



BIDDING DOCUMENT

**Bulk Purchase
(Drugs/Medicines)
2020-21**

**Health Welfare Committee
Pakistan Bait-ul-Maal
Anjuman Behboodi-e-Marizan
LAHORE GENERAL HOSPITAL
LAHORE**

HEALTH WELFARE COMMITTEE
PAKISTAN BAIT-UL-MAAL
ANJUMAN BEHBOODI-E-MARIZAN
LAHORE GENERAL HOSPITAL LAHORE

INVITATION FOR BIDS
PROCUREMENT OF DRUGS / MEDICINES

Health Welfare Committee, PBM, ABM Lahore General Hospital Lahore invites sealed bids/tenders from Manufacturers and Importers/Sole Agents of Foreign Principals/ authorized distributors (by the manufacturers) for the Procurement of Drugs/Medicines for the Year **2020-21** on free delivery to Health Welfare Committee, Lahore General Hospital, Lahore.

1. Interested bidders may get the bidding documents from Health Welfare Committee, Lahore General Hospital, Lahore on submission of written application along with payment of non-refundable fee of **Rs.1,000/-** (one thousand only). Bidding documents shall be issued during office hours till the date of submission of the tender.
2. **Single Stage – two envelope procedure, as per Rule 38 (2) (a) of PPRA Rules 2014, shall be applied.**
3. Sealed bids for drugs/medicines are required to be dropped in tender box by the interested bidders in the office of the Medical Superintendent by **04-10-2020 till 10:30 am**. The bids shall be opened in the undersigned office on the same day at 11:00 am in the presence of the bidders who choose to be there or their authorized representatives.
4. The Procuring Agency reserves the rights to accept or reject any or all bids without assigning any reason.

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

Convehor,
 Health Welfare Committee,
 Lahore General Hospital,
 Lahore.
 [Phone No. 042-99264091-98]
 E.mail;hwc_lgh@yahoo.com

NOTE:

Interested eligible bidders may get the Technical Specifications of all the items from the office of the Medical Social Welfare Lahore General Hospital, Lahore on submission of written application along with payment of non-refundable fee of Rs.1000/- (one thousand only) during office hours. List & Technical Specifications of the Items are for the information only.

INSTRUCTIONS TO BIDDERS

- 1. Source of Funds:** Health Welfare Committee, ABM, PBM of Lahore General Hospital, Lahore allocated funds for purchase of medicines which will be utilized by the Health Welfare Committee, PBM, ABM Lahore General Hospital, Lahore for bulk purchase of medicine during the financial year **2020-21**. Health Welfare Committee, ABM, PBM Lahore General Hospital, Lahore intends to conclude the Contract for purchase supply of Drugs / Medicines on Free Delivery.
- 2. Eligible bidders:** This Invitation for Bids is opened to all Original Manufacturers/ Authorized Distributor (by the manufacturer) and in case of imported goods, their Sole Agents / Importer in Pakistan, for supply of Drugs / Medicines on Free Delivery to Consignee's end basis. The importer / sole agent must possess a valid authorization from the Foreign Principal / Manufacturer and drugs sale license issued by the competent authority in Pakistan and in case of manufacturer they should have a documentary proof of valid drug manufacturing license. The bidder shall also have to submit a copy of registration certificate and Memorandum of Association / Partnership deed registered with the Registrar of Companies in Pakistan. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
- 3. Eligible Goods and Services:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term "**Goods**" includes any Goods that are the subject of this Invitation for Bids and the term "**Services**" shall includes related services such as transportation, insurance etc. The "**origin**" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.
- 4. Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

THE BIDDING PROCEDURE

- 1. Single Stage – Two Envelopes Bidding Procedure as per rule 38 (2)(a) of PPRA Rules 2014 shall be applied:**
 - i.** The bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;
 - ii.** The envelopes shall be sealed & marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion;
 - iii.** Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
 - iv.** Documents provided with technical proposal must be numbered including tender fee receipt and must be compiled in ring binding / tape binding form.
 - v.** The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened;
 - vi.** **In case where the bidder wants to quote more than one item financial proposal should be enveloped in "FINANCIAL PROPOSAL" envelop.**
 - vii.** The Procuring Agency shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
 - viii.** During the technical evaluation, no amendments in the technical proposal shall be permitted;
 - ix.** The Financial Proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance;

- x. After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
- xi. The bid found to be the **lowest financially evaluated** bid shall be accepted.

