



BIDDING DOCUMENT

{Purchase of Ortho/Neuro Implants}

**(Bulk Purchase)
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 ORTHO/NEURO IMPLANTS ON DAY TO DAY BASIS

Health welfare committee, PBM, ABM Lahore General Hospital Lahore invites sealed bids/tenders from Manufacturers and Importers/Sole Agents of Foreign Principals or authorized Distributors/agents for the Procurement of Ortho/ Neuro Implants on day to day basis 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 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 on the same day at 11:00 am in the presence of the participated bidders or their authorized representatives in the office of the undersigned.
4. The Procuring Agency reserves the rights to accept or reject any or all bids without assigning any reason.
5. The detail terms and conditions may be seen in the Bidding Document.

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


Convenor,
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 Signed Technical Specifications of all the items from the office of the Medical Social Officer Health welfare committee Lahore General Hospital, Lahore on submission of written application along with the payment of non-refundable fee of Rs.1000/- (one thousand only) during office hours.

INSTRUCTIONS TO BIDDERS

1. **Source of Funds:** Health welfare committee, ABM, PBM Lahore General Hospital, Lahore allocated funds for purchase of implants which will be utilized by the Health welfare committee, PBM, ABM Lahore General Hospital, Lahore on day to day basis during the financial year 2020-21. The items will include Implants on Free Delivery basis to the hospital.
2. **Eligible bidders:** This Invitation for Bids is open to all Manufacturers and Importers/Sole Agents of Foreign Principals or authorized Distributors/agents. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
3. **Eligible Goods and Services:** All goods and related services to be supplied under the contract shall be governed by the Drug Act 1976 and rules framed there under.
4. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

THE BIDDING 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. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened;
 - v. The Procuring Agency shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
 - vi. During the technical evaluation, no amendments in the technical proposal shall be permitted;
 - vii. The Financial Proposals of technically approved bidders shall be opened in the presence of the bidders at a time, date and venue to be announced and communicated to the bidders in advance;
 - viii. The financial proposal of bids found technically non-responsive or non-compliant shall be returned **un-opened** to the respective bidders.
 - ix. 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. Schedule of Requirements;
 - e. Technical Specifications;
 - f. Contract Form;
 - g. Manufacturer's Authorization Form;
 - h. Performance Guaranty Form;
 - i. Bid Form; and

j. Price Schedule

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

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

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

2. Clarification of Bidding Documents: A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency's address, indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

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

PREPARATION OF BIDS

1. Language of Bid: The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

2. Documents Comprising the Bid: The bid shall comprise the following components:

- (a)** 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 discount offered of the goods to be supplied.

4. Bid Prices:

- i. 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.
- ii. The bidder should quote the prices of goods according to the categories 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.

- iii. 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. The bidder will also be responsible to pay any tax levied by the Government during the currency of contract.
 - iv. **Prices offered should be for the year and extendable for three months.**
 - v. 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) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
 - (b) The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (c) The bidder should have minimum **one-year experience in the market.**
 - (d) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
7. **Bid Security**
- With reference to bid security 2% of the Quoted Items, has to be deposited as a CDR in the name of Convenor Health welfare committee Lahore General Hospital Lahore.
- Note.** (a) CDR/ Bank Drafts/ Pay order/ Banker's cheque made within date from the date of advertisement of tender up to tender submission date would be acceptable.
- (b) CDR/ Bank Drafts/ Pay order/ Banker's cheque should be made in account of proprietor/organization.
8. **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
- (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (earnest money).

9. 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".

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

2. NO OFFER SHALL BE CONSIDERED IF: -

- i. Received after the last date and time of the receipt.
- ii. The tender is unsigned.
- iii. Received without earnest money.
- iv. The tender is ambiguous.
- v. It is from a firm, which is black listed or suspended by the Government of the Punjab.
- vi. It is received by telegram
- vii. The offer for store is not conforming to specifications indicated in the tender inquiry
- viii. The firms must quote their offers on the prescribed tender form or on their letter head, according to the serial number of the tender inquiry.
- ix. Tenders should be addressed to the Convenor Health welfare committee Lahore General Hospital, Lahore.
- x. The firms should quote their rates exclusive of all prevailing taxes both in words as well as in figures.(Income Tax GST, or any other tax impose by the Federal, Provincial or Local Government).It will be the responsibility of firm to pay in case of increase of taxes by the government.
- xi. No over writing, cutting, crossing etc, appearing in the offer is acceptable. Moreover all pages of the tender document must also be individually signed.
- xii. All documents should be authenticated/ certified (sealed and signed) by the quoting firm.
- xiii. It is conditional.
- xiv. All above conditions mention and will be observed however the Administration may cancel/modify or re process the tender without any notice and bidder will not have any right to go to any of the court of law.

3. Deadline for Submission of Bids:

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

4. Late Bid:

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

5. Withdrawal of Bids:

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

OPENING AND EVALUATION OF BIDS**1. Opening of Bids**

- i. The Procuring Agency shall 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 evidencing their attendance. However, the envelope marked as "**FINANCIAL PROPOSAL**" if it is sealed shall be retained in the custody of Procuring Agency without being opened and till completion of the 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:

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

3. Preliminary Examination

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

3. Evaluation & Comparison of Bids

- i. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
- ii. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, inspection of premises (if found necessary), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate. 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.

