **Compulsory Parameters (Annexure “A”)**

- i) Original Bid Receipt.
- ii) Copy of Bidders Computerized National Identity Card.
- iii) Bid Security @ **2%** of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee preferably / CDR (Deposit at Call) from any scheduled bank is required to be furnished with the **Technical Bid**.
- iv) National tax number (attached attested copy).
- v) General sales tax number (attached attested copy).
- vi) Professional Tax (attached attested copy).
- vii) Previous Experience in the relevant field (less than one year will not be considered).
- viii) Valid Agency Agreement (translated in English) for Sole Agents / valid authorization certification for distributor.
- ix) Undertaking regarding the firm never black listed of Items on the legal stamp paper of Rs. 100/-
- x) Undertaking regarding the firm uninterrupted supply of Items on the legal stamp paper of Rs. 100/-
- xi) Undertaking regarding that the prices quoted against each items mentioned at bid are not more than any other Government Institution in Punjab on the legal stamp paper of Rs. 100/- (**Price Reasonability Certificate**)
- xii) Samples of the quoted items (Product should comply 100% with the advertised specifications) must be submitted at the time of bid opening for evaluation.
- xiii) **All bids should be submitted in tape binding.** All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory

2. **Bid Validity**

Bids shall remain valid for the period of **180 days** after of opening of Technical Bid. A bid valid for a shorter period shall be rejected as Non-Responsive. The procuring agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period.

However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

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

3. **Bidding Procedure**

The bidding procedure shall be Governed by the Punjab Procurement Rules (PPR) 2014, amended 2016. Single stage two envelope bidding procedure shall be employed as per Rule 38(2)(a) of Punjab Procurement Rules, 2014. The envelopes shall be marked as “**FINANCIAL PROPOSAL**” & “**TECHNICAL PROPOSAL**” in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

3. **Bid Evaluation Criteria**

For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous experience, engineering / technical capabilities, financial soundness and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration. The information provided by the firm should be relevant, concise & to the point as per bid evaluation criteria, unnecessary documentation will have a negative impact. During the Technical evaluation, no amendments in the technical proposal shall be permitted.

4. **Grievance Petition Period**

Prior to the opening of financial bid, all technically qualified bidders may be given a margin of ten (10) days after the announcement of technical evaluation report where after the financial bid may be opened. After lapse of given time between the declaration of technical evaluation report and opening of the financial, no grievance petition would be entertained regarding the technical qualification of successful bidders. The objection after the opening of the financial bid remain restricted to the financial bid only.

5. **Acceptance of Bid and Award Criteria.**

The Bidder, whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract. **The bid must be for the whole quantity of an item as required and advertised.** The validity of the contract is one year from the date of issuance of contract further extendable for three months or till the completion of next contract for the year **2022-2023** whichever is earlier.

6. **Procuring Agency's Right to vary quantities at the time of Award.**

The Procuring Agency reserves the right at the time of award of contract to increase or decrease, the quantity of goods originally specified in the technical specifications without any change in unit price and other terms & conditions.

7. **Performances Guarantee**

The Performance Guarantee will be 5% of the total value of contract amount. The performance Guarantee shall be deposited in the shape of Deposit at Call (CDR) / irrevocable Bank Guarantee from any scheduled bank. In case of the breach of the contract, the security will be forfeited. **The Performance guarantee will be retained till the completion of contract period.**

8. The procuring agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the Punjab Procurement Rules 2014 (amended, 2016) giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract.



**Rejection of Bids (as prescribed in Rule 35 of Punjab Procurement Rules-2014 (amended, 2016).**

- i). The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- ii). 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.
- iii). The Procuring Agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards the bidders.
- iv). The bidders shall be promptly informed about the rejection of the bids, if any.
- v). A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.

**9. 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.
- ii). All costs associated with the transportation including loading / unloading of Items and road taxes shall be borne by the Supplier.

**10. Penalties / Liquidated Damages**

- i). Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- ii). After the cancellation of the Contract no supplies shall be accepted and the amount of Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii). If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- iv). The exact time frame for making supplies without penalty is 30 for local day and 45 days for imported shall be indicated in subsequent purchase orders.
- v). In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**

**11. The following terms & conditions are required to be fulfilled by Bidders.**

- i). If the Bid is accepted, bidder will have to deliver the goods to The Children's Hospital within stipulated time period mentioned in the supply order during the working hours.
- ii). Partial supply will not be acceptable.
- iii). If stores rejected by the inspection committee, it will be replaced by the bidder within a week, otherwise, the rejected items will be forfeited in favor of the hospital and bill of the remaining items, if present in the purchase order, will not be forwarded.

- iv). The bidder will submit three copies of bill against supplies at the time of delivery to the office of the Medical Director, duly supported by three photocopies of purchase order, invoice, advance acceptance, award letter and delivery challan.
12. Tax deduction will be according to Government Rules. All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.
  13. Any conditional or ambiguous bid will not be accepted.
  14. Any erasing / cutting / crossing etc. appearing in the offer will not be accepted.
  15. List of products with detail specification is hereby attached.
  16. All prices shall be quoted in Pak rupees on the prescribed Performa of Financial Proposal as Annexure "B".

  
**Prof. Dr. Muhammad Saleem**  
(FCPS) (DPM) (DPA) (DPS) (DPP)  
Professor of Paediatric Surgery  
Medical Director

The terms and conditions read and agreed.


1. Bidder's Name. \_\_\_\_\_
2. Bidder's Signature. \_\_\_\_\_
3. Name of Firm. \_\_\_\_\_
4. Mailing Address. \_\_\_\_\_
5. Land Line No. \_\_\_\_\_
6. Mobile No. \_\_\_\_\_
7. Seal Stamp. \_\_\_\_\_

## Evaluation Criteria (Check List)

### Compulsory Parameters

Sr. No.	Parameters	Relevant Page Number in the Bid (to be filled by the bidder)	Compliance Status (Yes / No)
1.	Original Bid Receipt		
2.	Copy of Bidders Computerized National Identity Card.		
3.	Bid Security @ 2% of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee preferably / CDR (Deposit at Call) from any scheduled bank is required to be furnished with the <b>Technical Bid</b> .		
4.	National tax number.(attached attested copy)		
5.	General sales tax number (attached attested copy)		
6.	Professional Tax (Attached attested copy).		
7.	Previous Experience in the relevant field (less than one year will not be considered).		
8.	Valid Agency Agreement (translated in English) for Sole Agents / valid authorization certification for distributor.		
9.	Undertaking regarding the firm never black listed, on the legal stamp paper of Rs. 100/-		
10.	Undertaking regarding the firm uninterrupted on the legal stamp paper of Rs. 100/-		
11.	Undertaking regarding that the prices quoted against each items mentioned at bid are not more than any other Government Institution in Punjab on the legal stamp paper of Rs. 100/- ( <b>Price Reasonability Certificate</b> ).		
12.	Samples of the quoted items (Product should comply 100% with the advertised specifications) must be submitted at the time of bid opening for evaluation.		
13.	<b>All bids should be submitted in tape binding.</b> 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.	N/A	

**Note:-** The provision of check list is essential prerequisites alongwith submission of bid.

  
**Prof. Dr. Muhammad Saleem**  
(FACS, ACS (USA), M.D.-FRCPS)  
 Professor of Paediatric Surgery  
 Medical Director

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

Mobile No. \_\_\_\_\_

**PURCHASE OF DIGITAL X-RAY FILMS FOR THE YEAR 2022-2023****Marking Criteria****(100 Marks)**

<b>Sr. No.</b>	<b>DESCRIPTION</b>	<b>MARKS FOR EVALUATION</b>
1.	<b>FINANCIAL CAPACITY OF THE BIDDER</b> Annual Turnover of last financial year	<b>15</b>
	100 Million or above	15
	Between 50 Million- 100	10
	Less than 50 Million	05
	<i>The bidder will provide requisite documents i.e. Federal Board of Revenue document showing the annual sale of the firm.</i>	
2.	<b>EXPERIENCE OF THE QUOTED PRODUCT SINCE JULY 2020</b>	<b>20</b>
	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
	<i>The bidder shall provide verifiable documentary evidences like commercial invoices alongwith a summary of sale of quoted product, purchase orders &amp; delivery challan. The bidder shall also provide batch manufacturing record of the product.</i>	
3.	<b>Bidder &amp; Manufacturer Relationship</b>	
	<b>Authorization Certification</b>	<b>20</b>
	Less than one year will not be considered	
	Upto 2 years	05
	Upto 5 years	10
	More than 5 years	20
4.	<b>Local Market Business</b>	<b>15</b>
	<b>How many years the quoted product is being marketed in Pakistan?</b>	
	Less than one year will not be considered	
	Upto 2 years	05
	Upto 5 years	10
	More than 5 years	15
5.	<b>Detail of Technical Staff ( Services &amp; Maintenance Engineer)</b>	<b>20</b>
	The bidder is required to attach attested copy of the relevant Degree and appointment letter of concerned incumbent technical staff.	
	More than 04 persons	20
	At least 02 persons	10

Sr. No.	DESCRIPTION	MARKS FOR EVALUATION
6.	<b>Ware House Facility</b> Covered area of the ware house, Total number of ware houses in Punjab, Facility of loading and unloading	10

**Note:-** The provision of check list is essential prerequisites alongwith submission of bid.  
Bids securing minimum of **60% marks** in marking criteria will be eligible for product profile.