THE BIDDING DOCUMENTS

1. Content of Bidding Documents

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

- a. Instructions to bidders;
- b. General Conditions of Contract;
- c. Special Conditions of Contract;
- d. Mandatory terms & conditions of contract & bid evaluation criteria.
- e. Schedule of Requirements;
- f. Technical Specifications;
- g. Contract Form;
- h. Manufacturer's Authorization Form;
- i. Performance Guarantee Form;
- j. Bid Form; and
- k. Pattern for Financial Quotation

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

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

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

2. Clarification of Bidding Documents: A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency's address, indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives no later than seven (7) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

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

GENERAL CONDITIONS OF CONTRACT

1. Definitions:

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

- a. "**The Acceptance of Rate**" is a contract for the supply of stores at specified rates during the period covered by the contract. The Contract may be concluded with one or more contractors.
- b. "**The Price**" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

- c. **"The Goods"** means drug/ medicines which the Supplier is required to supply to the Procuring Agency under the Contract.
- d. **"The Services"** means those services ancillary to the supply of goods, such as printing of special instructions on the label and packing, design, logo, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
- e. **"The Procuring Agency"** means Health Welfare Committee, PBM, ABM Lahore General Hospital under the administrative control of Convenor,.
- f. **"The Supplier"** means the individual or firm supplying the goods under this Contract.

2. Application:

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

3. Country of Origin:

All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For the purposes of this clause, "origin" means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.

4. Standards:

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

5. Use of Contract Documents and Information

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

6. Patent Rights:

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

7. Labeling and Packing of the medicines:

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

- i. 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.
- ii. The Procuring Agency reserves the right to inspect, test and, where necessary, reject the goods and the same shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative.
- iii. The inspection committee constituted by the Consignee shall inspect the quantity, specifications of goods.

- iv. The supplier will be responsible for supplying free of cost fresh stock under same terms & conditions, if the stock is not found to be of the same specifications as required in the Invitation of Bids / Substandard / Spurious / Misbranded / Expired / Any item having valid objection by end user. Moreover, the stock will be dealt as per LAW/instruction from the competent authority.
- v. The supplier will supply the stock equal to the unconsumed near expiry stock without further charges. The near expiry stock will not be returned to the supplier. The supplier will be informed six months before about the expiry date of the item and he is bound to supply free of cost fresh stock of the same item/ or stock of any other item needed by HWC of same supplier and of same price equal to the short expiry medicine before 3 months of the expiry date.
- vi. Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Chemical and physical examination of medicines

All the drugs shall be acceptable subject to chemical and physical examination. The inspection committee constituted by the consignee shall carry out the physical examination after receipt of supplies. If the medicines supplied are found, during physical examination/inspection, to be against the required specifications or approved samples, etc. even if it is of standard quality, the procuring agency may reject the medicines and the stock will be disposed off as per rules.

10. Delivery and Documents:

The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods in specified time mentioned in supply order. Failure to supply stock with in stipulated period (30 days from the date of issuance of supply orders), late delivery charges of 2% per month (or 0.067% per day) of the total value of supply orders will be charged after the deadline mentioned in supply orders. After this, failure to supply stock may lead to breach of contract and hospital shall be entitled to make arrangement at bidder's risk & cost and may cancel the award of contract.

11. Insurance:

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

12. Transportation:

The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.

13. Incidental Services:

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

14. Supplies/Warranty:

The supplies will be governed by the Drug Act 1976 and rules framed there under.

The Drugs / Medicines shall be accompanied by the necessary warranty on Form 2-A in accordance with the provision of the Drugs Act, 1976 and rules framed there under. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty and must be provided at the time of delivery of drug.

15. Payment:

The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak. Rupees.

16. Prices:

Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

17. Contract Amendments:

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

18. Subcontracts:

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

19. Delays in the Supplier's Performance:

Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). The Procuring Agency 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 Procuring Agency. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

20. Penalties/liquidated Damages: In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract. In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm.

21. Termination for Default:

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

22. Force Majeure

Notwithstanding the provisions of general conditions of contract the Supplier shall not be for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid

evidence of such condition and the cause thereof. The Health Welfare Committee, ABM, PBM of Lahore General Hospital, constituted for Redressing of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

23. Termination for Insolvency

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

24. Arbitration and Resolution of Disputes:

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. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Principal PGMI/Lahore General Hospital or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties

25. Governing Language:

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

26. Applicable Law:

This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

27. Notices

- 1 Any Notice given by one party to the other pursuant to this contract shall be sent to the other party in writing and confirmed to other party's address specified in Special Conditions of Contract.
- 2 A notice shall be effective when delivered or on the notice's effective date, whichever is later

SPECIAL CONDITIONS OF CONTRACT

1. Definitions

- i. The **Procuring Agency:** is Health Welfare Committee, Lahore General Hospital working under the Administrative Control of Convenor.
- ii. The **Supplier:** is the individual or firm supplying the goods under this contract.

