



**SPECIALIZED HEALTHCARE &  
MEDICAL EDUCATION DEPARTMENT  
GOVERNMENT OF THE PUNJAB**

**FY- 2024-25**

**BIDDING DOCUMENT OF DRUGS / MEDICINES,  
SURGICAL DISPOSABLE, MEDICAL DEVICES, CATH LAB,  
MEDICAL GASES, LAB KITS AND CHEMICAL REAGENTS,  
X-RAY/C.T. SCAN/ MRI FILMS, PRINTING, STATIONARY,  
BEDDING CLOTHING, OTHER STORE ITEMS / GENERAL  
STORE ITEMS ETC.**



**Name of the Procuring Agency SFMKBIC  
Corresponding Address- D.G.KHAN**

**BID REFERENCE NO.  
03/SFMKBIC**

# Table of Contents

<b>ADVERTISEMENT.....</b>	<b>5</b>
<b>SECTION-I: INVITATION TO BIDS.....</b>	<b>4</b>
<b>SECTION-II: INSTRUCTIONS TO BIDDERS (ITB).....</b>	<b>6</b>
<b>2.1. INTRODUCTION .....</b>	<b>6</b>
2.1.1 <i>Scope of Bid</i> .....	6
2.1.2 <i>Source of Funds</i> .....	6
2.1.3 <i>Eligible Bidders</i> .....	6
2.1.4. <i>Eligible Goods and Services</i> .....	8
2.1.5. <i>Cost of Bidding</i> .....	8
2.1.6. <i>One person one bid</i> .....	9
<b>2.2. THE BIDDING DOCUMENTS .....</b>	<b>9</b>
2.2.1. <i>Content of Bidding Documents</i> .....	9
2.2.2. <i>Clarification of Bidding Documents</i> .....	10
2.2.3. <i>Amendment of Bidding Documents</i> .....	11
<b>2.3. PREPARATION OF BIDS.....</b>	<b>11</b>
2.3.1. <i>Language of Bid</i> .....	11
2.3.2. <i>Bid Form</i> .....	11
2.3.3. <i>Bid Prices</i> .....	12
2.3.4. <i>Bid Currencies</i> .....	12
2.3.5. <i>Documents Establishing Bidder's Eligibility and Qualification</i> .....	12
2.3.6. <i>Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</i> 12	
2.3.7. <i>Bid Security</i> .....	14
2.3.8. <i>Period of Validity of Bids</i> .....	15
2.3.9. <i>Format and Signing of Bid</i> .....	16
<b>2.4. SUBMISSION OF BIDS .....</b>	<b>16</b>
2.4.1 <i>Sealing and Marking of Bids</i> .....	16
2.4.2 <i>Deadline for Submission of Bids</i> .....	18
2.4.3. <i>Late Bids</i> .....	18
2.4.4. <i>Modification and Withdrawal of Bids</i> .....	18
<b>2.5. OPENING AND EVALUATION OF BIDS .....</b>	<b>19</b>
2.5.1. <i>Opening of Bids by the Procuring Agency</i> .....	19
2.5.2. <i>Confidentiality</i> .....	20
2.5.3. <i>Clarification of Bids</i> .....	20
2.5.4. <i>Preliminary Examination</i> .....	21
2.5.5. <i>Examination of Terms and Conditions; Technical Evaluation</i> .....	22
2.5.6. <i>Correction of Errors</i> .....	22
2.5.7. <i>Conversion to Single Currency</i> .....	23
2.5.8. <i>Post-Qualification &amp; Evaluation of Bids</i> .....	23
2.5.9. <i>Contacting the Procuring Agency</i> .....	23
2.5.10. <i>Grievance Redressal</i> .....	24
<b>2.6. AWARD OF CONTRACT.....</b>	<b>25</b>
2.6.1. <i>Notification of Award</i> .....	25
2.6.2. <i>Performance Guarantee</i> .....	25
2.6.3. <i>Signing of Contract/ Issuance of Purchase Order</i> .....	25
2.6.4. <i>Award Criteria</i> .....	26
2.6.5. <i>Procuring Agency's Right to Vary Quantities at Time of Award</i> .....	26
2.6.6. <i>Procuring Agency's Right to Accept or Reject All Bids</i> .....	26
2.6.7. <i>Re-Bidding</i> .....	26
2.6.8. <i>Corrupt or Fraudulent Practices</i> .....	26
2.6.9. <i>Quantity and volume of the goods to be considered in mind</i> .....	30
2.7 .....	30
<i>Price Reasonability Certificate</i> .....	30
2.8 <i>Compliance of DRAP Act 2012 / The Drug Act 1976 and rules framed thereunder</i> ..	30