**Prof. Dr. Muhammad Saleem**  
(FRCR, FACS (USA), MRCP (UK))  
Professor of Paediatric Surgery  
Medical Director

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

**LIST OF DIGITAL X-RAY FILM TO BE PURCHASE FOR THE YEAR 2022-2023**

Sr. No.	Item Descriptions	Quantity	Estimated Cost (Rs.)	Total Price (Rs.)	Performance Security (Bank Guarantee / CDR to be submitted by the successful bidders 2%)
1	X-Ray Film Pkt of 150's sheet size (08" x 10") 20 cm x 25 cm	700 Packets	12,600.00	8,820,000.00	176,400.00
2	X-Ray Film Pkt of 150's sheet size (10" x 14") 26 cm x 36 cm	500 Packets	21,150.00	10,575,000.00	211,500.00
3	X-Ray Film Pkt of 100's sheet size (14" x 17") 35 cm x 43cm	500 Packets	23,300.00	11,650,000.00	233,000.00
<b>Total Amount</b>				<b>31,045,000.00</b>	<b>620,900.00</b>

**Note:-**

- Four CR Systems with UPS, Six printers and fifty cassettes must be provided by the firm free of cost as per requirement of the Hospital.
- Detail specification of the CR Systems & Printers must be attached with the technical proposal.
- Firm will be responsible for the maintenance and back up services with parts of the CR Systems & Printers free of cost until the validity of the contract awarded to the firm for the year 2022-2023.

Prof. Dr. Muhammad Saleem  
Professor of Paediatric Surgery  
Medical Director

- Bidder's Name. \_\_\_\_\_
- Bidder's Signature. \_\_\_\_\_
- Mailing Address. \_\_\_\_\_
- Land Line No. \_\_\_\_\_ Mobile No. \_\_\_\_\_
- Seal Stamp. \_\_\_\_\_



**PURCHASE OF DIGITAL X-RAY FILMS FOR THE YEAR 2022-2023**

**FINANCIAL PROPOSAL**

Sr. No.	Items Description	Brand	Pack size	Anticipated Demand	Unit Price (Rs.)	Total Price (Rs.)
1.						
2.						
3.						

**Prof. Dr. Muhammad Saleem**  
(FCPS, FRCGS (USA), MME-ABPE)  
 Professor of Paediatric Surgery  
 Medical Director

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

# BIDDING DOCUMENT

## FRAMEWORK CONTRACT FOR PURCHASE OF DENTAL MATERIAL / CHEMICAL ITEMS FOR THE YEAR 2022-2023



<b>Name of Procuring Agency:-</b>	<b>The Children's Hospital, University of Child Health Sciences, Lahore</b>
<b>Corresponding Address:-</b>	<b>Ferozepure Road, Lahore</b>
<b>Phone No:-</b>	<b>042-99230901-23</b>
<b>Fax No:-</b>	<b>042-99231560</b>
<b>Website:-</b>	<b><a href="http://www.chich.edu.pk">www.chich.edu.pk</a></b>





*The Children's Hospital,  
University of Child Health Sciences*  
Ferozepur Road, Lahore Phone # (92) (42) 99230901-23 Fax # 99231560



**INVITATION FOR BIDS**

**BID REFERENCE NO. 41617/5/CH&UCHS Dated 28-07-2022**

**FRAMEWORK CONTRACT FOR PURCHASE OF DENTAL MATERIAL / CHEMICAL ITEMS FOR  
THE CHILDREN'S HOSPITAL, UNIVERSITY OF CHILD HEALTH SCIENCES, LAHORE  
FOR THE YEAR 2022-2023**

1. The Children's Hospital, University of Child Health Sciences, Lahore invites sealed bids from manufacturers / sole agents of the foreign principals /authorized distributors for the procurement of **Dental Material / Chemical Items** for the year **2022-2023** on free delivery to Consignee's end basis. Detailed specifications along with bill of quantities of Items are given in the bidding documents. The Government of Punjab has allocated funds in the specific head of account for the purpose of the purchase of Items.
2. Interested bidders may get the bidding documents & detailed specifications from the office of **Purchase Department** on submission of written application on their letter head along with payment of non-refundable fee of **Rs. 1000/- (One thousand only)** for each set of bidding documents & detailed specifications.
3. Bidding documents including detailed specifications, terms & conditions shall be issued 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](http://www.ppra.punjab.gov.pk)) & The Children's Hospital, University of Child Health Sciences, Lahore ([www.chich.edu.pk](http://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, 2016). The envelopes shall be marked as **"FINANCIAL PROPOSAL"** & **"TECHNICAL PROPOSAL"** in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
5. Sealed bids are required to be submitted by the interested bidders on **23-08-2022 till 11:00 a.m.** positively in the **Conference Room (Admin Block)**. The bids received till the stipulated date & time shall be opened on the same day at **11:30 a.m.** in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee. All bids should be submitted in tape or ring binding. Otherwise bid will be rejected.
6. 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.
7. The bidders are requested to give their lowest and best prices with their bids as no negotiations on the prices are allowed.

**Note: The procurement shall be governed by the Punjab Procurement Rules, 2014 (amended, 2016).**

  
Prof. Dr. Muhammad Saleem  
Professor of Paediatric Surgery  
Medical Director

## 1. **Compulsory Parameters (Annexure “A”)**

- i) Original Bid Receipt.
- ii) Copy of Bidders Computerized National Identity Card.
- iii) Bid Security @ **2%** of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee preferably / CDR (Deposit at Call) from any scheduled bank is required to be furnished with the **Technical Bid**.
- iv) Sole Agency certification from foreign principal or Authorization letter from manufacturer/ sole agent in Pakistan.
- v) National tax number (attached attested copy).
- vi) General sales tax number (attached attested copy).
- vii) Professional Tax (attached attested copy).
- viii) Previous Experience in the relevant field (less than one year will not be considered the bidder shall attached verifiable documentary evidences with the bid.
- ix) Undertaking regarding the firm never black listed of items on the legal stamp paper of Rs. **100/-**
- x) Undertaking regarding the firm uninterrupted supply of items on the legal stamp paper of Rs. **100/-**
- xi) Undertaking Regarding that the prices quoted against each items mentioned at bid are not more than any other Government Institution in Punjab on the legal stamp paper of Rs. **100/- (Price Reasonability Certificate)**.
- xii) Sample of the quoted packs of each items (Product that comply 100% with the advertised specifications) for evaluation must be submitted to the concerned store at the time of bid opening. After bid opening no samples will be entertained.
- xiii) **All bids should be submitted in tape binding.** All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.

## 2. **Bid Validity**

Bids shall remain valid for the period of **180 days** after of opening of Technical Bid. A bid valid for a shorter period shall be rejected as Non-Responsive. The procuring agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

## 3. **Bidding Procedure**

The bidding procedure shall be Governed by the Punjab Procurement Rules (PPR) 2014, amended 2016. Single stage two envelope bidding procedure shall be employed as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (amended, 2016). The envelopes shall be marked as “**FINANCIAL PROPOSAL**” & “**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. **Bid Evaluation Criteria**

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

Hospital authorities reserve the right to ignore the lower prices on the basis of quality and standard. The information provided by the firm should be relevant, concise & to the point as per bid evaluation criteria, unnecessary documentation will have a negative impact. During the Technical evaluation, no amendments in the technical proposal shall be permitted.

5. **Acceptance of Bid and Award Criteria.**

The Bidder, whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in bidding documents and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract. **The bid must be for the whole quantity of an item as required and advertised.** The validity of the contract is one year from the date of issuance of contract till the completion of next contract for the year **2022-2023** whichever is earlier.

The procuring agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the Punjab Procurement Rules, 2011 (amended, 2016) giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract.

6. **Grievance Petition Period**

Prior to the opening of financial bid, all technically qualified bidders may be given a **10 days** after the announcement of technical evaluation report where after the financial bid may be opened. After lapse of given time between the declaration of technical evaluation report, no grievance petition would be entertained concerning the technical qualification of successful bidders.

7. **Procuring Agency's Right to vary quantities at the time of Award.**

The Procuring Agency reserves the right at the time of award of contract to increase or decrease, the quantity of goods originally specified in the technical specifications without any change in unit price and other terms & conditions as per PPRA Rules clause 59 C (iv).

8. **Performances Guarantee**

The Performance Guarantee will be 5% of the total value of contract amount. The performance Guarantee shall be deposited in the shape of **Deposit at Call (CDR) / irrevocable Bank Guarantee** from any scheduled bank. In case of the breach of the contract, the security will be forfeited. **The Performance guarantee will be retained till the completion of contract period.** The successful bidder is bound to provide the defined performance guarantee within 10 days.

However case of failure the procuring agency on valid reasons may extend period for a specified period of time. Failure to provide a performance guarantee by the bidder will be sufficient ground for annulment of the award and initiation of legal action / debarring of firm by the procuring agency.

In such event the procuring agency may award contract to the next lowest evaluated bidder or call for new bid. In case of the breach of the contract the performance guarantee / security will be forfeited.