2. Country of Origin

All goods and related services to be supplied under the contract must be from that origin / country as indicated under general conditions of the contract.

3. Bid Security

Bid security 2% of the Quoted items/- will be attached with the technical bid.

4. Performance Guaranty/ Security

After the award of contract, bid security submitted by the successful bidder will be considered as performance guarantee.

5. Inspection and Tests

Inspection and tests of drugs / medicine at final acceptance shall be in accordance with the conditions of contract. After delivery at Health Welfare Committee, Lahore General Hospital warehouse the goods shall be inspected /examined by the Inspection Committee, to physically check the goods in accordance with the approved sample and terms / conditions of the Contract. The Committee shall submit its inspection report to Procuring Agency along with invoice / bills / delivery challan. In case of any deficiency, pointed out by the Inspection Committee in the delivered goods, the Supplier shall be bound to rectify it free of cost. The bidder is bound to submit the quality assurance certificate and undertaking about the quality of drugs/medicines supplied to HWC.

6. Delivery and documents:

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

- (i) Original Delivery Note / Challan (in triplicate) showing name of destination to which delivery is to be made, item's description, batch No(s), Registration No, manufacturing and expiry date and quantity in words and figures.
- (ii) Original Supplier's invoices (in triplicate) showing warranty, name of Procuring Agency, item's description, Batch No, Registration No, manufacturing and expiry date, quantity, per unit cost, and total amount.
- (iii) Original Sales Tax Invoices (where applicable) in triplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST.

7. Provision of free of cost fresh supply equal to unconsumed stock of short expired items:

Before six months of expiry date of goods, the company will be informed to provide free of cost fresh supply equal to the unconsumed stock of short expired items. If the company will fail to provide free of cost fresh supply equal to the unconsumed stock of expired items, the expired stock will be destructed by destruction committee in presence of supplier and the deduction of the amount of expired items will be made by the Accounts department from their bills/ deposited performance guarantee. A part of the performance, security may be held by the hospital till the consumption of the stock. Otherwise, after receiving free of cost fresh stock, the expire stock will be destructed in presence of disposal committee and no deduction will be made from bill.

8. Insurance

The goods supplied under the Contract shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility therefore, they may arrange appropriate coverage.

9. Incidental Services

The following incidental services shall be provided and the cost of which should include in the total bid price.

- a. The bidder shall supply drugs/medicines as per Govt. requirement (in green packing; not applicable for imported items) along with complete literature (Leaflet) and defaced as; -
- c. The rules for labeling and packing shall be followed as per "The Drugs (Labeling and Packing) Rules, 1986", framed under the Drugs Act, 1976. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed / written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip / Blister, Tubes etc.

Besides the name and principal place of business of the Manufacturer, the drug manufacturing license No., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely, name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in **aluminium** strip / blister pack. Expiry date must be printed on each **aluminium** strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps. In case of non fulfillment of these requirements the supply shall not be accepted.

- d. The supplier shall pay a penalty equal to 1% of the total value of the medicines per percentage point of the short fall in the prescribed shelf life **which is 85% for the locally manufactured and 75% for the imported medicines**. No drug shall be accepted having expiry date of original shelf life less than 80% of locally manufactured and 70% of imported medicines.

"Provided the shelf life up to 70% shall be acceptable without penalty and 60% with penalty in case of vaccines and other biotechnical products."

10. Bill Warranty:

The drugs/medicines shall be accompanied by the necessary bill warranty on Form 2-A in accordance with the provision of the Drugs Act, 1976 / rules framed there under.

11. Payment

- A. The Payment shall be in Pak Rupees.
- B. The payment shall be made to the Supplier on receipt of original delivery challan(s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, along with a certificate of test / analysis report to the effect that the supplies conform to specifications. (For medicine)
- C. The laboratory test / analysis charges of sample either against the tender or bulk supplies shall be borne by the Supplier.

12. Penalties/ Liquidated Damages

- a. In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the bid security will be forfeited and the firm shall be blacklisted minimum for a period of two years if the firm fails to supply the whole installments. Onus of proof of innocence shall be on the supplier.
- b. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 2% per month or 0.067% per day**, of the cost of late delivered supply shall be imposed upon the Supplier.

13. Quotations in Financial Proposal:

The financial offer should only have offered prices. In case where the bidder wants to quote more than one item financial proposal of each item should be enveloped separately mentioning item name clearly and all such proposals should be enveloped in "FINANCIAL PROPOSAL" envelop

14. Submission of Affidavit

The bidder shall submit an affidavit on that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.