<b>SECTION-III. TECHNICAL SPECIFICATIONS .....</b>	<b>32</b>
3.1. TECHNICAL SPECIFICATIONS .....	32
<b>SECTION-IV: BID DATA SHEET .....</b>	<b>33</b>
A. INTRODUCTION.....	33
B. BIDDING DOCUMENTS.....	34
C. BID PRICE, CURRENCY, LANGUAGE AND COUNTRY OF ORIGIN.....	34
D. PREPARATION AND SUBMISSION OF BIDS .....	34
E. OPENING AND EVALUATION OF BIDS .....	35
G. AWARD OF CONTRACT .....	35
<b>SECTION-V: GENERAL CONDITIONS OF CONTRACT.....</b>	<b>49</b>
1. DEFINITIONS.....	49
2. APPLICATION.....	49
3. COUNTRY OF ORIGIN.....	49
4. STANDARDS .....	50
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY. .....	50
6. PATENT RIGHTS.....	50
7. PERFORMANCE GUARANTEE .....	51
8. INSPECTIONS AND TESTS.....	51
9. PACKING .....	52
10. DELIVERY AND DOCUMENTS .....	52
11. INSURANCE .....	52
12. TRANSPORTATION .....	52
13. INCIDENTAL SERVICES .....	53
14. SPARE PARTS .....	53
15. WARRANTY.....	53
16. PAYMENT.....	54
17. PRICES .....	54
18. CHANGE ORDERS .....	54
19. CONTRACT AMENDMENTS.....	54
20. ASSIGNMENT.....	55
21. SUB-CONTRACTS .....	55
22. DELAYS IN THE SUPPLIER'S PERFORMANCE .....	55
23. LIQUIDATED DAMAGES .....	55
24. TERMINATION FOR DEFAULT .....	55
25. FORCE MAJEURE .....	57
26. TERMINATION FOR INSOLVENCY .....	57
27. TERMINATION FOR CONVENIENCE.....	57
28. RESOLUTION OF DISPUTES (ARBITRATION).....	58
29. GOVERNING LANGUAGE .....	58
30. APPLICABLE LAW .....	58
31. NOTICES.....	58
32. TAXES AND DUTIES.....	58
33. PRICE REASONABILITY .....	58
34. DRAP ACT 2012 / THE DRUG ACT 1976 AND RULES FRAMED THEREUNDER.....	58
<b>SECTION-VI. SPECIAL CONDITIONS OF CONTRACT.....</b>	<b>59</b>
1. <i>Definitions (GCC Clause 1)</i> .....	59
2. <i>Country of Origin (GCC Clause 3)</i> .....	59
3. <i>Performance Guarantee (GCC Clause 7)</i> .....	59
4. <i>Inspections and Tests (GCC Clause 8)</i> .....	59
5. <i>Packing (GCC Clause 9)</i> .....	60
6. <i>Delivery and Documents</i> .....	61
7. <i>Insurance</i> .....	62
8. <i>Incidental Services (GCC Clause 13)</i> .....	62
9. <i>Spare Parts</i> .....	62
10. <i>Warranty</i> .....	62

