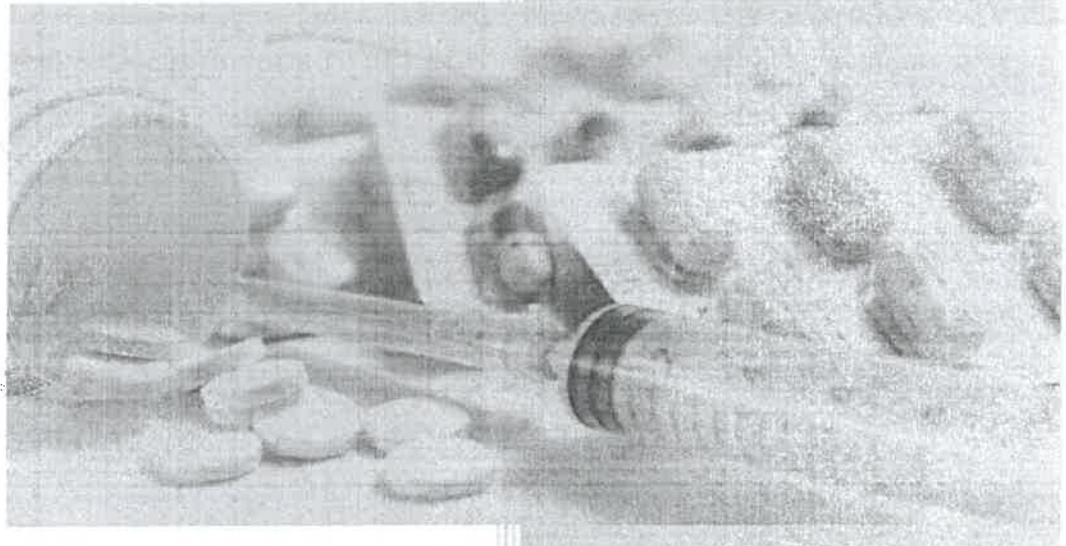
SPECIALIZED HEALTHCARE &
MEDICAL EDUCATION DEPARTMENT
GOVERNMENT OF THE PUNJAB

FAISALABAD INSTITUTE
OF CARDIOLOGY,
FAISALBAD

FY 2024-2025
(Re-Tender)

BIDDING DOCUMENT FOR THE PROCUREMENT OF DRUGS/ MEDICINES, ANGIOGRAPHY/ANGIOPLASTY DISPOSABLE ITEMS & CARDIAC SURGICAL DISPOSABLES



Address:
Near Chenab Club, Sargodha Rd, Civil Lines,
Faisalabad, Punjab 38850
Phone No: 041-9201529 to 9201534
Email Address: ms.ic.fsd@punjab.gov.pk
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بانی۔ میر خلیل الرحمٰن

جلد 45 | [illegible] 2024 | 320 [illegible]

ٹینڈر نوٹس

فیصل آباد انسٹیٹیوٹ آف کارڈیالوجی فیصل آباد

[illegible] 2024-25 (Re-tender-II) [illegible]

Sr. No	Name of Item	Estimated Cost	Bid Security (Refundable)	Last Date for Purchasing of Tender	Date and time for Receiving/Opening Tender
1	Drug Medicine & Sutures (Main Medicine Store & Model Pharmacy) as per list	Rs.36,037,372/-	2% of Estimated Price	18-09-2024 @ 03:00 P.M	19-09-2024 @ 11:00 A.M
2	Lab Kits & Chemicals items as per list	Rs.20,736,000/-	2% of Estimated Price	18-09-2024 @ 03:00 P.M	19-09-2024 @ 11:00 A.M
3	Blood Bank items as per list	Rs.37,077,000/-	2% of Estimated Price	18-09-2024 @ 03:00 P.M	19-09-2024 @ 11:00 A.M
4	CSSD Disposable items as per list	Rs.4,475,881/-	2% of Estimated Price	18-09-2024 @ 03:00 P.M	19-09-2024 @ 11:00 A.M
5	Cardiac Surgical Disposables (Main Medicine Store & Model Pharmacy) as per list	Rs.209,800,000/-	2% of Estimated Price	18-09-2024 @ 03:00 P.M	19-09-2024 @ 11:00 A.M
6	Angiography/Angioplasty Disposables & General Surgical Disposables (Main Medicine Store & Model Pharmacy) as per list	Rs.75,400,000/-	2% of Estimated Price	18-09-2024 @ 03:00 P.M	19-09-2024 @ 11:00 A.M
7	Nuclear Medicine items as per list	Rs.2,350,000/-	2% of Estimated Price	18-09-2024 @ 03:00 P.M	19-09-2024 @ 11:00 A.M

1. [illegible] (PPRA Rules 2014, amendments upto date) [illegible]
2. [illegible] PPRA 2014 [illegible]
3. [illegible] Rs.2000/- [illegible] 18-09-2024 [illegible]
4. [illegible] (Quantity) [illegible]
5. [illegible] Bidding Documents [illegible] Bid Evaluation [illegible] (Offered Rates) [illegible]
6. [illegible]
7. [illegible]
8. [illegible] 11:00 [illegible] 11:30 [illegible]
9. [illegible] (www.fic.gop.pk) [illegible] (www.eproc.punjab.gov.pk) [illegible]

میڈیکل سپرنٹنڈنٹ فیصل آباد انسٹیٹیوٹ آف کارڈیالوجی، فیصل آباد

IPL-8218

SECTION-I: INVITATION TO BIDS

SPECIALIZED HEALTHCARE & MEDICAL EDUCATION DEPARTMENT GOVERNMENT OF THE PUNJAB

INVITATION FOR BIDDERS

FRAMEWORK CONTRACT FOR THE PROCUREMENT OF DRUGS /MEDICINES, ANGIOGRAPHY/ ANGIOPLASTY DISPOSABLE ITEMS & CARDIAC SURGICAL DISPOSABLES FOR THE FINANCIAL YEAR 2024-2025 RE-TENDER)

1. Bid Reference No._____ Faisalabad Institute of Cardiology, Faisalabad invites sealed Bids (Technical & Financial) from Manufacturers/Sole Agents of Foreign Manufacturers for the supply of Drugs /Medicines, Angiography/Angioplasty Disposable items & Cardiac surgical Disposable for the Financial Year 2024-2025 Re-Tender on free delivery to Consignee's end basis. Detailed technical specifications along with quantities of Drugs /Medicines, Angiography/Angioplasty Disposable items & Cardiac surgical Disposable are given in the Bidding Documents.
2. The bidder must bid for entire/total quantity. Bid for partial quantity will straightway be rejected.
3. Bidders can download the Bidding Documents containing Tender's Item Specifications, Quantity, Terms & Conditions from the websites of PPRA (www.ppra.punjab.gov.pk), Procuring Agency's website (https://www.fic.gop.pk/) until the closing date for the submission of bids.
4. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters. The outer envelope shall clearly be marked with Tender Enquiry No. for which the proposal is submitted. Financial Proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders. **It is advised that each financial proposal must be submitted separately for each quoted item.**
5. The last date and time for bid submission is 02-07-2024 up till 11:00 AM. Bid must reach Conference room, Faisalabad institute of Cardiology, Faisalabad on 02-07-2024 up till 11:00 AM which shall be opened on the same date at 11:30 AM.
6. All bids should be submitted in Tape Binding and properly sealed in envelopes. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the Bidding Documents with signatures of authorized person. Moreover, signing and stamping of each page of Bidding Documents/Form is mandatory.
7. In case the date of submission and opening 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 submission and opening of tenders accordingly. The time and venue shall remain the same.

Note:

1) **The Procurement/Bidding Process shall be governed by the Punjab Procurement Rules, 2014.**

2) Item(s) shall be quoted in Technical & Financial Proposal with both Brand Name(s) and Generic Name.
3) The bidder shall attach unhidden photocopy of 2 % Bid Security of estimated cost of quoted item(s) as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR), with Technical Proposal (Hard Copy) and Original with Financial Proposal.

MEDICAL SUPERINTENDENT
Faisalabad Institute of Cardiology, Faisalabad
Phone No: 041-9201529 to 9201534
Email Address: ms.ic.fsd@punjab.gov.pk

Section-II: Instructions to Bidders (ITB)

Note:-

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

- **In case of conflict between Invitation to Bidders and Bidding Document, the provisions of bidding documents shall prevail.**

2.1. Introduction

2.1.1 Scope of Bid

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

2.1.2 Source of Funds

i) Faisalabad Institute of Cardiology, Faisalabad in the Bid Data Sheet has received budget from the Government of Punjab. Faisalabad Institute of Cardiology, Faisalabad intends to apply the provided funds / a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 Eligible Bidders

i) The Invitation to Bids is open to Manufacturers and Sole Agents of Foreign Manufacturers registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.). Joint Venture (JV) is not allowed.

ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [If applicable].

iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.

iv) Bidders shall not be under a declaration of blacklisting by the procuring agency. During the Procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA), if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then

the Faisalabad Institute of Cardiology, Faisalabad may proceed with second lowest evaluated bidder.

v) The invitation for Bids is open to all Manufacturers / Sole Agents of Foreign Manufacturers subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.

vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.

b) Have controlling shareholders in common; or

c) Receive or have received any direct or indirect subsidy from any of them; or

d) Have the same legal representative for purposes of this Bid; or

e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

xii) A Bidder may be ineligible if –

(a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;

(b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

(c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

(d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;

(e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.

xiii) Bidders shall provide to the Faisalabad Institute of Cardiology, Faisalabad evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Faisalabad Institute of Cardiology, Faisalabad, as the Faisalabad Institute of Cardiology, Faisalabad shall reasonably request.

2.1.4. Eligible Goods and Services

i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.

ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5. Cost of Bidding

i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and Faisalabad Institute of Cardiology, Faisalabad named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs,

regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

(a) Invitation to Bids

(b) Instructions to Bidders (ITB)

(c) Technical Specifications

(d) Bid Data Sheet

(e) General Conditions of Contract (GCC)

(f) Special Conditions of Contract (SCC)

(g) Schedule of Requirements

(h) Bid Form

(i) Manufacturer's Authorization Form

(j) Bidder Profile Form

(k) General Information Form

(l) Affidavit

(m) Bid Security Form

(n) Technical Bid Form

(o) Contract Form

(p) Financial Bid Form / Price Schedule

(q) Performance Guarantee Form

(r) Check List

ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

iv) Faisalabad Institute of Cardiology, Faisalabad is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Faisalabad Institute of Cardiology, Faisalabad or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Faisalabad Institute of Cardiology, Faisalabad in writing indicated in Invitation to Bid/ Tender Notice/ Advertisement. Faisalabad Institute of Cardiology, Faisalabad **will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet.** Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify Faisalabad Institute of Cardiology, Faisalabad in writing that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.

iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (I), above. However, this clause shall not apply in case of alternate methods of Procurement.

iv) Copies of the Procuring Agency's response as prescribed in ITB clause 2.2.2 (iii) above will be uploaded on the website of Faisalabad Institute of Cardiology, Faisalabad. The prospective bidders are advised to regularly visit the website of the procuring agency for any clarification issued

vide ITB clause 2.2.2 (iii) above.

v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3.