15. End User Recommendations/Sample Evaluation:

Sealed samples of all medicinal items quoted must be submitted in the office of the concerned store for evaluation after the opening of tender

16. Price reasonability Certificate:

The bidders will furnish an affidavit with their "Financial Proposal" addressing Convenor, and stating;

"It is certified that the prices quoted against Tender (year) are not more than the prices charged from any other purchase organization in the country and in case of any discrepancy, the bidder hereby under takes to refund the price charged in excess."

17. Arbitration and Resolution of Disputes:

In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Principal PGMI/Lahore General Hospital or his nominee shall act as sole *ARBITRATOR*. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

18. Governing Language:

The language of this Contract shall be in English.

19. Applicable Law:

This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

20. Notices

Supplier's address for notice purpose

Procuring Agency's address for notice purposes shall be the;

**Convenor,,
Health Welfare Committee,
Lahore General Hospital**

E.mail:hwc_lgh@yahoo.com

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

MANDATORY TERMS & CONDITIONS AND BID EVALUATION

CRITERIA

1. Mandatory Terms & Conditions:

D. CHECK LIST

E.

| Sr. No. | Parameters | Compliance Status (Yes / No) |
|----------------|--|-------------------------------------|
| 1. | Original Bid Receipt | |
| 2. | Copy of Bidders Computerized National Identity Card. | |
| 3. | Indicate the number, date & name of issuing authority of Pay Order / Deposit at Call from any scheduled bank in the technical proposal. | |
| 4. | National tax number.(attached attested copy) | |
| 5. | Bid Security. Bid Security is 2% of estimated cost in the shape of Pay Order/Bank Draft/Deposit at Call from any scheduled bank. The original CDR must be attached with technical proposal | |

| | | |
|----|---|--|
| 6. | Undertaking Regarding PriceReasonabilityCertificate | |
| 7. | All bids should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory. | |

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

If any of the following mandatory terms & conditions will not be fulfilled then procuring agency reserves the right to reject the bid.

1. Original Tender Receipt of Rs.1000/-
2. Valid Drug Sale License , OR Valid Authority Certificate in case of Sole Agent/ Valid license by the way of wholesale for distributor, OR Valid Manufacturing License
3. Bid Security in the form of CDR/Bank Draft / Banker's Cheque / Pay Order/ Cashier's Cheque must be in technical proposal.
4. Items quoted should be according to tender enquiry's specifications. In this case at any time whenever the quotation is found not as per required specification the bid may be rejected.
5. Past performance with Health Welfare Committee, Lahore General Hospital should be satisfactory; if applicable.
6. Drug registration with MOH (in case of registered items)
7. Sealed samples of all medicinal items quoted must be submitted with technical proposal for the sample evaluation.

2. BID EVALUATION CRITERIA OF THE HEALTH DEPARTMENT FOR THE PROCUREMENT OF DRUGS/MEDICINES ETC.

i. COMPULSORY PARAMETERS:

| Parameters | Documents required |
|---|--|
| Drug Manufacturing / Sale License | <ul style="list-style-type: none"> ➤ Valid Drug Manufacturing License issued by DRAP (Formerly known as MOH) for manufacturers. ➤ Valid Drug sale License for importers. |
| Drug Registration Certificate (DRC) | Valid Drug Registration Certificate issued by DRAP (Formerly Known as MOH). |
| Bio-Equivalence Study Report* | Report of labs notified by DRAP*/WHO Audited labs shall be acceptable. This parameter shall be applicable from the next Financial Year i.e. 2020-21 |
| Undertaking regarding Non Declaration of Spurious/Adulterated batch by DTLs of the Punjab/any Competent Lab of quoted item within last one year. | Undertaking on Judicial Papers. |
| Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per Labeling and Packing Rules 1986 shall be considered for evaluation. | Samples of quoted item. |
| Good Manufacturing Practices (GMP) Certificate. ISO / WHO Certification | Valid Good Manufacturing Practices (GMP) Certificate issued by the Drug Regulatory Authority Pakistan (DRAP). |

ii. ORDINARY PARAMETERS:

| Sr. No. | Parameters | Detail | Total Marks | Remarks | | | | | | | | | | | | | | | |
|---------|---|--|-------------|---|----|-----|---|----|------|---|----|-----|-----------|----|----|---|----|----|---|
| 1 | Past Performance of the bidder)Last two years) as per Form 4 | Major institutions served, Past performance, contract execution: <table><tr><td>i.</td><td>1</td><td>2</td></tr><tr><td>ii.</td><td>2 to 3</td><td>4</td></tr><tr><td>iii.</td><td>4 to 5</td><td>6</td></tr><tr><td>iv.</td><td>6 to 7</td><td>8</td></tr><tr><td>v.</td><td>8 & above</td><td>10</td></tr></table> | i. | 1 | 2 | ii. | 2 to 3 | 4 | iii. | 4 to 5 | 6 | iv. | 6 to 7 | 8 | v. | 8 & above | 10 | 10 | The claim requires documentation (Purchase Orders, Receipt Certificates & Delivery Challans etc.) from the concerned institution. |
| i. | 1 | 2 | | | | | | | | | | | | | | | | | |
| ii. | 2 to 3 | 4 | | | | | | | | | | | | | | | | | |
| iii. | 4 to 5 | 6 | | | | | | | | | | | | | | | | | |
| iv. | 6 to 7 | 8 | | | | | | | | | | | | | | | | | |
| v. | 8 & above | 10 | | | | | | | | | | | | | | | | | |
| 2 | Market experience of quoted product. | <table><tr><td>i.</td><td>Market Availability of quoted item in leading Chain stores & pharmacies for last 02 years</td><td>07</td></tr><tr><td>ii.</td><td>1-2 years</td><td>03</td></tr><tr><td>iii.</td><td>3-4 years</td><td>05</td></tr><tr><td>iv.</td><td>5-6 years</td><td>08</td></tr></table> | i. | Market Availability of quoted item in leading Chain stores & pharmacies for last 02 years | 07 | ii. | 1-2 years | 03 | iii. | 3-4 years | 05 | iv. | 5-6 years | 08 | 15 | The market experience will not go beyond the date of registration. The market availability in leading pharmacies of quoted item will be calculated from the date of commercial invoice. For parameter (ii) to (iv) the product having less than 1 year experience is ineligible and market availability of quoted item relates to availability in open market other than Pharmacies & leading chain stores. Experience will be confirmed from the date of Registration. | | | |
| i. | Market Availability of quoted item in leading Chain stores & pharmacies for last 02 years | 07 | | | | | | | | | | | | | | | | | |
| ii. | 1-2 years | 03 | | | | | | | | | | | | | | | | | |
| iii. | 3-4 years | 05 | | | | | | | | | | | | | | | | | |
| iv. | 5-6 years | 08 | | | | | | | | | | | | | | | | | |
| 3 | Credibility & Certification of Manufacturer | <table><tr><td>i.</td><td>Valid ISO certification</td><td>05</td></tr><tr><td>ii.</td><td>Any other international reputed certification</td><td>03</td></tr><tr><td>iii.</td><td>Pre-qualification with Govt./semi Govt. & Autonomous Institutions other than Health Department.</td><td>02</td></tr><tr><td>iv.</td><td></td><td></td></tr></table> | i. | Valid ISO certification | 05 | ii. | Any other international reputed certification | 03 | iii. | Pre-qualification with Govt./semi Govt. & Autonomous Institutions other than Health Department. | 02 | iv. | | | 10 | Valid copies of certificates/ letters required. | | | |
| i. | Valid ISO certification | 05 | | | | | | | | | | | | | | | | | |
| ii. | Any other international reputed certification | 03 | | | | | | | | | | | | | | | | | |
| iii. | Pre-qualification with Govt./semi Govt. & Autonomous Institutions other than Health Department. | 02 | | | | | | | | | | | | | | | | | |
| iv. | | | | | | | | | | | | | | | | | | | |
| 4 | Financial status of Bidders | <table><tr><td>i.</td><td>Last year Audited Balance sheet</td><td>3</td></tr><tr><td>ii.</td><td>Tax Returns (Last 3 years)</td><td>2</td></tr></table> | i. | Last year Audited Balance sheet | 3 | ii. | Tax Returns (Last 3 years) | 2 | 05 | Bank statements are not required. Bidder can provide more than one bank certificates. | | | | | | | | | |
| i. | Last year Audited Balance sheet | 3 | | | | | | | | | | | | | | | | | |