11. Warranty provision .....	62
12. Payment (GCC Clause 16) .....	63
13. Prices (GCC Clause 17).....	63
14. Liquidated Damages (GCC Clause 23).....	63
15. Resolution of Disputes (GCC Clause 28).....	64
16. Governing Language (GCC Clause 29).....	64
17. Applicable Law (GCC Clause 30).....	64
18. Notices (GCC Clause 31).....	64
<b>SECTION-VII. SCHEDULE OF REQUIREMENTS .....</b>	<b>65</b>
7.1 SCHEDULE OF REQUIREMENTS: THE DELIVERY SHALL BE IN ACCORDANCE WITH PURCHASE ORDER AS PER FOLLOWING SCHEDULE OF REQUIREMENT ON DELIVERY DUTY PAID (DDP BASIS: .....	65
<b>SECTION-VIII: FORMS .....</b>	<b>66</b>
8.1 BID FORM .....	67
8.2 BIDDER'S JV MEMBERS INFORMATION FORM .....	69
8.3. MANUFACTURER'S AUTHORIZATION FORM .....	70
8.4. BIDDER PROFILE FORM.....	71
8.5. GENERAL INFORMATION FORM .....	72
8.6. AFFIDAVIT .....	73
8.7. PERFORMANCE GUARANTEE FORM.....	74
8.8. TECHNICAL BID FORM .....	75
8.9. CONTRACT FORM .....	76
<b>CONTRACT FORM</b> .....	76
8.10. FINANCIAL BID FORM/PRICE SCHEDULE .....	80
8.11. BID SECURITY FORM.....	81
8.12. PAYMENT SCHEDULE .....	81


# ADVERTISEMENT

DAILY DUNYA MULTAN [www.dunya.com.pk](http://www.dunya.com.pk) ★★★★★

دنیای دہلی  
میں عامر  
روزنامہ  
دنیای  
ملتان

13 جولائی 2024ء | پتہ: 13، لکھنؤ روڈ، 22، محکمہ 8، پیٹھ 2081، پ 139، ق 139  
رجسٹرڈ نمبر: 357 | فون: 061-4540116-9 | فیکس: 061-4540107 | صفحات: 8 قیمت: 30 روپے

WEDNESDAY, MAY 22, 2024

 **SFMKB INSTITUTE OF CARDIOLOGY**  
**DERA GHAZI KHAN**  
Ph.No.064-9330237 E-Mail: [mssfmkbledgkhan@gmail.com](mailto:mssfmkbledgkhan@gmail.com)

## TENDER NOTICE

SFMKB Institute of Cardiology, Dera Ghazi Khan invited Tenders for following for the Financial Year 2024-25. Registered firms are only allowed to participated. Tenders can be purchased till before a time & day of submission of tender.

Sl. No	Tender Description	Bid Security	Estimated cost	Date & Time of Tender Submission	Date & Time of Tender Opening
1	Drug / Medicine	2% estimated cost of quoted item	As per Bidding documents	12.06.2024 (10:30AM)	12.06.2024 (11:00AM)
2	Surgical Disposable & Medical Devices				
3	Cath Lab Items				
4	Medical Gases				
5	Lab Kits and Chemical Reagents				
6	X-Ray / C.T. Scan / MRI Films				
7	Printing				
8	Stationary				
9	Other Store Items / General Store Items				
10	Bedding Clothing				

Interested Bidders having established credentials in terms of technical, managerial and financial capabilities may obtain bidding documents from the office of the undersigned with detail of items & specifications on submission of a written request on firm's letter head and payment of Tender fee of **Rs.3000/- (non-refundable)** in the Accounts Section of Hospital. Tender Notice, Bidding Documents & Lists of requirements can also be viewed / download at PPRA Website ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) and (<https://sfmkb.org>).

Single stage two envelopes bidding procedure as per Rule 38 (2)(a) of PP Rules 2014 (amended) should be applied. The envelopes should be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and eligible letters. **Original CDR should be attached "Financial proposal" (2% CDR should not be defaced).** Bid Security should be in the shape of CDR / Bank Guarantee from any scheduled bank in Pakistan. Sealed bid are required to be submitted in person by the authorized representative of the interested bidder till close time for putting in Tender Box which will be placed in the office of the undersigned on the above said date. Technical Offers will be opened on the same day at scheduled time in the presence of the interested bidders who choose to attend.

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 signing, stamping of firm's authorized person on each page of bidding documents in mandatory.

Bidding document will be available from the office of the undersigned immediately after publication of this advertisement.

Samples of each item from fresh batch will be provided at the time of submission of bid in the quantity / specification as mentioned in bidding documents.

In case the date of opening is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of submission and opening of tenders accordingly, in that case the time and venue shall remain the same.