9. **Rejection of Bids (as prescribed in Rule 35 of Punjab Procurement Rules-2014 (amended in 2016).**
- i). The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
  - ii). 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.
  - iii). The Procuring Agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards the bidders.
  - iv). The bidders shall be promptly informed about the rejection of the bids, if any.
  - v). A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.
10. **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.
  - ii). All costs associated with the transportation including loading/unloading of Items and road taxes shall be borne by the Supplier.
11. **Penalties / Liquidated Damages**
- i). Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
  - ii). After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.
  - iii). If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
  - iv). The exact time frame for making supplies of items is 30 days without penalty, indicated in subsequent purchase orders.
  - v). In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**
  - vi). The procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by him concerning his qualification as bidder was false and materially inaccurate or incomplete.
  - vii). If the lowest bid is rejected due to non-compliance of terms and conditions laid down in the bidding documents and contract, the Procuring Agency may proceed (if feasible) on the same tender with next lowest bid.

12. **The following terms & conditions are required to be fulfilled by bidders.**

- i). If the Bid is accepted, bidder will have to deliver the goods to The Children's Hospital within stipulated time period mentioned in the supply order during the working hours.
  - ii). Partial supply will not be acceptable.
  - iii). If stores rejected by the inspection committee, it will be replaced by the bidder within a week, otherwise, the rejected items will be forfeited in favor of the hospital and bill of the remaining items, if present in the purchase order, will not be forwarded.
  - iv). The bidder will submit three copies of bill against supplies at the time of delivery to the office of the Dean / Medical Director, duly supported by three photocopies of purchase order, invoice, advance acceptance, award letter and delivery challan.
13. Tax deduction will be according to Government Rules. All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.
14. Any conditional or ambiguous bid will not be accepted.
15. Any erasing / cutting / crossing etc. appearing in the offer will not be accepted.
16. All prices shall be quoted in Pak rupees on the prescribed Performa of Financial Proposal as Annexure **"B"**.
17. List of products with detail specification is hereby attached as Annexure **"C"**.

**Prof. Dr. Muhammad Saleem**  
(FCPS, FACS (USA), MME-HPE)  
Professor of Paediatric Surgery  
Medical Director

The terms and conditions read and agreed.

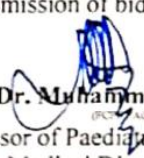
1. Bidder's Name. \_\_\_\_\_
2. Bidder's Signature. \_\_\_\_\_
3. Name of Firm. \_\_\_\_\_
4. Mailing Address. \_\_\_\_\_
5. Land Line No. \_\_\_\_\_
6. Mobile No. \_\_\_\_\_
7. Seal Stamp. \_\_\_\_\_

## Evaluation Criteria (Check List)

### Compulsory Parameters

Sr. No.	Parameters	Relevant Page Number in the Bid (to be filled by the bidder)	Compliance Status (Yes / No)
1.	Original Bid Receipt		
2.	Copy of Bidders Computerized National Identity Card.		
3.	Bid Security @ 2% of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee / CDR (Deposit at Call) from any scheduled bank is required to be furnished with the <b>Technical Bid</b> .		
4.	Sole Agency certification from foreign principal or Authorization letter from manufacturer/ sole agent in Pakistan.		
5.	National tax number.(attached attested copy)		
6.	General sales tax number (attached attested copy)		
7.	Professional Tax (attached attested copy).		
8.	Previous Experience in the relevant field (less than one year will not be considered the bidder shall attached verifiable documentary evidences with the bid.		
9.	Undertaking regarding the firm never black listed of items on the legal stamp paper of Rs. 100/-		
10.	Undertaking regarding the firm uninterrupted supply of items on the legal stamp paper of Rs. 100/-		
11.	Undertaking regarding that the prices quoted against each items mentioned at bid are not more than any other Government Institution in Punjab on the legal stamp paper of Rs. 100/-(Price Reasonability Certificate).		
12.	Sample of the quoted packs of each items (Product that comply 100% with the advertised specifications) for evaluation must be submitted to the concerned store at the time of bid opening. After bid opening no samples will be entertained.		
13.	<b>All bids should be submitted in tape binding.</b> 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.	N/A	

**Note:-** The provision of check list is essential prerequisites alongwith submission of bid.

  
**Prof. Dr. Muhammad Saleem**  
(Dr. FACS, FRCGS, FRCR)  
 Professor of Paediatric Surgery  
 Medical Director

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





*The Children's Hospital,  
University of Child Health Sciences  
Ferozepur Road, Lahore Phone # (92) (42) 99230901-23 Fax # 99231560*



Annexure "B"

**FINANCIAL PROPOSAL**

Name of Firm. \_\_\_\_\_


Bid Reference No. 41617/5/CH&UCHS Dated 22-07-2022

Sr. No.	Name of Items	Specification	Brand Name	Pack Size	Quoted Unit Price (Rs.)	Anticipated Demand	Total Amount (Rs.)

**Note:**

- The Firms will quote the only one brand against each item if firm quote the more than one brand against the item, such brand will not consider in the technical evaluation.

- Bidder's Name \_\_\_\_\_
- Bidder's Signature. \_\_\_\_\_
- Mailing Address. \_\_\_\_\_
- Land Line No. \_\_\_\_\_ Mobile No. \_\_\_\_\_
- Seal Stamp. \_\_\_\_\_

  
**Prof. Dr. Muhammad Saleem**  
Professor of Paediatric Surgery  
Medical Director



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

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



### LIST OF FRAMEWORK CONTRACT FOR PURCHASE OF DENTAL MATERIAL / CHEMICALS ITEMS FOR THE YEAR 2022-2023

Bid Reference No. 41617/5/CH&UCHS

Dated:- 28-07-2022

Sr. No.	Items Name	Specification	Anticipated Quantity	Estimated Cost (Rs.)	Total Cost (Rs.)
<b>(A) ORTHODONTICS MATERIAL / CHEMICALS ITEMS</b>					
1	Pre-Programmed (MBT) Prescription with set of 8 wires	0.022/0.028 Slot	150 Nos.	3,600.00	540,000
2	Molar bands triple tube right and left upper	0.022/0.28 slot	300 Nos.	200.00	60,000
3	Bands double tube Right and left Lower	0.22/0.28 Slot	300 Nos.	200.00	60,000
4	Bracket Edgewise Roth prescription upper and lower full set	0.022 / .028 Slot A set of 20	150 Nos.	2,400.00	360,000
5	a). Stainless Steel Round (Lower Arch and upper arch	0.016,0.018, 0.020	500 Nos.	35.00	17,500
	b). Rectangular S/S upper and (Lower Arch (Natural)	0.016x0.022,	300 Nos.	50.00	15,000
	c). Rectangular S/S upper and (Lower Arch (Natural)	0.017x0.022, 0.018x0.025, 0.019x0.025 ,0.021x0.25	600 Nos.	50.00	30,000
6	a). NiTi Round Wires (Lower Arch and upper arch) Natural	0.012,0.014,0	500 Nos.	60.00	30,000
	b). NiTi Round Wires (lower Arch and Upper Arch) (Natural)	0.016, 0.018, 0.020	500 Nos.	60.00	30,000
	c). Rectangular NiTi Wires (Upper Arch and Lower Arch Natural)	0.016x0.022,	300 Nos.	100.00	30,000
7	Ligature wire	0.012, 0.010	2000 Nos.	5.00	10,000
8	Hard Orthodontic Stainless Steel Wire for TPA	0.9mm	2 Nos.	2,000.00	4,000
9	Steel Ligatures (Preformed)		500 Nos.	10.00	5,000
10	Orthodontic Bonding light cure XT	2.5 g	5 Nos.	4,000.00	20,000
11	Reverse Pull Head Gear	Petit with extra oral elastics	10 Nos.	5,400.00	54,000
12	High Pull Head gear	Head cap, face bow, module	20 Nos.	3,560.00	71,200
13	High Pull Head gear	head cap, face bow, Module	20 Nos.	4,200.00	84,000
14	Chin Cup with Cervical Strap	Medium, High. Low	10 Nos.	7,200.00	72,000
15	Elastic Latex	Intra-oral (1/4, 5/16, 3/4)	50 Pkts	80.00	4,000
16	Elastic tooth separators	Dental Elastics for Molars	50 Roll	150.00	7,500