4. Evaluation Criteria:

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

ii. BID EVALUATION CRITERIA: -

S #	Description	Marks	Marks Obtained
1	Establishment of the firm	10	
	Less than 5 years=5 More than 5 years=10		
2	Bank Statement	10	
	Upto 01 million =5 More than 01 million=10		
3	NTN Certificate	10	
4	Tax Return of last year	10	
5	Client List of Public/Private Organizations if any	10	

TOTAL MARKS 50**QUALIFYING MARKS 65%**

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

- i) Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. 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.

5. 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.

6. Qualification & disqualification of bidders:

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

7. Rejection of Bids:

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

8. 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 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.

9. Announcement of Evaluation Report:

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

AWARD OF CONTRACT

1. 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.

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

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

3. Limitations on negotiations

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

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.

4. Notification of Award

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

5. Purchase Order: -

Procuring Agency shall issue Purchase Order from day to day with a stipulated period of delivery. If the successful bidder fails to comply with the supply order then the firm shall be blacklisted minimum for two years and the bid security be forfeited. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

8. Termination of the contract

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

9. Corrupt or Fraudulent Practices

- 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:
 - "corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - "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;
- Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract; onus of proof will be on the firm.

GENERAL CONDITIONS OF CONTRACT

1. Definitions:

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

- "The Rate Contract"** is a contract for the supply of stores at specified rates during the period covered by the contract. No quantities are mentioned in the Rate Contract and the successful bidder is bound to accept any order which may be placed upon him at the rates specified within the period of the contract. The Rate Contract may be concluded with one or more contractors.

- b. **"The Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. **"The Goods"** means drug/ Implants accordance with the Drug Act 1976 and rules framed there under, which the Supplier is required to supply to the Procuring Agency as per supply orders issued from time to time under the Contract.
- d. **"The Services"** means those services ancillary to the supply of goods, such as special instructions on the label transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
- e. **"The Procuring Agency"** means Health welfare committee, ABM, PBM 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. Use of Contract Documents and Information

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

4. Delivery and Documents:

The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods to the respective theater. After delivery of the stock, the original delivery challan shall be submitted in zakat store. The supplier shall be bound to submit invoice of the delivered implants with the verification of specification/quality and quantity by the end user.

5. Insurance:

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

6. Transportation:

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

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

7. Incidental Services:

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

8. Warranty:

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.

9. Payment:

The method and conditions of payment to be made to the Supplier under this Contract will be in Pak Rupees.

10. Prices:

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

11. Contract Amendments:

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

12. Subcontracts:

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

13. 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).

14. 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 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.**15. Termination for Default:**

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

16. Force Majeure;

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

17. 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.

18. Arbitration and Resolution of Disputes:

The Procuring Agency and the Supplier shall make every effort to resolve amicably direct negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Principle/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

19. 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.

20. Applicable Law:

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

21. 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 CONDITION OF CONTRACT**1. Definitions**

- i. The **Procuring Agency:** is Health welfare committee, ABM, PBM 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. Goods

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

3. Bid Security

With reference to Local Purchase of Ortho/Neuro Implants on day to day basis a bid security of Rs. 50000/- will be attached with the bid.

4. Delivery of Goods.

There will a logical time of supply (one day after the demand) given to the contractor in which the contractor will be bound to complete the items demanded by the hospital. If the contractor fails to supply the said demanded item within the logical time of supply the hospital will purchase the same from the open market and the price will be deducted from the said amount. The expenditure so incurred will be deposited by the contractor again to the hospital so that the Bid security amount remains the same i.e. Rs 50000/- (Fifty thousand only). The bidder shall supply Implants as per requirement.

6. Inspection and Tests

In case of any deficiency, pointed out by end user in the delivered goods, the Supplier shall be bound to rectify it free of cost.

7. Delivery and documents:

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

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

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. Warranty:

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

10. Payment

- A. The Payment shall be in Pak Rupees.
- B. The payment shall be made to the Supplier on receipt of original delivery challan(s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee.
- C. The laboratory test / analysis charges of sample either against the tender shall be borne by the Supplier.

11. Penalties

In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. The supplies will be made from the performance guarantee amount deposited by the supplier. No supplies shall be accepted and the 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.

12. 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 Principle/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.

13. Governing Language:

The language of this Contract shall be in English.

14. Applicable Law:

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

15. Submission of Affidavit

The supplier must submit an affidavit on judicial Paper cost Rs.100 stating that the firm is not black listed and also accept all terms and conditions of tender for the year 2020-21.

16 Notices

Supplier's address for notice purpose

**Procuring Agency's address for notice purposes shall be the;
Convenor,
Health welfare committee Lahore General
Hospital, Lahore.**

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

AUTHORIZATION FORMTo: [name of Purchaser]

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

[Signature for and on behalf of Supplier]

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

CERTIFICATE

1. We hereby confirm to have read carefully all the terms and condition of the tender enquiry no: 366 /HWC/LGH dated 12-09-20 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 the required earnest money is not furnished or any offer is found lacking in any of the requirements of your tender enquiry the offer may be ignored.
5. We hereby confirm to the delivery period mentioned in the supply orders which would be the essence of the contract and which will be strictly adhered to by us.
6. In case of failure we agree unconditionally to accept the recovery as per terms & condition of tender enquiry.
7. Certified that the prices to be charged against current tender of LGH will be not more than the prices charged from any other purchasing agency in the period of the contract. In case of any discrepancy, the tenderer hereby undertakes to refund the prices charged in excess as and when asked to do so.

NAME OF THE TENDERER _____

SIGNATURE _____

POSTAL ADDRESS _____

TELEPHONE NO. _____

NIC NUMBER _____

N.T. NUMBER _____

SALES TAX NO. _____

Please attach the following:-

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