**MEDICAL SUPERINTENDENT**  
**SFMKB INSTITUTE OF CARDIOLOGY**  
**DERA GHAZI KHAN** IPL-4640

# SECTION-I: INVITATION TO BIDS

DAILY DUNYA MULTAN www.dunya.com.pk

بانی اور نایاب ترین اخبار  
میاں عامر محمود

روزنامہ دنیا


دہلی

13 جولائی 2024ء 8 جولائی 2024ء 22.1445 ڈیڑھ 13 بجے

139 شمارہ نمبر 357 شمارہ نمبر

فون: 061-4540116-9 فیکس: 061-4540107 صفحات: 8 قیمت: 30 روپے

WEDNESDAY, MAY 22, 2024

 **SFMKB INSTITUTE OF CARDIOLOGY**  
**DERA GHAZI KHAN**  
Ph.No.064-9330237 E-Mail: mssfmkbiedgkhan@gmail.com

## TENDER NOTICE

SFMKB Institute of Cardiology, Dera Ghazi Khan invited Tenders for following for the Financial Year 2024-25. Registered firms are only allowed to participated. Tenders can be purchased till before a time & day of submission of tender.

Sl No	Tender Description	Bid Security	Estimated cost	Date & Time of Tender Submission	Date & Time of Tender Opening
1	Drug / Medicine	2% estimated cost of quoted item	As per Bidding documents	12.06.2024 (10:30AM)	12.06.2024 (11:00AM)
2	Surgical Disposable & Medical Devices				
3	Cath Lab Items				
4	Medical Gases				
5	Lab Kits and Chemical Reagents				
6	X-Ray / C.T. Scan / MRI Films				
7	Printing				
8	Stationary				
9	Other Store Items / General Store Items				
10	Bedding Clothing				

Interested Bidders having established credentials in terms of technical, managerial and financial capabilities may obtain bidding documents from the office of the undersigned with detail of items & specifications on submission of a written request on firm's letter head and payment of Tender fee of **Rs.3000/- (non-refundable)** in the Accounts Section of Hospital. Tender Notice, Bidding Documents & Lists of requirements can also be viewed / download at PPRA Website ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) and (<https://sfmkbie.org/>). Single stage two envelopes bidding procedure as per Rule 38 (2)(a) of PP Rules 2014 (amended) should be applied. The envelopes should be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and eligible letters. **Original CDR should be attached "Financial proposal" (2% CDR should not be defaced).** Bid Security should be in the shape of CDR / Bank Guarantee from any scheduled bank in Pakistan. Sealed bid are required to be submitted in person by the authorized representative of the interested bidder till close time for putting in Tender Box which will be placed in the office of the undersigned on the above said date. Technical Offers will be opened on the same day at scheduled time in the presence of the interested bidders who choose to attend.

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 signing, stamping of firm's authorized person on each page of bidding documents in mandatory.

Bidding document will be available from the office of the undersigned immediately after publication of this advertisement.

Samples of each item from fresh batch will be provided at the time of submission of bid in the quantity / specification as mentioned in bidding documents.

In case the date of opening is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of submission and opening of tenders accordingly, in that case the time and venue shall remain the same.

**MEDICAL SUPERINTENDENT**  
**SFMKB INSTITUTE OF CARDIOLOGY**  
**DERA GHAZI KHAN** IPL-4640

## Section-II: Instructions to Bidders (ITB)

### Note:-

- All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.
- In case of conflict between Invitation to Bidders and Bidding Document, the provisions of bidding documents shall prevail.

### 2.1. Introduction

- 2.1.1 Scope of Bid**
- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, the goods within the specified period and timeline(s) as stated in the BDS.
- 2.1.2 Source of Funds**
- i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds / a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
- 2.1.3 Eligible Bidders**
- i) The Invitation to Bids is open to Manufacturers and Sole Agents of Foreign Manufacturers registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.). Joint Venture (JV) is not allowed.
  - ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].
  - iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
  - iv) Bidders shall not be under a declaration of blacklisting by the procuring agency. During the Procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA), if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm shall provide 100% Bank Guarantee against the awarded Contract value and in

case the bidder regret to do so then the Procuring Agency may proceed with second lowest evaluated bidder.