| ii. | Tax Returns (Last 3 years) | 2 | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|--|---|---|---|----------------------|----|--------------------------|-----------------------|----------------------|--|-----|-----------------------------------|-------------------------|---|----|--|----------------------|----|---|---------------------------|-------------------------|---|----|---|
| 5 | Technical staff of manufacturer | <table><tr><td>i</td><td>Plant Manager</td><td>B. Pharm PhD/M. Phil</td><td>2</td></tr><tr><td>ii</td><td>Production Pharmacist</td><td>B. Pharm PhD/M. Phil</td><td>2</td></tr><tr><td>iii</td><td>Quality Control Manager + Analyst</td><td>B. Pharm /MSC Chemistry</td><td>2</td></tr><tr><td>iv</td><td>In process quality assurance inspector</td><td>B. Pharm PhD/M. Phil</td><td>2</td></tr><tr><td>v</td><td>Quality assurance manager</td><td>B. Pharm /MSC Chemistry</td><td>2</td></tr></table> | i | Plant Manager | B. Pharm PhD/M. Phil | 2 | ii | Production Pharmacist | B. Pharm PhD/M. Phil | 2 | iii | Quality Control Manager + Analyst | B. Pharm /MSC Chemistry | 2 | iv | In process quality assurance inspector | B. Pharm PhD/M. Phil | 2 | v | Quality assurance manager | B. Pharm /MSC Chemistry | 2 | 10 | The bidder is required to attach attested copy of the relevant degree and appointment letter of concerned technical staff. Attach firm's payroll for the last year. Further last year's pay roll of the firm was required to ensure enrolment of staff. |
| i | Plant Manager | B. Pharm PhD/M. Phil | 2 | | | | | | | | | | | | | | | | | | | | | |
| ii | Production Pharmacist | B. Pharm PhD/M. Phil | 2 | | | | | | | | | | | | | | | | | | | | | |
| iii | Quality Control Manager + Analyst | B. Pharm /MSC Chemistry | 2 | | | | | | | | | | | | | | | | | | | | | |
| iv | In process quality assurance inspector | B. Pharm PhD/M. Phil | 2 | | | | | | | | | | | | | | | | | | | | | |
| v | Quality assurance manager | B. Pharm /MSC Chemistry | 2 | | | | | | | | | | | | | | | | | | | | | |
| 6 | Production Capacity of the Manufacturer | <p>Per day production capacity of quoted items against the total advertised quantity.</p> <table><tr><td>i</td><td>Less than 1%</td><td>0</td></tr><tr><td>ii</td><td>1%</td><td>3</td></tr><tr><td>iii</td><td>1.1% - 1.5%</td><td>4</td></tr><tr><td>iv</td><td>1.6% - 2%</td><td>5</td></tr><tr><td>v</td><td>At least 05 number of batches of quoted item produced during last 12 months by the manufacturer.</td><td>3</td></tr><tr><td>vi</td><td>At least 10 number of batches of quoted item produced</td><td>5</td></tr></table> | i | Less than 1% | 0 | ii | 1% | 3 | iii | 1.1% - 1.5% | 4 | iv | 1.6% - 2% | 5 | v | At least 05 number of batches of quoted item produced during last 12 months by the manufacturer. | 3 | vi | At least 10 number of batches of quoted item produced | 5 | 10 | Importer to provide production capacity of the principal/manufacturer. Manufacturer will submit a certificate in this regard. | | |
| i | Less than 1% | 0 | | | | | | | | | | | | | | | | | | | | | | |
| ii | 1% | 3 | | | | | | | | | | | | | | | | | | | | | | |
| iii | 1.1% - 1.5% | 4 | | | | | | | | | | | | | | | | | | | | | | |
| iv | 1.6% - 2% | 5 | | | | | | | | | | | | | | | | | | | | | | |
| v | At least 05 number of batches of quoted item produced during last 12 months by the manufacturer. | 3 | | | | | | | | | | | | | | | | | | | | | | |
| vi | At least 10 number of batches of quoted item produced | 5 | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Batch history for last three years. | <table><tr><td>1</td><td>No batch failed during last three year of the quoted item</td><td>5</td></tr><tr><td>2</td><td>Batch failed during last</td><td>3</td></tr></table> | 1 | No batch failed during last three year of the quoted item | 5 | 2 | Batch failed during last | 3 | 05 | The test analysis report of any statutory lab of Pakistan & Quality Control Board data will be considered. | | | | | | | | | | | | | | |
| 1 | No batch failed during last three year of the quoted item | 5 | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Batch failed during last | 3 | | | | | | | | | | | | | | | | | | | | | | |