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

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

2.2.3. Amendment of Bidding Documents

i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.

ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

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

the Bidder may be in same language.

2.3.2. Bid Form

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

2.3.3. Bid Prices

i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.

ii) Prices indicated on the Price Schedule shall be as per format on form 8.10 [Financial Bid Form / Price Schedule]

iii) The Bidder's separation of price components in accordance with **ITB Clause 2.3.3(ii)** above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Faisalabad Institute of Cardiology, Faisalabad satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Faisalabad Institute of Cardiology, Faisalabad satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer *[Manufacturer's Authorization form No. 8.3]* or producer to supply the same in Pakistan;

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.

ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.

iii) The documentary evidence of conformity of the goods and services to the Bidding documents (if required) may be in the form of literature, drawings, data and shall consist of:
(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
(c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.

v) Where a sample(s) is required by a procuring agency, the sample shall be:
(a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;
(b) carriage paid;
(c) received on, or before, the closing time and date for the submission of bids; and
(d) Evaluated to determine compliance with all characteristics listed in the BDS.

(However, the procuring agency may also opt to ask for samples after submission of technical bids (where require))

vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
(a) do(es) not conform to all characteristics prescribed in the bidding documents; and
(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.

vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.

viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.

ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).

x) **Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.**

xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.

xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.

ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause

2.3.8. (vii).

iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

(a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) Days, beyond the Bid validity period prescribed in BDS.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible upon written request, after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".

vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:

a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

b. In the case of a successful Bidder, if the Bidder:

i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or

ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing. The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.

ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid, However, in case of any issue bidder shall be responsible for all consequences.

iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.

iv) Any interlineation, erasures, or overwriting shall be not be accepted & such bid shall be rejected.

v) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.

vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the

envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

ii) The inner and outer envelopes shall:
   a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
   b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE..... (02-07-2024 11:30 A.M)," *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*

iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (I), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.

v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.

vi) The inner and outer envelopes shall:
   a) Be addressed to the Procuring Agency at the address given in the BDS; and
   b) Bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS, pursuant to ITB 2.4.2.

vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:

   a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.

b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

(c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.

viii) The inner and outer envelopes shall:

a) be addressed to the Procuring Agency at the address provided in the BDS;
b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB.2.4.3.

ix) If all envelopes are not sealed and marked as required by ITB 2.4.1 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

i) Bids must be received by the Faisalabad Institute of Cardiology, Faisalabad at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.

ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

iii) Bids shall be received by the Procuring Agency at the address specified under BDS no later than the date and time specified in the BDS.

2.4.3. Late Bids

i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.

ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.

iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late,

recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

i) The Bidder may modify or withdraw its Bid before bid submission time.

ii) No Bid may be modified or withdrawn after the deadline for submission of Bids.

iii) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.

ii) The Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.

iv) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.

v) Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall

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

vi) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.

vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.

viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.

ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.
[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]

2.5.2. Confidentiality

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

ii) The request for clarification and the response shall be in

writing that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

a) Evaluation & quallfication criteria;
b) Required scope of work or specifications;
c) All securities requirements;
d) Tax requirements;
e) Terms and conditions of bidding documents.
f) Change in the ranking of the Bidder

iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

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

ii) Arithmetical errors will be rectified on the following basis:-

a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.

b. If there is a discrepancy between words and figures, the amount in words will prevail.

iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC

Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
c) Has been properly signed;
d) Is accompanied by the required securities; and
e) Is responsive to the requirements of the Bidding Documents.

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

2.5.5. Examination of Terms and Conditions; Technical Evaluation

i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS,** have been met without material deviation or reservation.

iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be

corrected;

b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 2.3.8.

2.5.7. Conversion to Single Currency

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

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

2.5.8. Post-Qualification & Evaluation of Bids

i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.

iv) The **financial evaluation** of a Bid will be on the basis of

form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9. Contacting the Procuring Agency

i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

I) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring

Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).

v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter to be confirmed in writing by registered letter, that its Bid has been accepted. In order to save time, the successful bidder through its authorized representative can also receive the notification of award form procuring agency.

ii) The notification of award will constitute the formation of the Contract.

iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

i) Within seven (07) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, In the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/

i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the

Issuance of Purchase Order		Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*. The Framework Contract is to be made on Stamp Paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January 2014.
	ii)	Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
	iii)	Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.
2.6.4. Award Criteria	i)	Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award	i)	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).
2.6.6. Procuring Agency's Right to Accept or Reject All Bids	i)	As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
	ii)	The Bidders shall be promptly informed about the rejection of the Bids, if any
	iii)	The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.
2.6.7. Re-Bidding	i)	If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.
2.6.8. Corrupt or Fraudulent	i)	The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the

Practices

procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

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

ii) **Blacklisting & Debarment:**

Blacklisted firms and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

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

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

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

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

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the

website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

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

of the available record and personal hearing of the bidder or Contractor, if availed.

8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*

9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*

10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*

11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*

12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*

13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*

14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*

15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*

16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*

17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Quantity

i) While quoting the rate in a framework contract, the Bidder

and volume of the goods to be considered in mind *[Framework Contract Modality]*	must consider the following facts: a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet. b. The Bidder have to maintain the rates of the goods for the whole financial year. c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.
2.7 Price Reasonability Certificate	The supplier shall Certifies on judicial stamp paper that the prices quoted to the Procuring Agency against the quoted items are not more **Trade Price as per Maximum Retail Price** fixed by the Federal Government under Drugs Act, 1976 / DRAP Act, 2012.
2.8 Compliance of DRAP Act 2012 / The Drug Act 1976 and rules framed thereunder	All supplies will comply with the provision of DRAP Act, 2012 / Drugs Act, 1976 and rules framed there under

Section-III. Technical Specifications

3.1. Technical Specifications

List of Main Medicine Items / Disposable

Faisalabad Institute of Cardiology

Serena Hotel Road, Opposite Chenab Club, Faisalabad.

List of Main Medicine Items / Disposables

PURCHASE DEMAND FOR MAIN MEDICINE STORE & MODEL PHARMACY (General User / Paying)

FOR THE YEAR 2024-2025 (RE-TENDER-II)

Sr. No.	Name of Items	Specification	Demand Main Store 2024-2025	Demand Model Pharmacy (G.U & Paying)	Total Demand	Est. Cost
1	BLOOD BAGS 450-500 ML (SINGLE)	Bag of 450-500 ML	5000	50	5050	3125000
2	DOUBLE BLOOD BAG	Bag of 450-500 ML	3000	0	3000	1470000
3	INFUSION DEXTROSE WATER 10% 1000ML WITH I.V SET	Bottle of 1000ml	455	0	455	31395
4	INFUSION DEXTROSE WATER 5% WITH I.V SET 1000ML	Bottle of 1000ml	1061	0	1061	155967
5	INFUSION DEXTROSE WATER 5% WITHOUT I.V SET 1000ML	Bottle of 1000ml	0	1200	1200	0
6	INFUSION METRONIDAZOLE -500MG/100ML WITH HANGER IN UNIT CARTON	BOTTLE OF 100 ML	1500	30	1530	88500
7	INFUSION NORMAL SALINE 0.18% WITH 5% DEXTROSE WATER 500ML WITH IV SET	Bottle of 500ml	455	0	455	24570
8	INFUSION NORMAL SALINE 1/5% WITH 5% DEXTROSE WATER 500ML WITH IV SET	Bottle of 500ml	455	0	455	24570
9	INFUSION. MANNITOL 20% WITH I.V SET	Bottle of 500ml	1000	0	1000	168000
10	INFUSION. MANNITOL 20% WITHOUT I.V SET	Bottle of 500ml	0	50	50	0
11	INHALATIONAL ANESTHETIC SEVOFLURANE BOTTEL OF 250ML	Bottle of 250ml	50	0	50	820000
12	INJ ADRENALINE 0.1% IMG/ML	Amp of 1ml	60000	6000	66000	299400
13	INJ AMINOPHYLINE 250MG 10ML	Amp of 10 ml	750	150	900	5250
14	INJ AMIODARON HYDROCHLORIDE 150MG/3ML	Amp of 3ml	4500	600	5100	228600
15	INJ ATROPINE SULPHATE 1MG/1ML	Amp of 1ml	22500	500	23000	112275
16	INJ BENZYL PENCILLIN WITH 10,00,000 UNITS WITH WATER FOR INJECTION (AMP OF 5ML)	Vial in unit carton	7500	0	7500	120000
17	INJ BENZATHAIN PENCILLIN WITH 1.2 MIU WITH WATER FOR INJECTION (AMP OF 5ML)	Vial in unit carton	750	0	750	22500
18	INJ CALCIUM CHLORIDE 20% W/V 10ML	Amp of 10ml	1500	50	1550	45000
19	INJ CALCIUM GLUCONATE 1G	Amp of 10ml	8250	500	8750	57750
20	INJ CEFEPIME WITH WATER FOR INJECTION (AMP OF 10ML)	Vial & Amp. in unit carton	0	10	10	0
21	INJ AMPICILLN 250MG + CLOXACILLIN 250MG WITH WATER FOR INJECTION (10ML)	Vial & Amp. in unit carton	6750	0	6750	337500