- v) The invitation for Bids is open to all Manufacturers / Sole Agents of Foreign Manufacturers subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.
- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
  - a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
  - b) Have controlling shareholders in common; or
  - c) Receive or have received any direct or indirect subsidy from any of them; or
  - d) Have the same legal representative for purposes of this Bid; or
  - e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- xii) A Bidder may be ineligible if –
  - (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
  - (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
  - (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;



- (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
  - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
  - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
  - (g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.
- xiii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
  - xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

**2.1.4. Eligible Goods and Services**

- i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.
- ii) For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
- iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

**2.1.5. Cost of Bidding**

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

- 2.1.6. One person one bid**
- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
  - ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
  - iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

## **2.2. The Bidding Documents**

- 2.2.1. Content of Bidding Documents**
- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
    - (a) Invitation to Bids
    - (b) Instructions to Bidders (ITB)
    - (c) Technical Specifications
    - (d) Bid Data Sheet
    - (e) General Conditions of Contract (GCC)
    - (f) Special Conditions of Contract (SCC)
    - (g) Schedule of Requirements
    - (h) Bid Form
    - (i) Manufacturer's Authorization Form
    - (j) Bidder Profile Form
    - (k) General Information Form
    - (l) Affidavit
    - (m) Bid Security Form
    - (n) Technical Bid Form
    - (o) Contract Form
    - (p) Financial Bid Form / Price Schedule
    - (q) Performance Guarantee Form
    - (r) Check List
  - ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure

to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

#### **2.2.2. Clarification of Bidding Documents**

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. **The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet.** Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will **within three (3) working days** after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response **as prescribed in ITB clause 2.2.2 (iii) above** will be uploaded on the website of procuring agency. The prospective bidders are advised to regularly visit the website of the procuring agency for any clarification issued vide ITB clause 2.2.2 (iii) above.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.

- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the Pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

**2.2.3. Amendment of Bidding Documents**

- i) At any time prior to the deadline for submission of Bids, **but not later than three (3) days before the closing date of the submission of Bid**, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

**2.3. Preparation of Bids**

**2.3.1. Language of Bid**

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

**2.3.2. Bid Form**

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief

description of the goods, their country of origin, quantity, and prices.

### **2.3.3. Bid Prices**

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
- ii) Prices indicated on the Price Schedule shall be as per format on form 8.10 [Financial Bid Form / Price Schedule]
- iii) The Bidder's separation of price components in accordance with **ITB Clause 2.3.3(ii)** above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

### **2.3.4. Bid Currencies**

### **2.3.5. Documents Establishing Bidder's Eligibility and Qualification**

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
  - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [*Manufacturer's Authorization form No. 8.3*] or producer to supply the same in Pakistan;
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

### **2.3.6. Documents Establishing**

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and

**Goods' Eligibility  
and Conformity to  
Bidding  
Documents**

conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.

- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the Bidding documents (if required) may be in the form of literature, drawings, data and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
  - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
  - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
  - (b) carriage paid;
  - (c) received on, or before, the closing time and date for the submission of bids; and
  - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.

*{However, the procuring agency may also opt to ask for samples after submission of technical bids (where require)}*
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
  - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
  - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.

- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) **Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.**
- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.
- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

#### **2.3.7. Bid Security**

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
  - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for **thirty (30) Days**, beyond the Bid validity period prescribed in **BDS**.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible upon written request, after

the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

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

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

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
  - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - b. In the case of a successful Bidder, if the Bidder:
    - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or
    - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
    - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

**2.3.8. Period of Validity of Bids**

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.



### **2.3.9. Format and Signing of Bid**

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be not be accepted & such bid shall be rejected.
- v) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

## **2.4. Submission of Bids**

### **2.4.1 Sealing and Marking of Bids**

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
  - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
  - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE..... (12.06.2024)," *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*

- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid’s misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.  
**Note:** The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- vi) The inner and outer envelopes shall:
  - a) Be addressed to the Procuring Agency at the address given in the **BDS**; and
  - b) Bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2**.
- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
  - a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.
  - b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
  - (c) The envelopes containing the **ORIGINAL** and copies will be put in one sealed envelope and addressed / identified as given in **BDS**.
- viii) The inner and outer envelopes shall:
  - a) be addressed to the Procuring Agency at the address provided in the **BDS**;
  - b) bear the name and identification number of the contract as defined in the **BDS**; and provide a warning not to open

before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;

- c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3.