Sr. No.	Items Name	Specification	Anticipated Quantity	Estimated Cost (Rs.)	Total Cost (Rs.)
17	Elastics Chain	Elasto-Force (Heavy )	10 Nos.	1,150.00	11,500
18	Elastics Chain	Elasto-Force (Medium)	10 Nos.	1,150.00	11,500
19	Expansion Screw		20 Nos.	600.00	12,000
20	Hyrex Expansion Screw	Rapid Expansion Screw (Assorted Size)	35 Nos.	2,220.00	77,700
21	Crimable hooks	Round Base	100 Nos.	160.00	16,000
22	Lingual Button		50 Nos.	210.00	10,500
23	Face Bow	metal frame	20 Nos.	1,100.00	22,000
24	Face Bow	head cap with Module	20 Nos.	3,850.00	77,000
25	Molar Tubes Full Length	0.022x0.028 Slot	50 Nos.	200.00	10,000
26	Lingual Bracket Set (prefabricated)	0.022x0.028, Slot 20 Pcs	5 Sets	10,200.00	51,000
27	Ni Ti Open Coil	Narrow Lumen	10 Coils	1,000.00	10,000
28	Ni Ti Closing coil With Eyelets	3 mm	30 Coils	180.00	5,400
29	Jasper Jumper		15 Nos.	1,800.00	27,000
30	Orthodontic Bonding Kit Self cure		5 Kits	7,200.00	36,000
31	Abrasive Strips	Flat Biomolar (Double Ended)	10 Pkts	1,980.00	19,800
32	Kobayashi Tie Hooks		200 Nos.	35.00	7,000
33	Ni Ti Separator		20 Pkts	4,200.00	84,000
34	Impression Trays	Disposable	10 Sets	350.00	3,500
35	Orthodontic Implants	8, 10, 12 mm	30 Nos.	2,000.00	60,000
36	Herbst Appliance		10 Nos.	8,400.00	84,000
37	Die Stone		20 Nos.	550.00	11,000
38	Hard Plaster		50 Nos.	300.00	15,000
39	Mirror Tops and Handles		100 Nos.	110.00	11,000
40	Putty Materials		10 Nos.	6,300.00	63,000
41	Soft Liner		10 Nos.	16,000.00	160,000
42	Glass Ionomer Luting Class I		10 Nos.	4,000.00	40,000
43	Impression material (Aliginate)		30 Pkts	680.00	20,400
44	Force Measuring Gauge	(Range 50-500 gms) (Range 100-1000 gms )	1 No.	550.00	550
45	Glass Lonomer	Type II	5 Nos.	4,000.00	20,000
46	Burs acrylic slow speed	Round cylindrical vulcanite	20 Nos.	490.00	9,800
47	Scalar e Three Tips		2 Nos.	25,000.00	50,000
48	High speed hand piece		4 Nos.	18,500.00	74,000

Sr. No.	Items Name	Specification	Anticipated Quantity	Estimated Cost (Rs.)	Total Cost (Rs.)
49	Micro motor		1 No.	15,000.00	15,000
50	Rotary Endodontic Hand piece	Hand piece 16:1 Reverse Revolution	1 Nos.	36,000.00	36,000
51	Curing Light	LED	2 Nos.	9,300.00	18,600
	<b>(B) General Dentistry Items</b>				
52	Inverted cone Burs	Diamond, high speed	100 Nos.	35.00	3,500
53	Round Burs	Diamond, high speed	100 Nos.	35.00	3,500
54	Cylindrical Burs	Diamond, high speed	100 Nos.	35.00	3,500
55	Tapering fissure Burs	Diamond, high speed	100 Nos.	35.00	3,500
56	Cements glass ionomer	Type II (Powder & liquid)	50 Nos.	3,900.00	195,000
57	Composite filling materials	complete kit	2 Kits	7,500.00	15,000
58	Local anesthetic spray	4%	25 Nos.	2,380.00	59,500
59	Lingnocain cartridge 2 %	With Adrenative pack of 50 card.	150 Pkt	3,360.00	504,000
60	Lingnocain cartridge 2 %	Without Adrenative	5 Pkts	2,400.00	12,000
61	Needle for local anesthesia	Disposable (Long/Short)	40 Boxes	650.00	26,000
62	Oil spray	For hand piece	6 Nos.	770.00	4,620
63	Root Canal Spreader	No. 15-40 & 45-80	15 Pkts	370.00	5,550
64	Alveogyl	pack for day Sachet	3 Pkts	9,100.00	27,300
65	Air Turbine hand piece		10 Nos.	2,100.00	21,000
66	Light Cure Machine		2 Nos.	10,500.00	21,000
67	Glass Slab		10 Nos.	98.00	980
	<b>Dental Material Lab List</b>				
68	Soft Plaster	Local high quality	200 Kg	1,600.00	320,000
69	Hard Plaster	Die Stone (Imported)	30 Kg	300.00	9,000
70	Heat Cure (Pink) Powder	Imported	3 Kg	2,500.00	7,500
71	Heat Cure Liquid	Imported	3 L	1,000.00	3,000
72	Cold Mould Seal	Imported	5 L	500.00	2,500
73	Modeling Wax	Imported	10 Box of 500mg	1,400.00	14,000
74	Inlay Wax (Blue)	Imported	2 Pack	4,900.00	9,800
75	Pattern Wax (All type)	Preformed (One Each)	5 Roll	6,500.00	32,500
76	Sprue Wax	Imported	1 Roll	5,750.00	5,750
77	Polishing Cake	Imported	5 Cake	4,350.00	21,750
78	Pumice Powder	Local	2 Kg	298.00	596



# BIDDING DOCUMENT

## FRAME WORK CONTRACT OF ACCESSORIES FOR EQUIPMENTFOR THE YEAR 2022-2023



**Name of Procuring Agency:-**

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

**Corresponding Address:-**

**Ferozepure Road, Lahore**

**Phone No:-**

**042-99230901-23**

**Fax No:-**

**042-99231560**

**Website:-**

**[www.chich.edu.pk](http://www.chich.edu.pk)**



*The Children's Hospital,  
University of Child Health Sciences*  
Ferozepur Road, Lahore Phone # (92) (42) 99230901-23 Fax # 99231560



**INVITATION FOR BIDS**

**BID REFERENCE NO. 41617/6/CH&UCHS**

**Dated 28-07-2022**

**FRAME WORK CONTRACT OF PURCHASE OF ACCESSORIES FOR EQUIPMENT FOR THE  
CHILDREN'S HOSPITAL, UNIVERSITY OF CHILD HEALTH, SCIENCES LAHORE  
FOR THE YEAR 2022-2023**

1. The Children's Hospital, University of Child Health Sciences, invites sealed bids from the eligible bidders i.e. Manufacturers / Sole Agents / Importers of Foreign Principals / Authorized Distributors for the Framework Contract of Accessories for Equipment for the year **2022-2023** on free delivery to Consignee's end basis. Detailed specifications along with bill of quantities of Accessories for equipment are given in the bidding documents. The Government of Punjab has allocated funds in the specific head of account for the purpose of the purchase of Accessories for equipment.
2. Interested bidders may get the bidding documents & detailed specifications from the office of **Purchase 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 & detailed specifications.
3. Bidding documents including detailed specifications, terms & conditions shall be issued 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](http://www.ppra.punjab.gov.pk)) & The Children's Hospital & The Child Health, Lahore ([www.chich.edu.pk](http://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, 2016). The envelopes shall be marked as **"FINANCIAL PROPOSAL"** & **"TECHNICAL PROPOSAL"** in bold and legible letters. Financial proposal of bids found Technically Non-Responsive shall be returned un-opened to the respective bidders.
5. Sealed bids are required to be submitted by the interested bidders on **23-08-2022** till **11:00 a.m.** positively in the **Conference Room (Admin Block)**. The bids received till the stipulated date & time shall be opened on the same day at **11:30 a.m.** in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee. Bid Security @ **2%** of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee preferably / CDR (Deposit at Call) from any scheduled bank is required to be furnished with the **Technical Bid**. All bids should be submitted in tape or ring binding. Otherwise bid will be rejected.
6. 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.
7. The bidders are advised to give their lowest and best prices with their bids as no negotiations on the prices are allowed.

**Note: The procurement shall be governed by the Punjab Procurement Rules, 2014 (amended, 2016).**

  
**Prof. Dr. Muhammad Saleem**  
(FCPS, MSc (USA), MME-HQE)  
Professor of Paediatric Surgery  
Medical Director

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## 1. **Compulsory Parameters (Annexure “A”)**

- i) Original Bid Receipt.
- ii) Copy of Bidders Computerized National Identity Card.
- iii) Bid Security @ **2%** of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee preferably / CDR (Deposit at Call) from any scheduled bank is required to be furnished with the **Technical Bid**.
- iv) National tax number (attached attested copy).
- v) General sales tax number (attached attested copy).
- vi) Professional Tax (attached attested copy).
- vii) Valid Agency Agreement (translated in English) for Sole Agents / valid authorization certification for distributor.
- viii) Undertaking regarding the firm never black listed of Items on the legal stamp paper of Rs. 100/-
- ix) Undertaking regarding the firm uninterrupted supply of Items on the legal stamp paper of Rs. 100/-
- x) Undertaking Regarding that the prices quoted against each items mentioned at bid are not more than any other Government Institution in Punjab on the legal stamp paper of Rs. 100/- **(Price Reasonability Certificate)**.
- xi) Three years of working experience in the Government hospital.
- xii) Satisfactory Certificates from Government Hospitals.
- xiii) Samples of the quoted packs of each items (Product that comply 100% with the advertised specifications) for evaluation must be submitted to the concerned store at the time of bid opening. After bid opening no samples will be entertained.
- xiv) Evaluation of samples from end users for approval is mandatory.
- xv) **All bids should be submitted in tape binding.** All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory

## 2. **Bid Validity**

Bids shall remain valid for the period of **180 days** after of opening of Technical Bid. A bid valid for a shorter period shall be rejected as Non-Responsive. The procuring agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

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

3. **Bid Evaluation Criteria (Annexure “B”)**

All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in these bidding documents (Annexure “B”). The information provided by the firm should be relevant, concise & to the point as per bid evaluation criteria, unnecessary documentation will have a negative impact. During the Technical evaluation, no amendments in the technical proposal shall be permitted.