Sr. No.	Name of Items	Specification	Demand Main Store 2024-2025	Demand Model Pharmacy (G.U & Paying)	Total Demand	Est. Cost
22	INJ DEXAMETHASONE SODIUM PHOSPHATE 4MG/ML AMP OF 1ML	Amp of 1ml	9000	840	9840	69300
23	INJ DEXTROSE WATER 25% - 20ML	Amp of 20ml	33000	0	33000	656700
24	INJ DIGOXIN 2ML 0.25MG/ML	Amp of 2ml	4500	20	4520	50085
25	INJ DIAZEPAM 10MG	Amp of 2ml	150	20	170	2700
26	INJ GENTAMICIN 80MG	Amp of 2ml	900	30	930	15723
27	INJ INSULINE 100 IU/ML REGULAR	Vial of 10ml	2700	60	2760	1134000
28	INJ INSULINE 100IU/ML 70/30	Vial of 10ml	450	0	450	189000
29	INJ KETAMINE HCL 50MG/ML (10 ml Vial)	Vial of 10ml	1000	50	1050	300000
30	INFUSION LINEZOLID 600MG/300ML WITH HANGER IN UNIT CARTON	Bottle of 300ml	1500	0	1500	757500
31	INJ METOPROLOL TARTRATE 1MG/ML	Amp of 5ml	1050	0	1050	45906
32	INJ PHENIRAMINE MALEATE 25MG/ML	Amp of 2ml	3000	20	3020	15000
33	INJ PHENYLEPHRINE 10MG/ML	Amp of 2ml	300	20	320	12543
34	INJ PHENYTOIN SODIUM 250MG/5ML	Amp of 5ml	300	20	320	44454
35	INJ PROCAIN HCL 0.27 GM, POTASSIUM CHLORIDE 1.19 GM, MAGNESIUM CHLORIDE 6H2O 3.25GM	Amp of 10ml	1500	20	1520	107760
36	INJ PROTAMINE SULPHATE 10MG/ML	Amp of 5ml	22500	1800	24300	2601000
37	INJ MEGNESIUM SULPHATE 2ML	AMP OF 2ML	3000	300	3300	174000
38	INJ SODIUM VALPORATE 500MG/5ML	Amp of 5ml	300	0	300	24600
39	INJ STREPTOKINASE 1.5 MIU	Vial in Unit Carton	1500	0	1500	8475000
40	INJ TEICOPLANINE 200MG WITH WATER FOR INJECTION (AMP OF 5ML)	Vial & Amp. in unit carton	900	50	950	1065600
41	INJ. TRANSAMIN 500MG	Amp of 5ml	1500	50	1550	127500
42	INJ VERAPAMIL 5MG/2ML	Amp of 2ml	1500	0	1500	147000
43	SALBUTAMOL SOLUTION FOR NEBULIZATION 20ML	Bottel of 20ml	750	0	750	32250
44	SUSP CEFIXIME 100MG/5ML POWDER FOR 30ML SUSPENSION	Bottle in Outer Carton with Spoon	150	0	150	20655
45	SYP LACTULOSE (3.35G/5ML)	Bottle of 120ml with measuring cup	1275	20	1295	170850
46	SYP Ammonium Chloride + Diphenhydramine Hydrochloride + Amin	Bottle of 120ml	8250	0	8250	0
47	SYP Acefylline and Diphenhydramine	Bottle of 60ML	500	0	500	0
48	Miconazole 20G ORAL GEL	Tube of 20gm	700	5	705	0
49	TAB ALPRAZOLAM 0.5MG	Blister / Strip Pack	15000	100	15100	91215
50	TAB AMIODARONE HCL 200MG BLISTER PACK/STRIPS	Blister / Strip Pack	100000	100	100100	2510000
51	TAB AMOXICILLIN + CLAVULANIC ACID 625MG	Blister / Strip Pack	9750	0	9750	136110
52	TAB CLOPIDOGREL- 300MG	Blister / Strip Pack	13500	0	13500	489780
53	TAB DIGIOXIN 0.25MG	Bottle of 25 Tablets	63000	100	63100	141750

Sr. No.	Name of Items	Specification	Demand Main Store 2024-2025	Demand Model Pharmacy (G.U & Paying)	Total Demand	Est. Cost
54	TAB DOMPERIDONE 10MG	Blister / Strip Pack	30000	50	30050	40500
55	TAB FRUSEMIDE 40MG+AMILORIDE 5MG-40/5 MG	Blister / Strip Pack	0	100	100	0
56	TAB GLYCERYL TRINITRATE 0.5MG (Sub-lingual)	Blister / Strip Pack	82500	100	82600	82500
57	TAB METFORMIN 500MG	Blister / Strip Pack	3757500	100	3757600	4245975
58	TAB PARACETAMOL 500MG	Blister / Strip Pack	555000	6000	561000	1254300
59	TAB POTASSIUM CHOLORIDE 500MG	Bottle of 25 Tablets	16500	0	16500	19305
60	PARACETAMOL + ORPHENADRINE (650MG + 50MG)	Blister / Strip Pack	31500	0	31500	156870
61	TAB. PROPRANOLOL 10MG	Bottle of 50 Tablets	0	100	100	0
62	TAB SPIRONOLACTON 100MG	Blister / Strip Pack	255000	0	255000	1875015
63	TAB VERAPAMIL 80MG	Blister / Strip Pack	15000	0	15000	43800
64	INJ TRAMADOL 100MG	Amp of 5ml	1000	0	1000	0
65	TAB KETOANALOGUES+ESSENTIAL AMINO ACID	Blister / Strip Pack	1000	0	1000	0
66	POLYMYXIN 1000IU+BACITRACIN 500IU SKIN OINTAMENT	Tube of 20GM	0	10	10	0
	List of Suture Items					
67	POLYESTER 2/0 17MM 1/2 C TAPER CUT DOUBLE ENDED NEEDLE	-	7500	150	7650	4575000
	TOTAL					**39,037,523.00**

NOTE

→ Quantities mentioned can be increased or decreased as per requirement or availability of budget and no query from the supplier in this regard will be entertained.
→ Contractors will be bound for size replacement as well as near expiry stock of all items as per consumption and need for the whole tender.
→ Samples of all quoted brands should be provided at the time of tender submission.

Executive Director,
Faisalabad Institute of Cardiology,
Faisalabad.

Note:

1. **The estimated cost is for calculation of bid security only. Moreover, in case of variation in pack size of dosage form (liquid) rates will be calculated on per ml basis.**

2. The bidder shall provide 02 commercial packs of the quoted brand of each quoted item for medicines/drugs and 04 commercial packs of medical devices along with its bid. Packaging/packing material of the Drug/Medicine and Medical device shall be of same quality/strength/gauge/grammage as supplied in local market.
3. The packaging of glass bottle (oral/injectable) and plastic bottle/HDPE/PVDC material shall be as per submitted commercial samples for the pharmaceutical finished product packaging.
4. 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.
5. For thermolabile drugs 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 & thermology data from factory to Consignee's end.

Any further information can be obtained from the office of Purchase, Faisalabad Institute of cardiology, Faisalabad

Section-III. Technical Specifications

3.1. Technical Specifications

List of Angiography/Angioplasty Disposable Items

Faisalabad Institute of Cardiology
Serena Hotel Road, Opposite Chenab Club, Faisalabad.
List of Angiography/Angioplasty Disposable Items for Cath Lab & General Surgical / Disposables
PURCHASE DEMAND FOR MAIN CATH STORE & MODEL PHARMACY (General User / Paying)
FOR THE YEAR 2024-2025 (RE-TENDER-II)

Sr. No.	Name of Item with Specification	Demand 2024-2025	Demand Model Pharm(G.U & Paying)	Total Demand	Estimated Cost
1	FFR WIRE	0	2	2	0
2	IVUS CATHETER	100	2	102	13500000
3	RADIAL WRIST BAND	100	0	100	0
4	INJECTOR LINE PSI 1200, 120 CM COMPATIBLE WITH INJECTOR	500	50	550	227500
5	TAPE FOR SKIN HYPO ALLERGIC ADHESIVE (TRANSPARENT) 3" X 10 YARDS	30000	2160	32160	40066800
	List of Angiography/Angioplasty Disposable Items for PEADS				
6	ATRIAL SEPTOSOMY BALLOON	25	0	25	1987500
7	COARCTATION OF AORTA STENTS (ALL SIZES)	10	0	10	5400000
8	DELIVERY SHEATH OF COARCTATION OF AORTA STENTS (ALL SIZES)	10	0	10	400000
9	AVP Plugs with Delivery System and Cables	4	0	4	0
10	ASD SIZING BALLOON (24 FR, 34 FR)	6	0	6	360000
	TOTAL				**78,466,800.00**

NOTE

-> Quantities mentioned can be increased or decreased as per requirement or availability of budget and no query from the supplier in this regard will be entertained.
-> Contractors will be bound for size replacement as well as near expiry stock of all items as per consumption and need for the whole tender.
-> Samples of all quoted brands should be provided at the time of tender submission

Executive Director,
Faisalabad Institute of Cardiology,
Faisalabad.

Note:

1. The estimated cost is for calculation of bid security only. Moreover, in case of variation in pack size of dosage form (liquid) rates will be calculated on per ml basis.
2. The bidder shall provide 02 commercial packs of the quoted brand of each quoted item for medicines/drugs and 04 commercial packs of medical devices along with its bid. Packaging/packing material of the Drug/Medicine shall be of same quality/strength/gauge/grammage as supplied in local market.
3. The packaging of glass bottle (oral/injectable) and plastic bottle/HDPE/PVDC material shall be as per submitted commercial samples for the pharmaceutical finished product packaging.
4. 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.
5. For thermolabile drugs 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 & thermology data from factory to Consignee's end.

Any further information can be obtained from the office of Purchase, Faisalabad Institute of cardiology, Faisalabad

Section-III. Technical Specifications

3.1. Technical Specifications

Faisalabad Institute of Cardiology
Serena Hotel Road, Opposite Chenab Club, Faisalabad.
List of Cardiac Surgical Disposable Items
PURCHASE DEMAND FOR MAIN MEDICINE STORE & MODEL PHARMACY (General User / Paying)
FOR THE YEAR 2024-2025 (RE-TENDER-II)

Sr. No.	Name of Items	Demand 2024-2025	Demand Model Pharm.(G.U & Paying)	Total Demand	Est. Cost
1	AMBU BAG WITH MASK PEADS (LARGE CHILD, MEDIUM CHILD, SMALL CHILD)	60	0	60	239340
2	AMBU BAGS (ADULT)	60	0	60	239340
3	AORTIC CANNULA ANGLED TIP WIRE REINFORCED ALL SIZES (PEADS) APPROVED BY FDA / CE	255	20	275	2677500
4	BLANKET COMPATIBLE WITH HYPOTHERMIA MACHINE (SARNS TERUMO OR EQUIVALENT)	10	0	10	0
5	CHEST DRAINAGE TUBE WITHOUT TROCAR (THROCIC CATHETER RIGHT ANGLE) ALL SIZES	2000	600	2600	1500000
6	CO2 ADOPTER 50PCS COMPATIBLE WITH SENSOR	100	0	100	0
7	CO2 MISTER / BLOWER FOR OFF PUMP SURGERY FDA APPROVED	50	0	50	0
8	CONTEGRA GRAFT ALL SIZES APPROVED BY FDA (16, 18, 20)	15	0	15	8250000
9	CONTINOUS POSITIVE AIR PRESSURE SET (C-PAP)	500	30	530	5725000
10	DACRON PATCH	60	0	60	3978000
11	DISPOSABLE AIRWAY ALL SIZES	450	240	690	17550
12	DISPOSABLE CAPS FEMALE	27600	1200	28800	162564
13	DISPOSABLE CAPS MALE	10500	1200	11700	250845
14	EPICARDIAL BIPOLAR LEAD	20	0	20	0
15	EPICARDIAL LEAD UNIPOLAR	20	0	20	700000
16	FILTER FOR AIR WARMING THERAPY TEMP. UNIT COMPATIBLE WITH AVAILABLE MACHINE	5	0	5	77500
17	FACE MASK NO 1,2,3 (ONE SET) (SILICON)	10	0	10	5500
18	FACE MASK NO 4,5 (ONE SET) (RUBBER)	10	0	10	0
19	GLUTARAL 15.2 G, (ETHYLENDIOXY) DIMETHANOL 19.7 G IN 100G OR EQUIVALENT (2 LTR.)	15	0	15	0