Qualifying Marks 65%.

PREPARATION OF BIDS

- 1. Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 2. Documents comprising of the Bid:** The bid shall comprise the following components:
 - (a)** Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal);

- (b) Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
 - (c) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents; and
 - (d) Bid Security, if any furnished in accordance with instruction to bidders.
- 3. Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their strength, packing, quantity, and prices.
- 4. Bid Prices:**
- i. The bidder shall indicate on the appropriate Price Schedule the unit prices of the goods, it proposes to supply under the Contract.
 - ii. Form of price Schedule is to be filled in very carefully typed. Every page is to be signed and stamped at the bottom. Any erasing/cutting may lead to the cancellation of the bid.
 - iii. The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.
 - iv. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
 - v. **Prices offered should be for the year. However it is extendable for three months.**
 - vi. The participating firms which quote the pioneer research brands of medicine/drug will only require submitting letter of declaration regarding pioneer research brand instead of the Bio-equivalence /Bio-similarity studies.
- Note:** Regarding Bio-equivalence /Bio-similarity studies if any revised instructions are issued or the Conditions of Bio-equivalence /Bio-similarity study relaxed /waved off partially or totally by the Health Department, Govt. of Punjab before announcement of bid evaluation report, which will be applicable.
- vii. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- 5. Bid currencies:** Prices shall be quoted in Pak Rupees.
- 6. Documents Establishing bidder's Eligibility and Qualification**
- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
 - ii. The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under instruction to the bidders
 - iii. The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
 - (a) The Sole Agent / Importer/authorized distributors shall have to produce letter of authorization from Manufacturer (Foreign Principal) and in case of Manufacturer, documentary proof including drug manufacturing license / registration certificate, to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.

- (b) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
- (c) The bidder should have minimum experience as mentioned in the evaluation criteria (printed ahead). Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability as mentioned in the evaluation criteria (printed ahead). Documentary proof shall have to be provided in this regard by the bidder/ manufacturer.
- (d) The bidder is required to provide with the Technical Proposal, the name and the specification of item(s) for which they have quoted their rates in the Financial Proposals.
- (e) The bidder must indicate the registration number, make of country of origin / Manufacturer of the drugs, capacity of production of the firm, its financial status, batch capacity, necessary assurance of quality production, GMP / CGMP / ISO / WHO certificate as mentioned in the evaluation criteria (printed ahead), and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants.
- (f) The bidder shall provide a list of plant, major machinery and equipment installed in the factory. In case of imported Drugs / Medicines, the profile / credentials of the foreign Manufacturer in the respective foreign country, shall be provided along with bid.

7. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:

- i. The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.
- ii. The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered which a certificate of origin issued by the Manufacturer shall confirm.

8. i. Bid Security:

Bid security 2% of the Quoted items, which must be in the technical bid envelope be deposited in form of Bank Draft / CDR/ Banker's Cheque / Pay Order/ Cashier's Cheque in the name of Convenor, Health Welfare Committee, Lahore General Hospital Lahore.

9. Bid Validity

- i. Bids shall remain valid for the period of **Six (06) Months** after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii. Bidders who:-
 - (a) Agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (earnest money).

10. Format and Signing of Bid:

The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or

persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

SUBMISSION OF BIDS

1. Sealing and Marking of Bids

- i. The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion. The inner and outer envelopes shall be sealed and:
 - a. be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
 - b. Bear the name and number indicated in the Invitation for Bids.
- ii. The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.
- iii. If the outer as well as inner envelopes are not sealed or not marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening and shall be rejected forth with.
- iv. Submission of samples for samples evaluation.

2. Deadline for Submission of Bids:

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

3. Late Bid:

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

4. Withdrawal of Bids:

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

OPENING AND EVALUATION OF BIDS

1. Opening of Bids

- i. The Procuring Agency shall initially open only the envelope marked “**TECHNICAL PROPOSAL**” in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders’ representatives who are present shall sign the Attendance Sheet as evidence for their presence. However, the sealed envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of Procuring Agency without being opened and till completion of the technical evaluation process.
- ii. The bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid

Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

iii. The Procuring Agency shall prepare minutes of the bids opening (technical and financial).

2. Clarification of Bids:

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

3. Preliminary Examination

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

ii. In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

iv. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Law, Drugs Act, Taxes & Duties and GMP practices shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

4. Evaluation & Comparison of Bids

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

ii. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, previous test reports, inspection of plant/ factory / premises (if found necessary), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders.

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

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

5. Evaluation Criteria:

i. Names of all the items quoted in tender along with their specifications should be attached with technical proposal without the prices for technical evaluation of the products.

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

ii. The production capacity data of respective medicine must be provided along with the bid which may be counterchecked during the physical inspection of the premises (if found necessary).

iii. The list of technical staff along with their relative experience and certificate of credentials must be provided along with the bid.

iv. Financial status of the firm would be derived from the transactions of bank statement and Balance Sheet.

v. 100% complete information according to the bid evaluation criteria provided by the firm will get maximum marks.