4. **Bidding Procedure**

The bidding procedure shall be Governed by the Punjab Procurement Rules (PPR) 2014, amended 2016. Single stage two envelope bidding procedure shall be employed as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (**Amended, 2016**). The envelopes shall be marked as “**FINANCIAL PROPOSAL**” & “**TECHNICAL PROPOSAL**” in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

5. The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as prescribed in Rule 35 of Punjab Procurement Rules-2014 (**amended, 2016**). The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of all bids, but shall not be required to justify those grounds. The Procuring Agency incurs no liability, solely by virtue of its invoking Clause mentioned above 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.

6. **Grievance Petition Period**

Prior to the opening of Financial bid, all Technically qualified bidders may be given a margin of ten (10) days after the announcement of technical evaluation report where after the Financial bid may be opened. After lapse of given time between the declaration of Technical Evaluation report and opening of the Financial, no grievance petition would be entertained regarding the Technical qualification of successful bidders. The objection after the opening of the Financial bid remain restricted to the Financial bid only.

7. **Acceptance of Bid and Award Criteria.**

The Bidder, whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract. **The bid must be for the whole quantity of an item as required and advertised.** The validity of the contract is one year from the date of issuance of contract further extendable for three months or till the completion of next contract for the year **2022-2023** whichever is earlier.

8. **Procuring Agency's Right to vary quantities at the time of Award.**

The Procuring Agency reserves the right at the time of award of contract to increase or decrease, the quantity of goods originally specified in the technical specifications without any change in unit price and other terms & conditions.

9. **Performances Guarantee / Bid Security**

The Performance Guarantee will be 5% of the contract amount. The performance Guarantee shall be deposited in the shape of irrevocable Bank Guarantee preferably / CDR (Deposit at call) from any scheduled bank. **The Performance guarantee will be retained till the completion of contract period.** The successful bidder is bound to provide the defined performance guarantee within 07 days.

However case of failure the procuring agency on valid reasons may extend period for a specified period of time. Failure to provide a performance guarantee by the bidder will be sufficient ground for annulment of the award and initiation of legal action / debarring of firm by the procuring agency.

In such event the procuring agency may award contract to the next lowest evaluated bidder or call for new bid. In case of the breach of the contract the performance guarantee / security will be forfeited.

10. The procuring agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the Punjab Procurement Rules, 2014 (amended,2016) giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract.

11. **Rejection of Bids (as prescribed in Rule 35 of Punjab Procurement Rules-2014, amended in 2016).**

- i). The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- ii). 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.
- iii). The Procuring Agency shall incurs no liability, solely by virtue of its invoking sub-rule (1) towards the bidders.
- iv). The bidders shall be promptly informed about the rejection of the bids, if any.

12. The goods shall be accompanied by the necessary warranty in accordance with the provision of laws framed there under.

13. **Arbitration and Resolution of Disputes**

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

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



14. **Penalties / Liquidated Damages**

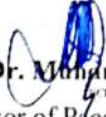
- i). Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- ii). After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii). If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of irrevocable **Bank Guarantee preferably / CDR (Call as deposit)** Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- iv). The exact time frame for making supplies without penalty is **30 days for local items and 45 day for imported items** shall be indicated in subsequent purchase orders.
- v). In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**
- vi). The procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by him concerning his qualification as bidder was false and materially inaccurate or incomplete.
- vii). If the lowest bid is rejected due to incompliance of terms and conditions laid down in the bidding documents and contract, the Procuring Agency may proceed (if feasible) on the same tender with next lowest bid.

15. **The following terms & conditions are required to be fulfilled by bidders.**

- i). If the Bid is accepted, bidder will have to deliver the goods at the General Store of The Children's Hospital within stipulated time period mentioned in the supply order (45 days or earlier) during the working hours.
- ii). Partial supply will not be acceptable.
- iii). If stores rejected by the inspection committee, it will be replaced by the bidder within a week, otherwise, the rejected items will be forfeited in favor of the hospital and bill of the remaining items, if present in the purchase order, will not be forwarded.
- iv). The bidder will submit three copies of bill against supplies at the time of delivery to the office of the Medical Director, duly supported by three photocopies of purchase order, invoice, advance acceptance, award letter, and delivery challan.

15. Tax deduction will be according to Government Rules. All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.

16. List of items with detail specification is hereby attached.
17. All prices shall be quoted in Pak rupees on the prescribed Performa of Financial Proposal as Annexure "C".

  
**Prof. Dr. Muhammad Saleem**  
FACS (USA), MME-HPE  
Professor of Paediatric Surgery  
Medical Director

The terms and conditions read and agreed.

1. Bidder's Name. \_\_\_\_\_
2. Bidder's Signature. \_\_\_\_\_
3. Name of Firm. \_\_\_\_\_
4. Mailing Address. \_\_\_\_\_
5. Land Line No. \_\_\_\_\_
6. Mobile No. \_\_\_\_\_
7. Seal Stamp. \_\_\_\_\_


## Evaluation Criteria (Check List)

### Compulsory Parameters

Sr. No.	Parameters	Relevant Page Number in the Bid (to be filled by the bidder)	Compliance Status (Yes / No)
1.	Original Bid Receipt.		
2.	Copy of Bidders Computerized National Identity Card.		
3.	Bid Security @ <b>2%</b> of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee preferably / CDR (Deposit at Call) from any scheduled bank is required to be furnished with the <b>Technical Bid</b> .		
4.	National tax number.(attached attested copy)		
5.	General sales tax number (attached attested copy)		
6.	Professional Tax. (attached attested copy)		
7.	Valid Agency Agreement (translated in English) for Sole Agents / valid authorization letter for distributor.		
8.	Undertaking regarding the firm never black listed of items on the legal stamp paper of Rs. 100/-		
9.	Undertaking regarding the firm uninterrupted supply of items on the legal stamp paper of Rs. 100/-		
10.	Undertaking Regarding that the prices quoted against each items mentioned at bid are not more than any other Government Institution in Punjab on the legal stamp paper of Rs. 100/-( <b>Price Reasonability Certificate</b> ).		
11.	Three years of working experience in the Government hospital.		
12.	Satisfactory Certificates from Government Hospitals.		
13.	Samples of the quoted packs of each quoted items (Product that comply 100% with the advertised specifications) for evaluation must be submitted at the time of bid opening. After bid opening no samples will be entertained.		
14.	Evaluation of samples from end users for approval is mandatory.		

Sr. No.	Parameters	Relevant Page Number in the Bid (to be filled by the bidder)	Compliance Status (Yes / No)
15.	All bids should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.		

**Note:-** The provision of check list is essential prerequisites alongwith submission of bid.

  
**Prof. Dr. Muhammad Saleem**  
 Professor of Paediatric Surgery  
 Medical Director

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Mobile No. \_\_\_\_\_

\_\_\_\_\_



*The Children's Hospital*  
*University of Child Health Sciences*  
Ferozepur Road, Lahore Phone # (92) (42) 99230901-23 Fax # 99231560



Annexure "C"


**FINANCIAL PROPOSAL**

Name of Firm. \_\_\_\_\_

Sr. No	Name of Items	with Specification	Brand Name	Pack Size	Offered Price (Rs.)	Anticipated Demand	Total Amount (Rs.)

**Note:**

- The Firms will quote the only one brand against each item if firm quote the more than one brand against the item, such brand will not consider in the technical evaluation.

  
**Prof. Dr. Muhammad Saleem**  
Professor of Paediatric Surgery  
Medical Director

- Bidder's Name \_\_\_\_\_
- Bidder's Signature. \_\_\_\_\_
- Mailing Address. \_\_\_\_\_
- Land Line No. \_\_\_\_\_ Mobile No. \_\_\_\_\_
- Seal Stamp. \_\_\_\_\_