Sr. No.	Name of Items	Demand 2024-2025	Demand Model Pharm.(G.U & Paying)	Total Demand	Est. Cost
20	HAND DISINFECTANT – 1000 ML CONTAIN 2-PROPANOL; OTHER INGREDIENTS: BUTANE-1,3-DIOL, LANOLIN-POLY(OXYETHYLENE)-75; FRAGRANCE; PURIFIED WATER	0	10	10	0
21	HEMODIALYSIS KIDNEY FILTER	0	5	5	0
22	HEMODIALYSIS BLOOD LINE SET	80	0	80	27200
23	TISSUE VALVE AORTIC FDA APPROVED BOVINE (PERICARDIAL) ALL SIZES	30	3	33	10500000
24	TISSUE VALVE MITRAL FDA APPROVED BOVINE (PERICARDIAL) ALL SIZES	30	3	33	2850000
25	ISOLATOR WITH LOOP	0	50	50	0
26	LARYNGEAL MASK AIRWAY	30	0	30	52500
27	LEVEL SENSOR (Compatible with Maquet Machine or Equalivent)	0	50	50	0
28	MITRAL VALVE ANNULAR RING (INCOMPLETE, FLEXIBLE) ALL SIZES APPROVED BY FDA / CE	50	0	50	3750000
29	MITRAL VALVE ANNULAR RING (COMPLETE, SEMI REGID) ALL SIZES APPROVED BY FDA / CE	50	0	50	3750000
30	MITRAL VALVE ANNULAR RING (COMPLETE REGID) ALL SIZES APPROVED BY FDA / CE	50	0	50	3750000
31	MULTIPORT CORONARY CARDIOPLEGIA DELIVERY CANNULA	0	2	2	0
32	NEBULIZER KITS ADULT	0	240	240	0
33	ONE WAY VENT VALVE (SUCTION SAFETY DEVICE)	200	0	200	1960000
34	* OXYGENATOR-MEMBRANE WITH LOW PRIMING VOLUME FDA APPROVED/CE, WITH CUSTOM PACK FOR PEADS	300	30	330	9998000
35	* OXYGENATOR-MEMBRANE WITH LOW PRIMING VOLUME FDA APPROVED/CE, WITH CUSTOM PACK FOR SMALL ADULT	150	10	160	7264500
36	* OXYGENATOR-MEMBRANE WITH LOW PRIMING VOLUME FDA APPROVED/CE, WITH CUSTOM PACK FOR NEONATES	100	0	100	4480000
37	POLYAMIDE/NON-WOVEN FABRIC CARDIAC TAPE	3000	50	3050	1800000
38	PLASTIC ETT STYLLETS	50	10	60	21250
39	PTFE SUTURE 4/0,5/0	30	10	40	0
40	PER-CUTANEOUS TRACHESTOMY TUBES (6,7,7.5,8)	100	20	120	0
41	PER-CUTANEOUS SUPRA-PUBIC CATHETERIZATION KIT	250	0	250	0

Sr. No.	Name of Items	Demand 2024-2025	Demand Model Pharm.(G.U & Paying)	Total Demand	Est. Cost
42	CHLOROHEXIDINE GLUCONATE (2 % W/W) IV DRESSING 8.5CM*11.5CM	8000	0	8000	26432000
43	DISPOSABLE FULL BODY BLANKET (ADULT)	5000	10	5010	34570000
44	DISPOSABLE FULL BODY BLANKET (PEADS)	300	5	305	1593000
45	DISINFACTANT FOR HEMO DIALYSIS MACHINE A) solution hemo dialysios concentrate 4ltr contians (Sod. Pot. Mag. Calcium, Acetate, Chloride & Glucose)	10	0	10	0
46	B) Hemo dialysis Bi corbonate concentrate 504g	100	0	100	0
47	HAND DISINFECTENT: CHLORHEXIDINE GLUCONATE 1%, EHTYL ALCOHOL 61% W/W 500ML	500	10	510	6740000
48	SUCTION TUBE (PEADS) 6FR ,7FR	2000	50	2050	40000
49	DISPOSABLE DIATHERMY LEAD WITH ACCESSORIES	2000	120	2120	7782000
50	PTFE GRAFT ALL SIZES (4,5,6,18,20,22)	30	1	31	4440000
51	SURGICAL DRAPE/INCISE DRAPE WITH ANTIMICROBIAL 45X60 CM ADULT	4000	120	4120	11328000
52	Y CONNECTOR (WITHOUT LUER LOCK) ALL SIZES (3/8* 3/8 * 3/8, 3/8 * 3/8 * 1/4, 3/8 * 3/8/ * 1/2, 3/8 * 1/4 * 1/4, 1/ 4* 1/4 * 1/4,)	2500	0	2500	537500
53	ANTI GRADE CARDIOPLEGIA CANNULA FOR ADULT WITH VENT LINE	555	0	555	1719945
54	AORTIC CANNULA WITH CONNECTOR, STRAIGHT, (ADULT) ALL SIZES APPROVED BY FDA / CE	1500	240	1740	5250000
55	AORTIC CANULA WIRE REINFORCED, STRAIGHT WITH STYLET (PEADS) 8 to 16 SIZES APPROVED BY FDA / CE	100	20	120	350000
56	DISPOSABLE INTRA CORONARY SHUNT ALL SIZES	100	0	100	650000
57	LV VENT PEADS WITH STYLLET ALL SIZES	250	50	300	1012500
58	PERICARDIAL SUMP WITH CONNECTOR (ADULT)	2000	170	2170	5350000
59	PERICARDIAL SUMP WITH CONNECTOR (PEADS)	750	0	750	2006250
60	VENOUS CANNULA TWO STEGE 32 X 40 APPROVED BY FDA / CE	60	20	80	360000
61	VENOUS CANNULA - TWO STAGE (36 X 46) FR APPROVED BY FDA / CE	250	100	350	1500000
62	VENOUS CANNULA - TWO STAGE (36 X 51) FR APPROVED BY FDA / CE	200	10	210	1200000
63	VENOUS CANNULA SINGLE STAGE ALL SIZES (WIRE REINFORCED, METAL TIP, CURVED) PEADS, APPROVED BY FDA/CE	150	50	200	975000
64	VENOUS CANNULA SINGLE STAGE ALL SIZES (WIRE REINFORCED, METAL TIP, CURVED) ADULT APPROVED BY FDA/CE	400	20	420	2600000

Sr. No.	Name of Items	Demand 2024-2025	Demand Model Pharm.(G.U & Paying)	Total Demand	Est. Cost
65	VENOUS CANNULA SINGLE STAGE ALL SIZES (WIRE REINFORCED, STRAIGHT) ADULT APPROVED BY FDA/CE	500	250	750	3600000
66	VENOUS CANNULA SINGLE STAGE ALL SIZES (WIRE REINFORCED, STRAIGHT) PEADS APPROVED BY FDA/CE (18, 20, 22, 24, 26 FR)	250	0	250	1625000
67	RE-BREATHING MASK ALL SIZES	200	0	200	190000
68	STERNAL POLYESTER / BAND	30	0	30	0
69	SUCKER NOZZLE ADULT	100	210	310	150000
70	SUCKER NOZZLE PEADS	0	30	30	0
71	STRAIGHT CONNECTORS (WITHOUT LUER LOCK) ALL SIZES (3/8X1/2, 3/8X3/8, 3/8X1/4, 1/4X1/4, 1/2X1/2)	1000	50	1050	322000
72	SURGICAL SPRING CLIP (BULL DOG)	2000	480	2480	4800000
73	TISSUE STABILIZER FOR OFF PUMP SURGERY APPROVED BY FDA	15	5	20	2077500
74	TEMPORARY PACEMAKER (LEADS ONLY) COMPATIBLE WITH TPM MACHINE	0	5	5	0
75	VENOUS CANNULA - TWO STAGE (36 X 50) FR APPROVED BY FDA / CE	300	10	310	2579700
76	VO2 CONNECTOR FOR ADULT CIRCUIT 1/2" X 1/2"	0	20	20	0
77	VO2 CONNECTOR FOR PEADS CIRCUIT 3/8" X 3/8"	0	10	10	0
78	CORONARY FLOW PROBE WITH GADGETS	10	0	10	0
79	EPIAORTIC ULTRASOUND PROBE WITH GADGETS	5	0	5	0
80	PEDIATRIC ARTERIAL FILTER	300	0	300	0
	TOTAL AMOUNT				**205,806,984**

NOTE

→ * If the oxygenator does not have built in arterial filter, separate arterial filter should be provided with custom pack.
→ Quantities mentioned can be increased or decreased as per requirement or availability of budget and no query from the supplier in this regard will be entertained.
→ Contractors will be bound for size replacement as well as near expiry stock of all items as per consumption and need for the whole tender.
→ Samples of all quoted brands should be provided at the time of tender submission

Executive Director,
Faisalabad Institute of Cardiology,
Faisalabad.

Note:

1. The estimated cost is for calculation of bid security only. Moreover, in case of variation in pack size of dosage form (liquid) rates will be calculated on per ml basis.
2. The bidder shall provide 02 commercial packs of the quoted brand of each quoted item for medicines/drugs and 04 commercial packs of medical devices along with its bid. Packaging/packing material of the Drug/Medicine shall be of same quality/strength/gauge/grammage as supplied in local market.
3. The packaging of glass bottle (oral/injectable) and plastic bottle/HDPE/PVDC material shall be as per submitted commercial samples for the pharmaceutical finished product packaging.
4. 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.
5. For thermolabile drugs 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 & thermology data from factory to Consignee's end.