THE INFORMATION PROVIDED BY THE FIRM SHOULD BE RELEVANT, CONCISE AND TO THE POINT AS PER BID EVALUATION CRITERIA, UN NECESSARY DOCUMENTATION WILL HAVE A NEGATIVE IMPACT.

vi. After technical evaluation is completed, the Procuring Agency shall publish the Bid evaluation report on the notice board of the hospital or on the official website of the hospital or on the website of PPRA and inform the bidders who have submitted proposals the technical scores obtained by their technical proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark or were considered non-responsive, that their financial proposals shall be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals. Bidders' attendance at the opening of financial proposals is optional.

vii. Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to attend. The financial proposal of the bidders who met the minimum qualifying marks shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded.

6. Contacting the Procuring Agency:

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

7. Qualification & disqualification of bidders:

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

8. Rejection of Bids:

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

9. Re-Bidding:

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

10. Announcement of Evaluation Report:

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

AWARD OF CONTRACT**11. Acceptance of Bid and Award criteria**

The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.

12. Procuring Agency's right to vary quantities in case of emergency

The Procuring Agency reserves the right to order the quantity required for use in the hospital which the firm will be bound to supply as per terms and conditions mentioned in the supply order.

13. Limitations on negotiations

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

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

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

II. Negotiations shall not be used to:

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

14. Notification of Award

- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing that its bid has been accepted.
- ii. The notification of award shall constitute the formation of the Contract.

15. Supply Order: -

- i. Procuring Agency shall issue Supply Order from time to time with a stipulated period of delivery. If the successful bidder fails to comply with the supply order then the firm may be blacklisted minimum for two years and the performance guarantee be forfeited. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.
- 16. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the performance guarantee, in which event the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.
- 17. **Corrupt or Fraudulent Practices**
 - a. The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:
 - II. **"corrupt practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and
 - III. **"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
 - b. Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
 - c. Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract; obligation of proof will be on the firm.

MANUFACTURER'S AUTHORIZATION FORMTo: *[name of Purchaser]*

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 Supplier/ Agent]* to submit a bid, and subsequently negotiate for the goods manufactured by us. We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of 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.

PATTERN FOR FINANCIAL QUOTATION

Name of bidder _____

No. _____

| TENDER NO. | ITEM | BRAND NAME WITH SPECIFICATON | PACK SIZE | RETAIL PRICE/UNIT | TRADE PRICE/UNIT | OFFERED PRICE/UNIT |
|------------|------|------------------------------|-----------|-------------------|------------------|--------------------|
| | | | | | | |

Sign and Stamp of bidder _____

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

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**SCHEDULE OF REQUIREMENT
FOR DRUGS/MEDICINES**

The supplies shall be delivered within delivery date w.e.f. the next date after date of issue of Purchase Order (without penalty), and with prescribed penalty, as per following schedule of requirements:-

| | |
|------------------------|---|
| WITHOUT PENALTY | Date mentioned in supply order. |
| WITH PENALTY | In case the contractor / supplier firm fails to adhere the delivery schedule then, the firm provides genuine reasons for delay in the supplies and it will be the discretion of the competent authority to accept the supplies. However, this acceptance will be subject to the imposition of the L.D. Charges at the uniform rate of 2% per month or the part thereof. |

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CERTIFICATE (Medicine)

1. We hereby confirm to have read carefully all the terms and condition of the tender enquiry no. 366/HWC/LGH dated 12-09-2020 due for opening on **04-10-2020 at 10:30 a.m.**
2. We agree to abide by all these instructions and conditions.
3. We also hereby categorically confirm that the stores offered by us are of the particulars and specifications as laid down in your tender enquiry.
4. We accept that if required earnest money is not furnished or any offer is found lacking in any of the requirements of your tender enquiry the offer may be ignored.
5. We hereby confirm to the delivery period mentioned in supply orders which would be the essence of the contract and which will be strictly adhered to by us.
6. In case of failure, we agree unconditionally to accept the recovery of the liquated damages on belated supplies.
7. Certified that the prices charged/quoted against current tender of LGH are not more than the prices charged from any other purchasing agency in the period of this financial year.
8. In case of any discrepancy the firm hereby undertakes to refund the prices charged in excess as and when asked to do so.
9. Certified that the offer is in accordance with the instructions to the bidder as per PPRA, 2014, given along with the tender enquiry.

Name of Bidder: _____

Signature: _____

Postal Address: _____

Telephone #: _____

NIC No. _____

National Tax Number: _____

Sales Tax Number: _____

Please attach the following;

- 1- Computerized CNIC
- 2- Income Tax Certificate
- 3- Sales Tax Certificate

Ngv