**The Children's Hospital  
University of Child Health Sciences**

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



**LIST OF BIOMEDICAL ACCESSORIES ITEMS FOR THE YEAR 2022-2023**


Bid Reference No. 41617/6/CH&UCHS

Dated:- 28-07-2022

Sr. No.	Item Name	Monthly Consumption	Demand Required		Unit Price (Rs.)	Total Price (Rs.)
1	ECG leads for cardiac monitor (Original)	as per required				
	Nihon Kohden		10	Nos.	50,000	500,000
	Drager		30	Nos.	50,000	1,500,000
2	Power Adapter (12V, 3 Amp & 15V 5Amp)	as per required	50	Nos.	4,500	225,000
3	Power Leads	as per required	100	Nos.	850	85,000
4	Batteries (APS)	as per required	200	Nos.	18,000	3,600,000
5	Power Switch of different sizes (as per sample)	as per required	50	Nos.	200	10,000
6	WD-40 (as per sample)	as per required	5	Nos.	1,000	5,000
7	CTC (Imported)	as per required	10	Nos.	750	7,500
8	Contact Cleaner (Philips)	as per required	10	Nos.	3,000	30,000
9	Halogen Lamp 12V, 20W / 6V, 30W /12V, 100W (Imported)	as per required	50	Nos.	5,000	250,000
10	Wall mounted Oxygen flowmeter measuring range 0-15 liter/min made of brass body. Complete with un-breakable / autoclavable polycarbonate. Complete with humidifier bottle. And probe of oxygen (USA/Europe/Japan)	as per required	200	Nos.	18,000	3,600,000
11	Oxygen flowmeter for oxygen cylinder, measuring range 0-15 liter/min made of brass body .complete with un-breakable / autoclavable polycarbonate. Complete with humidifier bottle. (Imported)	as per required	100	Nos.	8,500	850,000
12	Vacuum Regulator for connection to the wall source of pressure gas, using direct probe with suction trap to prevent overflow of waste fluid. Flow rate 20-30 L/min max. Vacuum 650-700nbar. With 1 liter un breakable collection jar with hanging stand silicon tubing. (USA/Europe/Japan)	as per required	50	Nos.	30,000	1,500,000
13	SPO2 leads for pulse oximeters & Cardiac Monitors (Original) (Peads / Neonate)	as per required				
	Nonin		20	Nos.	15,000	300,000
	Spacelab		20	Nos.	15,000	300,000
	Nihon Kohden		50	Nos.	15,000	750,000
	Drager XL		200	Nos.	15,000	3,000,000
	Drager Vista 120		50	Nos.	15,000	750,000
	Masimo		200	Nos.	15,000	3,000,000

Sr. No.	Item Name	Monthly Consumption	Demand Required		Unit Price (Rs.)	Total Price (Rs.)
14	ECG leads for machine Mortara (Compatible / Imported)	as per required	10	Nos.	12,000	120,000
15	Reusable Breathing Circuits for ventilators & hipap (Original)	as per required				
	Drager		50	Nos.	200,000	10,000,000
	SLE-5000		10	Nos.	200,000	2,000,000
	Hamilton G5		20	Nos.	200,000	4,000,000
16	Flowmeter Bottles (Compatible / Imported)	as per required	200	Nos.	1,200	240,000
17	NIBP leads for cardiac monitor (Compatible / Imported)	as per required				
	Drager		50	Nos.	20,000	1,000,000
	Nihon Kohden		10	Nos.	3,000	30,000
18	Pace Maker Leads (APS)	as per required	25	Nos.	35,000	875,000
19	IBP leads for Cardiac Moniotr (APS)	as per required		Nos.		
	Drager		10	Nos.	12,000	120,000
	Nihon Kohden (China)		20	Nos.	12,000	240,000
20	Electric Tube Rod (Bed Head Panel)	as per required				
	1.5 ft		100	Nos.	1,500	150,000
	3 ft		100	Nos.	1,500	150,000
	5 ft		100	Nos.	1,500	150,000
21	Electronic Chok for bed head tube rods	as per required	200	Nos.	2,000	400,000
22	Flowsensor for ventilators	as per required				
	Drager (Peads)		50	Nos.	20,000	1,000,000
	Drager (Neonate)		50	Nos.	150,000	7,500,000
	SLE-5000 (Neonate)		10	Nos.	150,000	1,500,000
	Hamilton G5		20	Nos.	25,000	500,000
	E-Vent		20	Nos.	35,000	700,000
23	Oxygen Cell for Ventilator / Anesthesia machines	as per required				
	SLE-5000		9	Nos.	150,000	1,350,000
	Hamilton G5		19	Nos.	90,000	1,710,000
	Dragge Anesthesia Machine		10	Nos.	90,000	900,000
24	CO2 Leads (Dragger)	as per required	10	Nos.	450,000	4,500,000
25	CO2 Leads (Nihon Kohden)	as per required	10	Nos.	450,000	4,500,000
26	Fuse (Small, Medium)	as per required	200	Nos.	25	5,000
27	Carbon Brush	as per required	30	Nos.	200	6,000
28	Ceramic Heater (220V, 650W, 1000W)	as per required	50	Nos.	4,500	225,000

Sr. No.	Item Name	Monthly Consumption	Demand Required		Unit Price (Rs.)	Total Price (Rs.)
29	Elfy	as per required	12	Nos.	150	1,800
30	Silicon Gun with rod	as per required	1	No.	4,500	4,500
31	Depoxi	as per required	12	Nos.	150	1,800
32	Tai Cable (Small, Medium)	as per required	20	Nos.	450	9,000
33	Battery 9V	as per required	12	Nos.	250	3,000
34	Halogen Lamp Holder	as per required	12	Nos.	200	2,400
35	Nebulizer Nobs	as per required	200	Nos.	250	50,000
36	Tube Holder for Bed Head Unit	as per required	200	Nos.	250	50,000
37	Teflon Tape	as per required	50	Nos.	80	4,000
38	Solder Wire (Schneider 40/60)	as per required	10	Nos.	2,500	25,000
39	Past of Soldring	as per required	10	Nos.	250	2,500
40	Temprature Controller (PT-100)	as per required	5	Nos.	9,000	45,000
41	Dry Battries (12V-65AH)	as per required	32	Nos.	52,500	1,680,000

  
**Prof. Dr. Muhammad Saleem**  
FCPS (USA), MME-IPED  
 Professor of Paediatric Surgery  
 Medical Director

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# BIDDING DOCUMENT

**OUT SOURCING OF PRINTERS INCLUDING PRINTER  
TONER, REPAIR, REFILL AND BACKUP FACILITY  
(EXCLUDING PAPERS)  
FOR THE YEAR 2022-2023**



**Name of Procuring Agency:-**

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

**Corresponding Address:-**

**Ferozepure Road, Lahore**

**Phone No:-**

**042-99230901-23**

**Fax No:-**

**042-99231560**

**Website:-**

**[www.chich.edu.pk](http://www.chich.edu.pk)**



**INVITATION FOR BIDS**

**BID REFERENCE NO. 41617/7/CH&UCHS**

**Dated:- 28-07-2022**

**OUT SOURCING OF PRINTERS INCLUDING PRINTERS, TONERS, REPAIR, REFILL AND BACKUP FACILITY (EXCLUDING PAPERS) FOR THE CHILDREN'S HOSPITAL & THE INSTITUTE OF CHILD HEALTH, LAHORE FOR THE YEAR 2022-2023**

1. The Children's Hospital & the Institute of Child Health, invites sealed bids from authorized distributor / contractor for **out sourcing of printers including printers, toners, repair, refill and backup facility (excluding papers)** for the year 2022-2023 on free delivery to Consignee's end basis. Detailed specifications along with quantities of Items are given in the bidding documents.
2. Interested bidders may get the bidding documents & detailed specifications from the office of **Purchase 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 & detailed specifications.
3. Bidding documents including detailed specifications, terms & conditions shall be issued 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 Punjab Procurement Regulatory Authority ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)). The Children's Hospital, University of Child Health Sciences, Lahore ([www.chich.edu.pk](http://www.chich.edu.pk)) until the closing date for the submission of bids. Moreover signing and stamping of each page of bidding document is mandatory otherwise bid shall be rejected straightway.
4. Bidding shall be conducted through **Single Stage – Two Envelopes** bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (amended, 2016). The envelopes shall be marked as **"FINANCIAL PROPOSAL"** & **"TECHNICAL PROPOSAL"** in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.
5. Sealed bids are required to be submitted by the interested bidders on **23-08-2022** till **11:00 a.m.** positively in the **Conference Room (Admin Block)**. The bids received till the stipulated date & time shall be opened on the same day at **11:30 a.m.** in the presence of the bidders or their authorized representatives by the purchase committee. All bids should be submitted in tape or ring binding. Otherwise bid will be rejected.
6. Bid Security @ **2%** of the estimated cost of total bid value in the shape of Deposit at **irrevocable Bank Guarantee preferably / Call Deposit (CDR)** from any scheduled bank is required to be furnished with the **Technical Bid**, otherwise bid will be rejected. Late bids shall not be entertained.
7. 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.

**Note: The procurement shall be governed by the Punjab Procurement Rules, 2014. (Amended, 2016).**

  
**Prof. Dr. Muhammad Saleem**  
FACS (USA), MSc (FPE)  
Professor of Pediatric Surgery  
Medical Director

1. **Compulsory Parameters (Annexure “A”)**

- i) Original Bid Receipt.
- ii) Copy of Bidders Computerized National Identity Card.
- iii) Bid Security @ **2%** of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee preferably / CDR (Deposit at Call) from any scheduled bank is required to be furnished with the **Technical Bid**.
- iv) National tax number (attached attested copy).
- v) General sales tax number (attached attested copy).
- vi) The bidder with relevant experience of any public sector organization will be considered / preferred.
- vii) Undertaking regarding the firm never black listed of Items on the legal stamp paper of Rs. 100/-
- viii) Undertaking regarding the firm uninterrupted supply of Items on the legal stamp paper of Rs. 100/-
- ix) Undertaking regarding that the prices quoted against each items mentioned at bid are not more than any other Government Institution in Punjab on the legal stamp paper of Rs. 100/- (**Price Reasonability Certificate**)
- x) Samples of the quoted items (Product should comply 100% with the advertised specifications) must be submitted at the time of bid opening for evaluation.
- xi) **All bids should be submitted in tape binding.** All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents / form is mandatory

2. **Bid Validity**

Bids shall remain valid for the period of **180 Days** after of opening of Technical Bid. A bid valid for a shorter period shall be Rejected as Non-Responsive.