Any further information can be obtained from the office of Purchase, Faisalabad Institute of cardiology, Faisalabad

Section-IV: Bid Data Sheet

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

A. Introduction		
BDS Clause Number	**ITB Number**	**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**
1.	2.1.1	**Name of Procuring Agency:** Faisalabad Institute of Cardiology, Faisalabad Near Chenab Club, Sargodha Rd, Civil Lines, Faisalabad, Punjab 38850 **Subject of procurement is:** Framework Contract for the Procurement of Drugs/ Medicines, Angiography/Angioplasty Disposable items & Cardiac surgical Disposable **Period for delivery of goods:** Financial Year 2024-2025 (Re-Tender) **Place of Delivery of goods:** The goods will be delivered at Consignee's End (Faisalabad Institute of Cardiology, Faisalabad). **Commencement date for delivery of Goods:** Date of Signing of Contract / LC Opening Date / Purchase Order Issuance date as the case may be
2.	2.1.2	**Financial year for the operations of the Procuring Agency:** 2024-2025 (Re-Tender) **Name of Project/ Grant (Non Development):** Framework Contract for the Procurement of Drugs/ Medicines, Angiography/Angioplasty Disposable items & Cardiac surgical Disposable (Non- Development) **Name of financing institution:** Government of the Punjab **Name and identification number of the Contract:** Framework Contract for the Procurement of Drugs/ Medicines, Angiography/Angioplasty Disposable items & Cardiac surgical Disposable **Bid Reference No.** _____
3.	2.1.3 (iv)	Joint venture is not allowed
4.		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 Government of Pakistan.
5.	2.3.6(iii)	**Demonstration of authorization by manufacturer:** The bidder shall submit the authorization by manufacturer as per form 8.3.
B. Bidding Documents		
6.	2.2.2	**The address for clarification of Bidding Documents is** Medical Superintendent Faisalabad Institute of Cardiology, Faisalabad Near Chenab Club, Sargodha Rd, Civil Lines, Faisalabad, Punjab 38850
7.	2.2.2	**PRE-BID MEETING** Day : _____ Date : _____ Time : _____ hours Venue : (Insert Name & Address of the Procuring Agency)
8.	2.3.9	One (01) complete bid (including separate technical & financial bid) is required to be submitted in original. **Copy of the Bid is not required.**
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	**Bid Language is English** The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.
10	2.3.4	The price quoted shall be in Pak Rupee (PKR)
11.	2.3.4	The quoted item shall not be higher than the **Trade Price** as per MRP fixed by DRAP / benchmark prices notified by the DRAP.
12.	2.1.4 (ii)	**Country of Origin:** 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 Government of Pakistan.
D. Preparation and Submission of Bids		
13.	2.1.3	Evaluation criteria is described in **Section F below "Bid Evaluation Criteria"** of the Bid Data Sheet.
14.	2.3.6	Spare parts not required
15.	2.2.2	**Bid shall be submitted to:** Conference room, Faisalabad Institute of Cardiology, Faisalabad Phone No: 041-9201529 to 9201534 Email Address: ms.ic.fsd@punjab.gov.pk
16.	2.4.2	**BID SUBMISSION** Day : THURSDAY

		Date : 19-09-2024 Time : till 11:00 A.M
17.	2.5.1	**BID OPENING** Day : THURSDAY Date : 19-09-2024 Time : 11:30 A.M Venue : Conference room, Faisalabad Institute of Cardiology, Faisalabad
18.	2.6.2	**Amount of Performance Guarantee is 5 % of the value of contract. Performance Guarantee will be in PKR. (Procuring Agency may amend the required percentage of Performance Guarantee as provision of PPR-14)**
19.	2.3.8	2 % of Estimated Cost of the quoted Item (s) as given in Bidding Document against each Item (Procuring Agency may amend the required percentage of Bid Security as provision of PPR-14)
20.	2.3.9	Bid validity period after opening of the Bid is: 180 days
21.	2.3.9	Number of copies of the Bid to be provided are zero.
		E. Opening and Evaluation of Bids
22.	2.5.1	The Bid opening shall take place at: **BID OPENING** Day : THURSDAY Date : 19-09-2024 Time : 11:30 A.M Venue : Conference room, Faisalabad Institute of Cardiology, Faisalabad
23.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes for conversion of all Bid prices expressed in various currencies is: Pak Rupee (PKR) The source of exchange rate shall be: ***State Bank of Pakistan*** The date of exchange rate shall be: **Date of Financial Bid Opening.**
		F. Bid Evaluation Criteria
24.	2.5.8	F : **BID EVALUATION CRITERIA**

SECTION - F
TECHNICAL EVALUATION CRITERIA
FOR DRUGS / MEDICINES
(FOR LOCAL MANUFACTURER)

Failure to comply with any compulsory parameter will result in "non- responsiveness of the bidder for quoted item". Bidders complying with Compulsory Parameters will be evaluated further for Marking Criteria.

COMPULSORY PARAMETERS

i. The bidder will submit, CNIC copy , Bid form signed and stamped and original tender receipt.

ii. The bidder will submit 2 % Bid Security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)

iii. The bidder must possess valid Drug Manufacturing License issued by DRAP.

iv. The bidder must possess valid Good Manufacturing Certificate (GMP) OR Valid Satisfactory GMP Inspection Report issued by DRAP.

v. Qualification of quoted item section is compulsory only those section will be considered which are mentioned on valid GMP Certificate OR on Valid Satisfactory GMP Inspection Report issued by DRAP.

vi. The bidder will provide valid Drug Registration Certificate on the name of bidder of the quoted product (DRC must have quoted pack size). Experience of quoted item must be at least one year which will be considered from date of registration of the product.

vii. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that complies 100% with the required specifications and fulfill the requirements as per prevailing rules shall be considered.

viii. The firm will provide form-29 issued by SECP. (Article of association of companies) /Form C (Registered from registrar of firms)/ sole proprietorship.

ix. The bidder must submit bio similarity studies data of quoted item (for biologicals and biotech products). The biosimilar study must be from DRAP notified labs or WHO / JpMHLW / EMA / US FDA approved / accredited labs only OR quoted product must have status of reference product for biosimilar studies on US-FDA /registered at EMA official websites.

x. The firm will submit undertaking on Rs. 100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious / Adulterated by DTLs of the Punjab/any Competent Lab" since last 3 years till the closing date of Bid Document submission.

xi. Undertaking regarding "Non-Declaration of any Spurious / Adulterated Batch of the quoted item manufactured by firm by DTLs of the Punjab / any Competent Lab" on valid Rs. 100 stamp paper duly verified by notary public.

xii. The firm will submit undertaking on Rs. 100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious / Adulterated Drugs / Medicines.

xiii. The firm undertakes that currently it is not Blacklisted/Debarred by Procuring agency on valid Rs. 100 stamp paper duly verified by notary public.

xiv. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to provide stocks in reefer container(s) (maintaining controlled temperature as per item specs) for delivery of goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods.

xv. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to

requirement of the department.

xvi. The applicant will submit an affidavit on Rs. 100/- stamp paper (Notarized) stating the applicant accepts all the terms and conditions of the Tender Document.

xvii. Two pack of samples for evaluation by the technical committee (Samples must be of commercial pack).

ORDINARY PARAMETERS

FOR DRUGS / MEDICINES (LOCAL MANUFACTURERS)

(MARKING CRITERIA)

Serial No.	Description	Category Points
1	**SOURCE OF API OF QUOTED ITEM**	**Max 10**
A	Source Licensed by Original or accredited by FDA/WHO/EMA (Certificate). Firm should provide import documents (Bill of Lading/Airway Bill / GD documents etc.) of quoted source for last two years	10
B	Other source of API with certificate of analysis	05
	Furthermore, bidder will undertake on Rs.100/- notarized stamp paper that it will provide supply manufactured from claimed source.	
2	**FINANCIAL SOUNDNESS OF THE FIRM**	**Max 10**
A	Minimum Annual financial turnover for any of single financial year (i.e. during the last three financial years) / single calendar year (i.e. during the last three calendar years) must be Equivalent or Higher than 1,000 million rupees for medicine of local manufacturer.	10
B	Minimum Annual financial turnover for any of single financial year (i.e. during the last three financial years) / single calendar year (i.e. during the last three calendar years) must be at least 700 million rupees or above for medicine of local manufacturer.	07
C	Minimum Annual financial turnover for any of single financial year (i.e. during the last three financial years) / single calendar year (i.e. during the last three calendar years) must be at least 500 million rupees or above for medicine of local manufacturer.	05
D	Minimum Annual financial turnover for any of single financial year (i.e. during the last three financial years) / single calendar year (i.e. during the last three calendar years) must be at least 250 million rupees or above for medicine of local manufacturer.	03
	Firm will provide FBR income tax return/sales Tax return for the last three financial years or in case of calendar year last three calendar years (Joint venture, consortium and subsidiary shall not be accepted.)	
3	**EXPERIENCE OF THE QUOTED PRODUCT FOR LAST TWO YEARS**	**Max 10**
A	Supply of the quoted product Equivalent or Higher than the advertised quantity in Private Sector.	10
B	Supply of the quoted product at least 70% or above of total of advertised quantity in Private Sector.	07

C	Supply of the quoted product at least 50% to below 70% of advertised quantity in Private Sector.	05
D	Supply of the quoted product at least 25% to below 50% of advertised quantity in Private Sector.	03

The bidder shall provide (attach) summary of private market sale. (This summary must be on stamp paper of Rs. 100 duly legalized/notarized which may be verified. Any false claim lead to disqualification/blacklisting of firm)

4	**EXPERIENCE OF THE QUOTED PRODUCT FOR LAST TWO YEARS**	**Max 10**
A	Supply of the quoted product Equivalent or higher than advertised quantity in Public sector.	10
B	Supply of the quoted product at least 70% or above of total of advertised quantity in Public Sector.	07
C	Supply of the quoted product at least 50% to below 70% of advertised quantity in Public Sector.	05
D	Supply of the quoted product at least 25% to below 50% of advertised quantity in Public Sector.	03

The bidder shall provide (attach) summary of purchase orders of institutional/Public sale along with delivery challan (DC)of subsequent Purchase Orders.(This summary must be on stamp paper of Rs.100 duly legalized/notarized along with Purchase Orders For Last Two Years & relevant Delivery Challan. The Purchase Orders /DC may be verified, and any false claim shall lead to disqualification/blacklisting of firm. Purchase order along with relevant delivery Challan of the respective government institution will be considered only (alone purchase order will not be considered.)

Note: The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.

Details regarding experience in clause 3 & 4 shall be provided on prescribed peroma as well.

5	**CREDIBILITY & CERTIFICATION OF MANUFACTURER**	**Max 15**
A	Valid ISO 17025 Certification for competence of Testing and Calibration of Labs.	3
B	Valid ISO 14001 (Certificate)	3
C	Valid International reputed certification (WHO/UNICEF/JpMHLW/UNFPA/WFP/US-FDA)	3
D	Waste Water Treatment Plant (attach copy of layout plan of installed plant and SOPs)	3
E	Registration of firm with IQVIA Solutions (formerly IMS) for each quoted item.	3
6	**QUALITY OF PRODUCT**	**Max 5**
A	If samples of quoted product declared sub-standard by DTL are less than 1% during last Financial Year.	5
B	If samples of quoted product declared sub-standard by DTL are 1-2% during last Financial Year.	3
C	If samples of quoted product declared sub-standard by DTL are 2-3% during last Financial Year.	1

The bidder will provide undertaking on Rs. 100/- notarized stamp paper. Data of substandard batches may be verified from Drug Testing Laboratories.

7	**NUMBER OF FUNCTIONAL STABILITY CHAMBER**	**Max 6**

A	No. of functional stability chamber 2-3 or	2
B	No. of functional stability chamber 4-6 or	4
C	No. of functional stability chamber 7 or above	6
	The firm must submit undertaking on notarized stamp paper of worth Rs. 100/-.The Firm will also submit valid calibration/validation report.	
8	**STABILITY STUDIES**	**Max 02**
A	Accelerated Stability Study data of quoted item	01
B	Real Time Stability Study data of quoted item for last two years	01
9	**Primary Reference Standard with Valid Shelf Life used for Quality Control Testing/Analysis of Quoted Item** (The firm shall submit Import/Shipping Documents/Import trail and Certificate of Analysis (COA).	**Max 02**
10	**TECHNICAL STAFF OF MANUFACTURING UNIT**	**Max 05**
A	Total Number of pharmacist (Minimum number of employed pharmacists must be 10 excluding M.Phil and PhD)	02
	At least two M.Phill degree holder in any Discipline of Pharmacy or related field	02
	At least one Ph.D degree holder in any Discipline of Pharmacy or related field	01
The bidder shall provide the attested copies of degrees & appointment issued by firm to employees. The firm shall provide undertaking of Rupees 100 stamp paper (Affidavit) that the staff (claimed in Tender/Bidding documents) is currently working in Manufacturing unit/Firm and will provide HEC approved or Equivalency (in case of Foreign Degree holders) degrees along with appointment letter.		
11	**AVAILABILITY OF PRODUCT AT MAJOR CHAIN PHARMACIES**	**Max. 05**
A	Availability of product at major chain pharmacies having minimum 05 branches with in Punjab (one mark for each chain & maximum up to 5 marks) - Specialized Hospital Items may be exempted from said requirement. In such cases Hospitals purchase orders (P.O) will be considered maximum up to 5 Marks. (Purchase order along with delivery Challan of pharmacy/Hospitals will be accepted only). The firm will submit warranty Invoice (s). Warranty Invoice (s) shall be issued by the authorized distributor to the chain pharmacy for the quoted item from last two years. Any false claim shall be considered as fraudulent practice. Unnecessary/ irrelevant document should not be part of bid. The firm will also submit undertaking on Rs.100 stamp paper that its quoted product is available in retail chain as per provided record submitted in bid.	05
	GRAND TOTAL	80
	QUALIFYING MARKS = 60%	

QUALIFYING MARKS: 48 OUT OF 80 (60%)

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

(A) TECHNICAL EVALUATION CRITERIA FOR DRUGS/MEDICINES (FOR SOLE AGENT/ IMPORTERS OF FOREIGN PRINCIPALS)

Failure to comply with any compulsory parameter will result in "non- responsiveness of the bidder for quoted item". Bidders complying with Compulsory Parameters will be evaluated further for "Marking Criteria".

COMPULSORY PARAMETERS

i. The bidder will submit, CNIC copy, Bid form signed and stamped and original tender receipt.
ii. The bidder will submit 2 % Bid Security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
iii. The bidder must possess valid Drug Sale License.
iv. Valid Sole agency agreement of quoted item.
v. The bidder will provide valid Drug Registration Certificate on the name of bidder of the quoted product (DRC must have quoted pack size). Experience of quoted item must be at least one year which will be considered from date of registration.
vi. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that complies 100% with the advertised specifications and fulfill the requirements as per prevailing rules shall be considered.
vii. Quoted product must have WHO Prequalification /JpMHLW / EMA / USFDA approval.
viii. The bidder must submit bio similarity studies data of quoted item (for biologicals and biotech products). The biosimilar study must be from DRAP notified labs or WHO / JpMHLW / EMA / US FDA approved / accredited labs only or Quoted product must have status of reference product for biosimilar studies in US FDA/registered at EMA official website.
ix. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious / Adulterated by DTLs of the Punjab/any Competent Lab" since last 3 years till the closing date of Bid Document submission.
x. Undertaking regarding "Non-Declaration of any Spurious / Adulterated Batch of quoted item supplied by firm by DTLs of the Punjab/any Competent Lab" on valid Rs. 100 stamp paper duly verified by notary public.
xi. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious / Adulterated Drugs/Medicines.
xii. The firm undertakes that currently it is not Blacklisted/Debarred by Procuring agency on valid Rs.100 stamp paper duly verified by notary public.
xiii. The firm will undertake on notarized stamp paper of Rs.100 that the firm will be bound to provide stocks in refrigerated container(s) (maintaining controlled temperature as per item specs) for delivery of goods to the procuring agencies.

Physical assurance will be pre-requisite at the time of delivery of goods.

xiv. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.

xv. The applicant will submit an affidavit on Rs. 100/- stamp paper (Notarized) stating the applicant accepts all the terms and conditions of the Tender Document.

xvi. **Two pack of samples** for evaluation by the technical committee (Samples must be of commercial pack).

ORDINARY PARAMETERS

FOR DRUGS/MEDICINES (FOR SOLE AGENT/ IMPORTERS OF FOREIGN PRINCIPAL) (MARKING CRITERIA)

SERIAL NO.	DESCRIPTION	CATEGORY POINTS
1	EXPERIENCE OF THE QUOTED PRODUCT FOR LAST TWO YEARS	Max 10
A	Supply of the quoted product Equivalent or Higher than the advertised quantity in Private Sector.	10
B	Supply of the quoted product at least 70% or above of total of advertised quantity in Private Sector.	07
C	Supply of the quoted product at least 50% to below 70% of advertised quantity in Private Sector.	05
D	Supply of the quoted product at least 25% to below 50% of advertised quantity in Private Sector.	03
The bidder shall provide (attach) summary of private market sale. (This summary must be on stamp paper of Rs.100 duly legalized/notarized which may be verified. Any false claim will lead to disqualification/blacklisting of firm)		
2	FINANCIAL SOUNDNESS OF THE FIRM	Max 10
A	Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) must be Equivalent or Higher than 600 million rupees of Sole Agent of Foreign manufacturer.	10
B	Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) must be at least 450 million rupees or above of Sole Agent of Foreign manufacturer.	07
C	Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) must be at least 300 million rupees or above of Sole Agent of Foreign manufacturer.	05
D	Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) must be at least 150 million rupees or above of Sole Agent of Foreign manufacturer.	03

Firm will provide FBR income tax return/sales Tax return for the last three financial years or in case of calendar year last three calendar years (Joint venture, consortium and subsidiary shall not be accepted.)

3	**EXPERIENCE OF THE QUOTED PRODUCT FOR LAST TWO YEARS**	**Max 10**
A	Supply of the quoted product Equivalent or Higher than the advertised quantity in Public Sector.	10
B	Supply of the quoted product at least 70% or above of total of advertised quantity in Public Sector.	07
C	Supply of the quoted product at least 50% to below 70% of advertised quantity in Public Sector.	05
D	Supply of the quoted product at least 25% to below 50% of advertised quantity in Public Sector.	03

The bidder shall provide (attach) summary of purchase orders of institutional/Public sale along with delivery challan (DC)of subsequent Purchase Orders.(This summary must be on stamp paper of Rs.100 duly legalized/notarized along with Purchase Orders (Last Two Years) & relevant Delivery Challan. The Purchase Orders /DC may be verified, and any false claim shall lead to disqualification/blacklisting of firm. Purchase orders along with relevant delivery Challan of the respective government institution will be considered only (alone purchase orders will not be considered.)

Note: The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.

Details regarding experience in clause 1 & 3 shall be provided on prescribed peroma as well.

4	**BIDDER & MANUFACTURER RELATIONSHIP REGARDING IMPORT EXPERIENCE (IN CASE OF SOLE AGENT)**	**Max 10**
	Sole Agent Certification/Authorization from Manufacturer	
	Up to 2 years	05
	Above 2 to 5 years	07
	Above 5 years	10
5	**LOCAL MARKET BUSINESS**	**Max 15**
	How many years the quoted product is being marketed in Pakistan?	
	Less than one year will not be considered eligible	
	1 to 2 year	05
	Above 2 to 5 years	10
	Above 5 years	15
6	**COMPLIANCE OF QUALITY STANDARDS OF QUOTED ITEM**	**Max 05**
	Quality Compliance Standards (EMA / JpMHLW / US FDA / prequalified by WHO / The product having registration in Stringent Regulatory Authorities (SRA) Founding Regulatory Members countries as (Europe, USA, and Japan) and Standing Regulatory Members as (Canada, Switzerland & Australia), Regulatory Members (Brazil, China, Singapore, Republic of Korea).	05
7	**QUALITY OF PRODUCT**	**Max 05**
	If samples of quoted product declared sub-standard by DTL are less than 1% during last Financial Year.	05
	If samples of quoted product declared sub-standard by DTL are 1- 2% during last Financial Year.	03
	If samples of quoted product declared sub-standard by DTL are 2- 3% during last Financial Year.	01

The bidder will provide undertaking on Rs. 100/- notarized stamp paper. Data of substandard batches can be verified from Drug Testing Laboratories.	

8	**AVAILABILITY OF QUOTED PRODUCT (P.O/PERFORMA INVOICE/LC COPY ETC.) SINCE FOR LAST TWO YEARS**	**Max 10**
	Countries (USA/Europe/Japan/UK)	10
	Or Other Countries 1 mark per country 05 and above countries	05
	GRAND TOTAL	**75**
	QUALIFYING MARKS = 60%	

QUALIFYING MARKS: 45 OUT OF 75 (60%)
Financial bids of only "Technically Responsive Bidders" will be opened.

(B) TENDER/BID TECHNICAL EVALUATION CRITERIA

FOR MEDICAL DEVICES
(FOR LOCAL MANUFACTURER & SOLE AGENT OF FOREIGN PRINCIPAL)
(OTHER THAN AUTODISABLE SYRINGES)

Failure to comply with any compulsory parameter will result in "non-responsiveness of the bidder for quoted item".

COMPULSORY PARAMETERS

a. The bidder will submit CNIC copy, Bid form signed and stamped and original tender receipt.
b. The bidder will submit 2 % Bid Security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
c. Valid Drugs Manufacturing License (for manufacturers) / Valid Drugs Sale License & Valid Establishment Registration Certificate (for sole agents).
d. Valid Drug Registration Certificate/Drug Enlistment Certificate in the name of bidder, whichever applicable as per Medical Devices Rules 2017 of the quoted product issued by DRAP Pakistan.
e. Valid GMP certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for local manufacturer).
f. Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) must be 165 Million Rupees or above for local manufacturer/Sole Agent of Foreign manufacturer. Firm will provide FBR Income tax return / sales Tax return for the last three financial years / during the last three calendar years.
g. Valid Sole Agency Agreement of quoted item. (for Importers).
h. Valid ISO 13485
i. Valid quality certification of CE/UNFPA/JpMHLW/US FDA approval certification or prequalification by WHO. Certificates provided by the firm on its own letter head are not acceptable, CE marked by conformity assessment bodies (CABs) notified in NANDO database under the relevant European directive for medical devices of European Union will be accepted only.
j. Valid Free Sale Certificate indicating that the quoted brand is freely available in the country of manufacturer. This certificate must be issued by relevant authority of the country of origin duly legalized/ notarized by embassy of Pakistan/ country of manufacturer (For Sole agents only). This certificate shall be valid till validity period of the Bid.
k. The experience of quoted product must be at least three years (Financial year) since July 2018 onward till closing date of submission of tender. (Firm must attach Purchase Orders of quoted items of Public Sector Institution anywhere in Pakistan).