3. **Bidding Procedure**

The bidding procedure shall be Governed by the Punjab Procurement Rules (PPR) 2014, amended 2016. Single stage two envelope bidding procedure shall be employed as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (**Amended, 2016**). The envelopes shall be marked as **“FINANCIAL PROPOSAL”** & **“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. **Bid Evaluation Criteria**

The information provided by the firm should be relevant, concise & to the point as per bid evaluation criteria, unnecessary documentation will have a negative impact. During the technical evaluation, no amendments in the technical proposal shall be permitted.

5. **Grievance Petition Period**

Prior to the opening of Financial bid, all Technically qualified bidders may be given a margin of ten (10) days after the announcement of technical evaluation report where after the Financial bid may be opened. After lapse of given time between the declaration of Technical Evaluation report and opening of the Financial, no grievance petition would be entertained regarding the Technical qualification of successful bidders. The objection after the opening of the Financial bid remain restricted to the Financial bid only.

6. **Acceptance of Bid and Award Criteria.**

The Bidder, whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section “4” and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract. **The bid must be for the whole quantity of an item as required and advertised.** The validity of the contract Should be one year from the date of issuance of contract further extendable for three months or till the completion of next contract for the year **2022-2023** whichever is earlier.

The procuring agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the Punjab Procurement Rules, 2011, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract

7. **Procuring Agency’s Right to vary quantities at the time of Award.**

The Procuring Agency reserves the right at the time of award of contract to increase or decrease, the quantity of goods originally specified in the technical specifications without any change in unit price and other terms & conditions.

8. **Performances Guarantee**

The Performance Guarantee will be 5% of the total value of contract amount. The performance Guarantee shall be deposited in the shape of Deposit at Call (CDR) / irrevocable Bank Guarantee from any scheduled bank. In case of the breach of the contract, the security will be forfeited. **The Performance guarantee will be retained till the completion of contract period.**

The procuring agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the Punjab Procurement Rules, 2011, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract

9. **Rejection of Bids (as prescribed in Rule 35 of Punjab Procurement Rules-2014, amended, 2016).**

- i). The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- ii). 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.
- iii). The Procuring Agency shall incurs no liability, solely by virtue of its invoking sub-rule (I) towards the bidders.
- iv). The bidders shall be promptly informed about the rejection of the bids, if any.

- v). A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.

#### 10. Terms and Conditions

Firms will have to supply the items as per the specifications and following terms and conditions must be abided by the lowest evaluated bidder.


- i). Contractor will provide the best quality printers (Medium duty / Heavy duty) at different sites of hospital as decided by the hospital authority.
- ii). Contractor will provide the one backup printer for the coverage of every 5 printers.
- iii). Contractor will be responsible to arrange the best printing quality toners for each printer.
- ix). Contractor will provide backup toners for each printer.
- v). Printer related accessories e.g. (data cable, power cable etc.) should be provided by the contractor.
- vi). Toner refilling quality should be up to mark as authority recommended.
- vii). Printer technician will visit on daily basis to resolve the queries regarding printers.
- viii). Contractor will provide services 24/7.
- ix). Response time should be maximum 2 to 3 hours round the clock.
- x). If printer is out of order then it should be repaired / replaced same day within response time.
- xi). If Authority is not satisfied with the contractor's services, they have the right to terminate the contract at any time with one month written notice.

#### 11. Penalties / Liquidated Damages

- i). Wherein the Supplier fails to provide services as per signed contract & purchase order and within the stipulated time frame specified in the schedule of requirement, the contract to the extent of non-delivered portion of services shall stand cancelled.
- ii). After the cancellation of the contract no services shall be accepted and the amount of security to the extent of non-delivered portion of services shall be forfeited.
- iii). If the Supplier fails to provide services of the whole consignment and not able to deliver to consignee's end, the entire amount of security shall be forfeited to the government account and the firm shall be blacklisted minimum for two years for future participation.
- iv). Contractor will provide services 24/7 in case of failure to provide continuous services, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.**

- 12. Tax deduction will be according to Government Rules. All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.
- 13. Any conditional or ambiguous bid will not be accepted.
- 14. Any erasing / cutting / crossing etc. appearing in the offer will not be accepted.

15. List of products with detail specification is hereby attached. **Annexure "C"**
16. All prices shall be quoted in Pak rupees on the prescribed Performa of Financial Proposal as Annexure "B".

  
**Prof. Dr. Muhammad Saleem**  
(FCI, FACS, FRCGS, FRCR, FRCR) (FCI, FACS, FRCGS, FRCR)  
Professor of Paediatric Surgery  
Medical Director

The terms and conditions read and agreed.

1. Bidder's Name. \_\_\_\_\_
2. Bidder's Signature. \_\_\_\_\_
3. Name of Firm. \_\_\_\_\_
4. Mailing Address. \_\_\_\_\_
5. Land Line No. \_\_\_\_\_
6. Mobile No. \_\_\_\_\_
7. Seal Stamp. \_\_\_\_\_



## Evaluation Criteria (Check List)


### Compulsory Parameters

BID REFERENCE NO. 41617/7/CH&amp;UCHS

Dated:- 28-07-2022

Sr. No.	Parameters	Relevant Page Number in the Bid (to be filled by the bidder)	Compliance Status (Yes / No)
1.	Original Bid Receipt		
2.	Copy of Bidders Computerized National Identity Card.		
3.	Bid Security @ 2% of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee preferably / CDR (Deposit at Call) from any scheduled bank is required to be furnished with the <b>Technical Bid</b> .		
4.	National tax number.(attached attested copy)		
5.	General sales tax number (attached attested copy)		
6.	The bidder with relevant experience of any public sector organization will be considered/ preferred.		
7.	Undertaking regarding the firm never black listed, on the legal stamp paper of Rs. 100/-		
8.	Undertaking regarding the firm, uninterrupted supply of items on the legal stamp paper of Rs. 100/-		
9.	Undertaking regarding that the prices quoted against each items mentioned at bid are not more than any other Government Institution in Punjab on the legal stamp paper of Rs. 100/- ( <b>Price Reasonability Certificate</b> )		
10.	Samples of the quoted items (Product should comply 100% with the advertised specifications) must be submitted at the time of bid opening for evaluation.	N/A	
11.	<b>All bids should be submitted in tape binding.</b> 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.	N/A	

**Note:-** The provision of check list is essential prerequisites alongwith submission of bid.

  
**Prof. Dr. Muhammad Saleem**  
(MPS F.A.G. (USA), MNG-HPE)  
 Professor of Paediatric Surgery  
 Medical Director

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



*The Children's Hospital*  
*University of Child Health Sciences*  
Ferozepur Road, Lahore Phone # (92) (42) 99230901-23 Fax # 99231560



Annexure "B"

**FINANCIAL PROPOSAL**

Name of Firm. \_\_\_\_\_

Bid Reference No. 41617/7/CH&ICH Dated 28-07-2022

Sr. No	Name of Items	with Specification	Brand Name	Pack Size	Offered Rate (Rs.)	Anticipated Demand	Total Amount (Rs.)

**Note:**

- The Firms will quote only one brand against each item if firm quote more than one brand against the item, such brand will not be considered in the technical evaluation.

- Bidder's Name \_\_\_\_\_
- Bidder's Signature. \_\_\_\_\_
- Mailing Address. \_\_\_\_\_
- Land Line No. \_\_\_\_\_ Mobile No. \_\_\_\_\_
- Seal Stamp. \_\_\_\_\_

Prof. Dr. Muhammad Saleem  
Professor of Paediatric Surgery  
Medical Director




**List of printers including printer Toner, repair, refill and backup facility (excluding papers)  
for the year 2022-2023**

Sr. No.	Item Name	Demanded Qty	Estimated Unit Price(Rs.)	Total Amount (Rs.)	Total Amount Annually (Rs.)	Bid Security (2 %)
1.	Printer (Medium duty & Heavy Duty)	30	2,500/- (Per month for a single Printer)	75,000/- (Per month for Twenty Printers)	900,000/-	18,000/-

**Note:**

- Quoted rate offered by the bidder are inclusive of all taxes.

  
**Prof. Dr. Muhammad Saleem**  
(FCPS, MCh, FRCR, FRCR, FRCR, FRCR)  
 Professor of Paediatric Surgery  
 Medical Director

من

# بڈ برائے چوہے وکھٹل ودیگر ضرر رساں حشرات الارض کی تلفی

(Insecticide / Pest Control)

برائے مالی سال 2022-2023

پی ایس/41617/8 ایچ اینڈ یو نیورسٹی آف چائلڈ ہلپھ سائنسز لاہور تاریخ 28-07-2022

23-08-2022

23-08-2022

مینٹگ روم (ایڈمن باک)

مبلغ - 1000/- روپے ناقابل واپسی حوالہ نمبر

بڈ حوالہ و تاریخ

تاریخ وقت برائے وصولی

بڈ کھولنے کی تاریخ و وقت

بڈ کھولنے کی جگہ

مالیت برائے بڈ

## شرائط برائے چوہے وکھٹل ودیگر ضرر رساں حشرات الارض کی تلفی

توجہ فرمائیں: تمام عہدیداران ایس اینڈ جی ڈی ڈیپارٹمنٹ پنجاب کے جاری کردہ مہر 2014، 2016، 2017، 2018 کے مطابق جمع کروائیں گے۔ تمام طریقہ کار جاری کردہ اصولوں کے مطابق عمل درآمد کیا جائے گا۔ کھٹل بڈ اور مالیاتی بڈ پر اصول کی جاری کردہ باب 4 کلاس نمبر 38(a) (2) کے مطابق دو الگ الگ لفافوں میں بند کرنا ہوگی۔

1. معاہدہ کی مدت ایک سال ہوگی۔ جو کہ تین ماہ تک یا اگلے معاہدہ ہونے تک مدت میں توسیع کی جاسکتی ہے۔
2. فرم کو کل سالانہ مالیت کا 2% بطور بڈ سیکورٹی بحق میڈیکل ڈائریکٹر چلڈرن ہسپتال لاہور کے نام بڈ کے ہمراہ جمع کرنا ہوگی۔ جس کے بغیر بڈ قابل قبول نہیں ہوگی۔ نیز کامیاب بڈ 5% فرم کو کل سالانہ مالیت کی بڈ سیکورٹی جمع کروانا ہوگی۔
3. بڈ ہندگان کو ایک ٹھکانہ بڈ کے ساتھ منسلک کرنا ہوگا۔ جو نرخ فرم نے دیے ہیں۔ ان نرخوں سے کم کسی بھی ادارے کو موجودہ مالی سال میں یہ سروسز وغیرہ نہیں دی ہیں۔ اگر کسی مرحلہ پر بھی یہ ثابت ہو جائے تو ہم زیادہ وصول شدہ رقم واپس کرنے کے پابند ہونگے۔
4. بڈ میں پیش کردہ قیمت میں ادویات کی نقل و غیرہ کے اخراجات بھی شامل ہونگے۔
5. حشرات الارض کی تلفی کے لئے استعمال کی گئی ادویات کا WHO سے منظور ہونا لازمی ہوگا۔ اور فرم کو بیان حلفی دینا ہوگا کہ استعمال ہونے والی ادویات بچوں کی صحت کے لئے مضر نہیں ہیں۔
6. مکمل کیا ہوا کام اس وقت تک قابل قبول نہیں ہوگا جب تک اسکو Inspection کیمپلی پاس نہیں کر دیتی۔
7. ادویات کا سپرے ہسپتال کے اندر اور باہر دیواروں کے ساتھ گھٹروں (باہر کا ایریا) نرسنگ ہوسٹل، لائیو اسکول، نرسنگ سکول، ڈاکٹر (میل) فی میل ہاسٹل، ہائی ایریا اور Incinerator میں بھی کرتا ہوگا۔
8. چوہے، کاکڑ، بھکیاں، چھچھر، بھڑس اور دیگر ضرر رساں حشرات الارض نیز کڑوں اور سانپوں کو (باہر کا ایریا) میں تلف کرنے والی ادویات اور سامان استعمال کے نمونے ٹیسٹر کے ساتھ جمع کروانے ہونگے۔ کیسیوں اور بچوں وغیرہ کو کھٹل سے پاک کرنے کے لئے مناسب Fumigation کرنا ہوگی۔
9. بلیوں اور کتوں کو ہسپتال کی حدود سے نکالنے کے لئے چھترے مہیا کرنے ہوں گے۔
10. سپرے کرنے والا علم کم از کم چار افراد پر مشتمل اور ہارڈی ہوگا۔ اور ڈیپارٹمنٹ کے طے شدہ شیڈول کے مطابق ڈیپارٹمنٹ کی زیر نگرانی کام کرے گا۔ نیز سپرے کرنے والے عملے کو کیپ، ماسک اور دستاں عینکس مہیا کرے گا۔
11. کاکڑ کو ختم کرنے کے لئے زنگ پاؤڈر، لیمڈ پاؤڈر، گلو باکس اور Rat Gel مہیا کرنی ہوگی۔
12. ڈیوٹی صبح 7:30 بجے سے شروع ہوگی۔ ایمر جنسی کی صورت میں یا کسی پینٹل ورنٹ کی صورت میں عملے کو شیڈول کے علاوہ بھی کام کرنا ہوگا۔ عملے کو اتوار کے دن بھی سپرے کرنا ہوگا۔ اور ہفتہ وار چھٹی کسی بھی دن دی جاسکتی ہے۔ بڈ ہفتہ میں کسی ایک دن پورے ہسپتال کا راونڈ کرے گا۔
13. مل ہر ماہ جمع کروانا ہوگا۔
14. فرم چار عدد ہینڈ سپرے پمپ اور دو عدد کولڈ فوگ مشین مہیا کرے گی۔ جو کہ ہر وقت ہسپتال میں موجود رہیں گے۔ اور فرم کو ایک مہینہ کی ادویات ایڈوانس میں جمع کروانا ہوگی۔
15. فرم کی چلڈرنز ہسپتال میں سابقہ اچھی کارکردگی کو ترجیح دی جائیگی۔
16. حکومت کی طرف سے لگائے گئے تمام ٹیکسز دیئے ہوئے ریش میں شامل تصور کئے جائیں گے۔

نوٹ: ڈسٹیکٹ میزن میں شام کے وقت دو گھنٹے مقرر کا سپرے کیا جائے گا۔ اور ہر 15 دن بعد قمرل فوگر سے آؤٹ ایریا میں سپرے کیا جائے گا۔

نام بڈ ہندہ

ایڈریس بعد ٹیلی فون نمبر

اکم ٹیکس نمبر

دستخط مع مہر بڈ ہندہ

(ڈاکٹر محمد سلیم)  
میڈیکل ڈائریکٹر  
چلڈرن ہسپتال اینڈ یونیورسٹی آف چائلڈ ہلپھ سائنسز  
فیروز پور روڈ لاہور



**The Children's Hospital**  
**University of Child Health Sciences**  
 Ferozepur Road, Lahore Phone # (92) (42) 99230901-23 Fax # 99231560



**FINANCIAL PROPOSAL**

**Bid No. 41617/8/CH&UCHS**

**Dated:- 28-07-2022**

**LIST OF PURCHASE OF INSECTICIDE / PEST CONTROL FOR THE YEAR 2022-2023**

Name of Firm \_\_\_\_\_

Estimated Cost per Month Rs. 180,000/-

Rs. 2,160,000/- per Annum

Bid Security 2% Rs. 43,200/-

**Note:-**

Quoted rate includes Cost of Chemicals, Instruments, Uniform and all Services / Taxes related to the contract.

Rate per Month

In Words

Rate Per Annum

In Words

**Prof. Dr. Muhammad Saleem**  
 Professor of Paediatric Surgery  
 Medical Director

The Terms and Conditions read and agreed.

1. Bidder's Name

\_\_\_\_\_

2. C.N.I.C. No.

\_\_\_\_\_

3. Bidder's Signature

\_\_\_\_\_

4. Mailing Address

\_\_\_\_\_

5. Land Line No.

\_\_\_\_\_

6. Mobile No.

\_\_\_\_\_

7. Income Tax No.

\_\_\_\_\_

8. Seal Stamp

\_\_\_\_\_

**Bid No. 41617/8/CH&UCHS**

Sr. No.	Detail	Dated:- 28-07-2022
	Compulsory Parameters	Documents Attached Yes / No.
1	Original receipt for purchase of bid.	
2	Bid Security @ 2% of the total estimated cost (as determined by the procuring agency) in the shape of irrevocable Bank Guarantee preferably / CDR (Deposit at Call) from any scheduled bank is required to be furnished with the Technical Bid.	
3	Bidders Computerized National Identity Card, N.T.N. Certificate and G.S.T. Reg. Certificate (where applicable).	
4	Minimum three years experience with relevant field.	
5	Past performance of the bidder (major Institutions served, past performance, contract execution).	
6	Under taking certificate regarding safety of the drug on human health under WHO Recommendations on legal stamp paper of Rs. 100/-	
7	Under taking Certificate regarding Black Listing and no Uninterrupted supply of chemicals on the legal stamp paper of Rs. 100/-	
8	Technical Staff (attached attested copy of the relevant degree, appointment letters & last year's payroll of the bidder.	
9	Bid should submit in binding form provide Index & Page marking certificate with technical proposal (Bidders should mark the numbered, signed & stamped on all the pages and also mention the total number of pages).	

**Prof. Dr. Muhammad Saleem**  
(FICS) (FRCGS) (FRCR) (FRCR) (FRCR)  
Professor of Paediatric Surgery  
Medical Director

1. Bidder's Name \_\_\_\_\_
2. C.N.I.C. No. \_\_\_\_\_
3. Bidder's Signature \_\_\_\_\_
4. Mailing Address \_\_\_\_\_
5. Land Line No. \_\_\_\_\_
6. Mobile No. \_\_\_\_\_
7. Income Tax No. \_\_\_\_\_
8. Seal Stamp \_\_\_\_\_