Note: *The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.*

l. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious / Adulterated by DTLs of the Punjab/any Competent Lab" since last 3 years till the closing date of Tender Document submission.

m. Undertaking regarding "Non-Declaration of any Spurious / Adulterated Batch of quoted item manufactured/supplied by firm by DTLs of the Punjab/any Competent Lab" on valid Rs.100 stamp paper duly verified by notary public.

n. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious / Adulterated Medical Devices.

o. The firm undertakes that currently it is not Blacklisted/Debarred by Procuring Agency on valid Rs. 100 stamp paper duly verified by notary public.

p. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.

q. Four pack of samples for evaluation by the technical committee (Samples must of commercial pack). The result of end user evaluation shall be treated as knockdown criteria.

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

(D) TENDER/BID TECHNICAL EVALUATION CRITERIA FOR AUTO DISABLE /REUSE PREVENTION SYRINGES ONLY

(FOR LOCAL MANUFACTURER & SOLE AGENT OF FOREIGN PRINCIPAL)

Failure to comply with any compulsory parameter will result in "non- responsiveness of the bidder for quoted item".

COMPULSORY PARAMETERS

a. The bidder will submit, CNIC copy, Bid form signed and stamped and original tender receipt.
b. The bidder will submit 2 % Bid Security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
c. Valid Drugs Manufacturing License (for manufacturers) / Valid Establishment Registration Certificate (for Sole Agents).
d. Valid Drugs Sale License (for Sole Agents).
e. Valid Device Registration Certificate/Device Enlistment Certificate in the name of bidder, whichever applicable as per Medical Devices Rules 2017 of the quoted product issued by DRAP Pakistan.
f. Valid GMP certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for local manufacturer).
g. Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) must be 165 Million Rupees or above for local manufacturer/Sole Agent of Foreign manufacturer. Firm will provide FBR Income tax return/sales Tax return for the last three financial years / during the last three calendar years.
h. Valid Sole Agency Agreement of quoted item. (for Importers).
i. Valid ISO 13485.
j. Valid quality certification of JpMHLW/US FDA approval certification or prequalification by WHO. Certificates provided by the firm on its own letter head are not acceptable.
k. Valid Free Sale Certificate indicating that the quoted brand is freely available in the country of manufacturer. This certificate must be issued by relevant authority of the country of origin duly legalized/ notarized by embassy of Pakistan/ country of manufacturer (For Sole agents only). This certificate shall be valid till validity period of the Bid.
l. The experience of quoted product must be at least one year (Financial year) since July 2018 onward till closing date of Tender document submission. (Firm must attach Purchase Orders of quoted items of Public Sector Institution anywhere in Pakistan).

***Note:** The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.*

m. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious / Adulterated by DTLs of the Punjab/any Competent Lab" since last 3 years till the closing date of Bid Document submission.
n. Undertaking regarding "Non-Declaration of any Spurious / Adulterated Batch of quoted item manufactured/supplied by firm by DTLs of the Punjab/any Competent Lab" on valid Rs.100 stamp paper duly verified by notary public.
o. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the

offense of Spurious / Adulterated Medical Devices.

p. The firm undertakes that currently it is not Blacklisted/Debarred by procuring agency on valid Rs.100 stamp paper duly verified by notary public.

q. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.

r. Four pack of samples for evaluation by the technical committee (Samples must of commercial pack). The end user evaluation shall be knockdown criteria.

NOTE:

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

(E) TENDER TECHNICAL EVALUATION CRITERIA FOR SURGICAL DRESSING ONLY

(FOR LOCAL MANUFACTURER & SOLE AGENT OF FOREIGN PRINCIPAL)

Failure to comply with any compulsory parameter will result in "non- responsiveness of the bidder for quoted item".

COMPULSORY PARAMETERS

a. The bidder will submit, CNIC copy, Bid form signed and stamped and original tender receipt.
b. The bidder will submit 2 % Bid Security of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
c. Valid Drugs Manufacturing License (for manufacturers) / Valid Establishment Registration Certificate (for Sole Agents).
d. Valid Drugs Sale License (for Sole Agents).
e. Valid Device Registration Certificate/Device Enlistment Certificate in the name of bidder, whichever applicable as per Medical Devices Rules 2017 of the quoted product issued by DRAP.
f. Valid GMP certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for local manufacturer).
g. Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) must be 150 Million Rupees or above for local manufacturer/Sole Agent of Foreign manufacturer. Firm will provide FBR income tax return/sales Tax return for the last three financial years / during the last three calendar years.
h. Valid Sole Agency Agreement of quoted item. It must be from at least previous one year till the last date of bid submission (for Importers).
i. Valid ISO 13485.
j. The firm will provide form-29 issued by SECP. (Article of association of companies) /Form C (Registered from registrar of firms)/ sole proprietorship. (For manufacturer only)
k. Valid Free Sale Certificate indicating that the quoted brand is freely available in the country of manufacturer. This certificate must be issued by relevant authority of the country of origin duly legalized/ notarized by embassy of Pakistan/ country of manufacturer (For Sole agents only).
l. The experience of quoted product must be at least three years (Financial year) since July 2018 onward till closing date of Tender document submission. (Firm must attach Purchase Orders of quoted items of Public Sector Institution anywhere in Pakistan).

Note: The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.

m. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious / Adulterated by DTLs of the Punjab/any Competent Lab" since last 3 years till the closing date of Bid Document submission.
n. Undertaking regarding "Non-Declaration of any Spurious / Adulterated Batch of the quoted item manufactured/supplied by firm by DTLs of the Punjab/any

Competent Lab" on valid Rs.100 stamp paper duly verified by notary public.

o. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious / Adulterated Medical Devices.

p. The firm undertakes that currently it is not Blacklisted/Debarred by procuring agency on valid Rs.100 stamp paper duly verified by notary public.

q. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.

r. The applicant will submit an affidavit on Rs. 100/- stamp paper (Notarized) stating the applicant accepts all the terms and conditions of the Tender Document.

s. Four pack of samples for evaluation by the technical committee (Samples must of commercial pack). The end user evaluation shall be knockdown criteria.

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

2.6.5	Percentage for quantity increase or decrease is as per provisions of Punjab Procurement Rules 2014 (amended)
2.6.2	The Performance Guarantee shall be 5 % of the Contract Price
2.6.2	The Performance Security (or guarantee) shall be in the form of as described in BDS.

SECTION-V: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

(a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

(c) "The Goods" means all those supplies which the Supplies is required to supply to the Procuring Agency under the Contract.

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

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

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

(g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.

(h) "The Procuring Agency's country" is the country named in SCC.

(i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

2. Application

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

3. Country of Origin

[where applicable]

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

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

4. Standards

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

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 an item(s) which is declared substandard / spurious / adulterated etc. and fail to provide the fresh supply within 21 days, the payment of risk purchase (which will be purchased by the Purchaser/Procuring Agencies) the price difference shall be paid by the Supplier.

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

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

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

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

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

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.

6. Patent Rights

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

7. Performance Guarantee

7.1. Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or

(b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque or CDR.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.

8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods at Supplier's premises or after the Goods' arrival in the Procuring Agency's place of delivery / destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' delivery / shipment from the supply or manufacturing / country of origin.

8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size

and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and Documents

10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

10.3.For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

10.4.Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1.The Goods supplied under the Contract shall be delivered on DDP basis under which risk is transferred to the buyer after having been delivered, hence provision of supply of goods is seller's responsibility.

12. Transportation

12.1.The Supplier is required under the Contract to transport the Goods as is required to prevent their damage or deterioration during their transit to a specified place of destination and in accordance with the terms and manner specified in Schedule of Requirement.

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

13. Incidental Services

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

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

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

13.4All Custom Duties, if any, Octroi, Clearing Charges, transportation etc will be borne by the Contracting firm. However, Procuring Agency will provide all necessary documents for facilitation but no amount to be given in any case except the Contracted amount.

13.5.Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

(i) the prevailing rates charged for other parties by the Supplier for similar services; and

(ii) original price of goods.

14. Spare Parts Not applicable

15. Warranty

15.1.The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The supplier further warrants that the supplied goods are incompliance with the provisions of DRAP Act 2012 / Drug Act 1976 and rules framed thereunder.

15.2 All goods subject to this contract shall be accompanied by the necessary warranty specified in the SCC

15.3.The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4.Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5.If the Supplier, having been notified, fails to rectify the warranty defect(s) within the period specified in SCC, within a specified period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

16. Payment

16.1.The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2.The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3.As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the supplies are as per specified terms and conditions.

16.4.The currency of payment is **Pakistan Rupees (PKR).**

17. Prices

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

18. Change Orders

18.1.The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2.If any such change causes an increase or decrease in the

cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

19.1.Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

20. Assignment

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

21. Sub-contracts

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

22. Delays in the Supplier's Performance

22.1.Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

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

22.3.Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed

upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23. Liquidated Damages

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

24. Termination for Default

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

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, and subsequent purchase order or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;

(b) if the Supplier fails to perform any other obligation(s) under the Contract; or

(c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:
(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

vi. *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;*

vii. *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;*

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

ix. *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;*

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

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

25. Force Majeure

25.1.Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

26. Termination for Insolvency

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

27. Termination for Convenience

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

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

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and

Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes (Arbitration)

28.1.After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2.If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language

29.1.The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1.The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) and the courts of Pakistan shall have exclusive jurisdiction, unless otherwise specified in SCC.

31. Notices

31.1.Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

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

32. Taxes and Duties

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

33. Price Reasonability

The prices quoted to the SHC&ME Department, Government of the Punjab shall not be more than MRP (Maximum Retail Price) fixed

	by the Federal Government under DRAP Act, 2012 / The Drugs Act, 1976.
34. DRAP Act 2012 / The Drug Act 1976 and rules framed thereunder	All supplies will comply with the provision of DRAP Act, 2012 / Drugs Act, 1976 and rules framed there under

Section-VI. Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agencies are:

- Specialized Healthcare & Medical Education Department / Teaching / Tertiary care hospitals under administrative control of SHC&ME Department

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

GCC 1.1 (i)—The Supplier is: M/s _____

GCC 1.1 (j)—The Project Site is: *[if applicable]*

2. Country of Origin (GCC Clause 3)

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 Government of Pakistan.

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee is 5 % of the Contract Price.

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

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—

i. The Supplier firm shall be bound to provide primary reference standard (s)/traceable secondary standard (s) to the concerned Drugs Testing Laboratories of Punjab as and when demanded. In case of secondary reference standard, the certificate of analysis and proof of traceability shall also be provided by the contractor. The delay in provision of the required standards as specified, shall not be attributable to the procuring agency.

ii. After delivery of drugs and medicines at the Purchaser's / Procuring Agency's premises, the Purchaser shall send the samples from **each batch** 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 after receipt of standard quality report of each batch of supplied store issued by DTL concerned under Drugs Act 1976/DRAP Act 2012 & rules framed thereunder. **The cost of samples and lab tests** shall be borne by the Supplier.

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 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 expired stores without any further charges.

5. Packing (GCC Clause 9)

The goods shall comply with following packing instructions in addition to GCC clause 9.

Labeling and Packing

i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.

ii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip/ Blister, Tubes etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license no., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in strip / blister pack (one side aluminum and other side PVC/PVD). Expiry date must be printed on each strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps.

iii. The condition of green packing is relaxed for drugs imported in finished form, but 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 labelling, packing structure and printing will be same as that of their commercial supply but according to government supply color scheme.

c) Additional instructions for packing

i. The suppliers are required to furnish the Warranty certificate with regard to the potency and stability (Including coloration of medicines) of the Drug/Medicine & Medical device for human consumption etc. in accordance with the Drugs Act 1976, DRAP Act 2012, Punjab Drugs (Amendments) Act 2017 & rules framed thereunder on notarized stamp paper of Rs.100/-

ii. 2-D Data Matrix Bar code is compulsory (for Local Manufacturers) to be placed at unit carton of supplies to be received as per regulatory requirement.

iii. The bidder shall supply the Drugs/Medicines/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.

"FIC, FSD"
"PUNJAB GOVERNMENT PROPERTY"
"NOT FOR SALE"

iv. After signing of the Contract, the Supplier shall submit the samples of finished medicines in accordance with the above instructions for approval of the department. All subsequent supplies must be in accordance with the approved samples.

v. The Artwork of final packaging/label will be approved by the committee notified by procuring agency.

6. Delivery and Documents

(GCC Clause 10)

i. The Supplier shall arrange such transportation of the medicines & medical devices etc. 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 medicines & surgical disposable items:

i. Traceable online dispatch and delivery record

ii. Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies

ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.

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

iv. The firm will be bound to provide stocks in reefer container(s) for delivery of goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods.

In case of Letter of Credit (LC): Draft LC along with following Documents

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

In case of Letter of Credit (LC): Draft LC along with following documents:

(i) copies of the Supplier's invoice/Performa invoice showing Goods' description, quantity, unit price, and total amount;

(ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

(iii) copies of the packing list identifying contents of each package;

(iv) Insurance certificate ;

(v) Manufacturer's or Supplier's warranty certificate;

(vi) Certificate of origin.

In case of DDP:

i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.

ii. Certificate of Analysis / Lot Release Certificate

iii. Delivery Challan

7. **Insurance**

(GCC Clause 11)

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

8. **Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are:

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

ii. All costs associated with the transportation including loading/unloading of drugs, medicines & medical devices etc. 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.

9. **Spare Parts**

(GCC Clause 14)

GCC 14.1— Spare parts not applicable

10. **Warranty**

(GCC Clause 15) The Supplier further warrants that the supplied goods are in-compliance with the provisions of DRAP Act 2012/Drug Act 1976 and Rules framed thereunder.

11. **Warranty provision**

GCC 15.2—In partial modification of the provisions, the warranty period shall be till shelf life / consumption of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part.

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

12. Payment (GCC Clause 16)

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

Payment for Goods supplied:

i. *100% Payment to the Suppliers will be made*
   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.*
   b. *on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax.*

ii. *Part Supply and Part Payment is allowed, but the Payment will only be made after inspection and Satisfactory Drug Testing Report*

13. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed for whole financial year / during currency of the contract and shall not be adjusted.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.067% per day of the cost of late delivered supply
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.**

Maximum deduction: 10% of Contract value

Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

15. Resolution of Disputes (GCC Clause 28)

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

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

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

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be **English.** The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

17. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan) shall have exclusive jurisdiction, unless otherwise specified in SCC.

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes:

MEDICAL SUPERINTENDENT
Faisalabad Institute of Cardiology, Faisalabad
Phone No: 041-9201529 to 9201534
Email Address: ms.ic.fsd@punjab.gov.pk

—Supplier's address for notice purposes:

19. Shelf life

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

ii. **The lower limit of the shelf life must be up to 80% and 70% with imposition of 1% penalty charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.**

iii. **In case of *vaccines & other biotechnical products, the stores with the* shelf life 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".**

SECTION-VII. SCHEDULE OF REQUIREMENTS

7.1 SCHEDULE OF REQUIREMENTS: The delivery shall be in accordance with Contract / Purchase Order as per following Schedule of Requirement on Delivery Duty Paid (DDP Basis:

RESPECTIVE CONSIGNEE'S END:

- The goods will be delivered at Consignee's End (Procuring Agency/its designated place).

Mode of Penalty	Delivery of 100% Quantity as per Signed Contract & Purchase Order	Total delivery period
Without penalty	45 days	120 days
Late delivery charges/penalty of late delivered supplies	@ 0.067 % per day after 45 days of the late delivered supplies	
Maximum Rate of Late Delivery Charges/ penalty	Maximum limit of late delivery charges is prescribed in BDS	
Risk Purchase	After expiry of prescribed delivery period, the Procuring Agency may proceed for alternate arrangements including risk purchases (at the risk & cost of defaulter) to ensure the un-interrupted healthcare services in the interest of patients. Once the maximum limit, specified in SCC Clause 14, is reached, the procuring agency may proceed for termination of contract and legal proceedings under PPR-2014.	

Section-VIII: Forms

8.1 Bid Form

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

Date: _____

To: [name and address of Procuring Agency]

Dear Sir / Madam:

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

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

If our Bid is accepted, we undertake to provide a performance guarantee security in the form, amount and time specified in the bidding documents to the Procuring Agency.

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

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

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

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____

_____ _____ _____

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

8.2 Bidder's JV Members Information Form

NOT ALLOWED / NOT APPLICABLE

8.3. Manufacturer's Authorization Form

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

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

To: *[name of the Procuring Agency]*

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

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

_____

[Signature for and on behalf of Manufacturer]

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

8.4. Bidder Profile Form

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

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

8.5. General Information Form

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

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

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

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

8.6. Affidavit

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

Name: _____
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary. In case of any false / fabricated information the procuring agency reserves the right to blacklist undersigned.

The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents and is not a conditional bid.

The undersigned have read and agreed to all the terms and conditions of the bidding documents.

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

The undersigned 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.

That the prices offered are not more than **Trade Price as per Maximum Retail Price** fixed by the Federal Government under Drugs Act, 1976 / DRAP Act, 2012.

I/We, further undertake that the prices given are reasonable and not given more than in any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, the firm is bound to refund the difference in price.

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

(i) The firm is not currently blacklisted by the procuring agency.
(ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
(iii) Affidavit for correctness of information.

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

Signed by an authorized Officer of the company
Title of Officer: _____
Name of Company: _____
Date: _____

8.7. Performance Guarantee Form

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

To,

[name and address of the Procuring Agency]

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

1. [***Please insert details***].

(Here in after called "the Contract").

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

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

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

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

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.8. Technical Bid Form

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

Sr. No.	Item name	Brand name	Pack size	Quantity	Country of Origin	Specifications

Stamp & Signature of Bidder _____

8.9. Contract Form

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

CONTRACT FORM

AGREEMENT

THIS CONTRACT is made at on day of 202__, between the {Insert name of Procuring agency }, (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 /Supplier 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 (As per contract)	Quantity	Total Cost (PKR)

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
   a. This Contract Form
   b. The Schedule of Requirements **Annex- A**
   c. Special Conditions of Contract & the Technical Specifications **Annex- B**
   d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. **Annex- C**
   e. The Purchaser's Notification of Award (AAT) **Annex- D**
   f. Purchase Order **Annex-E**
   g. Payment Schedule **Annex-F**
   h. The General Conditions of Contract **Annex-G**
   i. Performance Guarantee/Security **Annex-H**
   j. Manufacturer's certificate of warranty under Drugs Act 1976/DRAP Act 2012 & rules framed thereunder **Annex-I**
   k. The bidding document of Procuring Agency **Annex-J**
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":

3. **The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.
4. The Supplier declares as under:
   i. *[Name of the Supplier]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
   ii. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
   iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
   iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other Instrument, be 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 negotiation / mediation. If, after thirty (30) days from the commencement of such informal negotiations / mediation, the

Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

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 an Irrevocable Bank Guarantee equivalent to 5% of the total Contract amount having validity of one year from its date of issuance 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.

(ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee/Security in accordance with sub-clause (i) above.
(iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract.

10. **Penalties/ Liquidated Damages**

(I) Wherein the Supplier fails to make deliveries as per 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 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 subsequent purchase order, a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier. Maximum deduction is ten percent (10%) of Contract value. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

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

For the Purchaser:
Faisalabad Institute of Cardiology, Faisalabad

For the Supplier: _____

_____

_____

_____

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

Signed/ Sealed: For The Manufacturer/ Authorized Supplier/ Authorized Agent.	**Sealed & Signed on behalf of Procuring Agency**
Name Of Contractor **Designation in the Firm**	**(Procuring Agency)**
Witnesses-1 on behalf of the Contractor	**Witnesses-1 on behalf of the Procuring Agency**
Name of Witness **Designation in the Firm**	
Witnesses-2 on behalf of the Contractor	**Witnesses-2 on behalf of the Procuring Agency**
Name of Witness **Designation in the Firm**	

C.C.

1. _____
2. _____
3. _____

8.10. Financial Bid Form/Price Schedule

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

Name of the Firm : _____

Bid Reference No: _____

Tender Enquiry No: _____

Tender enquiry No.	Name of the Item	UNIT PRICE							Total Price / Unit	No. of Units	Total Price (Inclusive of All duties and taxes)
		Ex-factory, Ex Ware house, Ex-Show Room, Off the Shelf	Sales and Income Tax	Other Levies and Duties (if any)	Packaging	Transportation Costs incidental to delivery	Other Incidental Costs as defined in the Schedule of Requirement	Additional Discount / Free of Cost (FOC) medicines offered (if any)			
		A	B	C	D	E	F	G	H	J	K
									H=A+B+C+D+E+F+G		K = H*J
Total Price in Figures (Inclusive of all taxes /duties / FOC etc.)											
Total Price in words (Inclusive of all taxes / duties /FOC etc.)											

NOTE:

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

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

Stamp & Signature of Bidder _____

8.11. Bid Security Form

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

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

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

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

_____

[Signature of the bank]

8.12. 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.

   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 as per given delivery schedule and Part Payment is allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply as per schedule mentioned in schedule of requirement within due time.

8.13 DETAILS OF EXPERIENCE OF THE QUOTED PRODUCT FOR LAST TWO YEARS

(DRUG/MEDICINE FOR LOCAL MANUFACTURERS AND SOLE AGENTS)

Sr. No.	Name of Item	Name of Institution	Qty on Purchase order	Financial Year
1.				
2.				
3.				
4.				