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

#### **2.4.2 Deadline for Submission of Bids**

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **2.4.3. Late Bids**

- iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.
- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

#### **2.4.4. Modification and Withdrawal of Bids**

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

## 2.5. Opening and Evaluation of Bids

### 2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) The Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- iv) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- v) Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- vi) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.

- viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.  
*[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

**2.5.2. Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding ITB Clause 2.2.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

**2.5.3. Clarification of Bids**

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) Evaluation & qualification criteria;

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

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

#### **2.5.4. Preliminary Examination**

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

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

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

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

iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as those concerning Bid Security (ITB Clause 2.3.8), Applicable Law (GCC Clause 30), Taxes and Duties (GCC Clause 32) & mandatory Registrations/ Renewals** will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

- a) Meets the eligibility criteria defined in **ITB 2.1.3 and ITB 2.1.4;**

- b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
- c) Has been properly signed;
- d) Is accompanied by the required securities; and
- e) Is responsive to the requirements of the Bidding Documents.

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

**2.5.5. Examination of Terms and Conditions; Technical Evaluation**

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

**2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
  - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder

does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

**2.5.7. Conversion to Single Currency**

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

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

**2.5.8. Post-Qualification & Evaluation of Bids**

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

**2.5.9. Contacting the Procuring Agency**

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



**2.5.10. Grievance Redressal**

- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.
- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure **any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report.** After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## 2.6. Award of Contract

- 2.6.1. Notification of Award**
- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that **its Bid has been accepted**. In order to save time, the successful bidder through its authorized representative can also receive the notification of award from procuring agency.
  - ii) The notification of award will constitute the formation of the Contract.
  - iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).
- 2.6.2. Performance Guarantee**
- i) **Within seven (07) days** of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
  - ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.
- 2.6.3. Signing of Contract/  
Issuance of  
Purchase Order**
- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*. The Framework Contract is to be made on Stamp Paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January 2014.
  - ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

- iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.
  
- 2.6.4. Award Criteria**

  - i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.
  
- 2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award**

  - i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).
  
- 2.6.6. Procuring Agency's Right to Accept or Reject All Bids**

  - i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
  - ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
  - iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.
  
- 2.6.7. Re-Bidding**

  - i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.
  
- 2.6.8. Corrupt or Fraudulent Practices**

  - i) The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

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

*“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any*

*request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

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

**ii) Blacklisting & Debarment:**

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

**Requirements & Procedure for Blacklisting & Debarment:**

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

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

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

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

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

As per rule 21 of PPR-14:

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

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

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

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

(d) indulged in any corrupt practice.

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

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

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

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

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

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

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

As per Schedule appended with PPR-14:

#### **SCHEDULE**

see sub-rule (6) of rule 21

**BLACKLISTING MECHANISM OR PROCESS**

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
  - (a) *precise allegation, against the bidder or Contractor;*
  - (b) *the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
  - (c) *the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*

11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
  12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
  13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
  14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
  15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
  16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
  17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*
- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

**2.6.9. Quantity and volume of the goods to be considered in mind**  
*[Framework Contract Modality]*

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
  - a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
  - b. The Bidder have to maintain the rates of the goods for the whole financial year.
  - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

**2.7 Price Reasonability Certificate**

The supplier shall Certifies on judicial stamp paper that the prices quoted to the Procuring Agency against the quoted items are not more **Trade Price as per Maximum Retail Price** fixed by the Federal Government under Drugs Act, 1976 / DRAP Act, 2012.

**2.8 Compliance of DRAP Act 2012 / The Drug Act 1976**

All supplies will comply with the provision of DRAP Act, 2012 / Drugs Act, 1976 and rules framed there under

**and rules framed  
thereunder**



## Section-III. Technical Specifications

### 3.1. Technical Specifications

S#	Name of Item	Specification	Estimated price (PKR)	Quantity	Financial Impact (PKR)

**Note:**

1. The estimated cost is for calculation of bid security only. Moreover, in case of variation in pack size of dosage form (liquid) rates will be calculated on per ml basis.
2. The bidder shall provide 02 commercial packs of the quoted brand of each quoted item for medicines/drugs and 04 commercial packs of medical devices along with its bid. Packaging/packing material of the Drug/Medicine/Medical Devices shall be of same quality/strength/gauge/grammage as supplied in local market.
3. The packaging of glass bottle (oral/injectable) and plastic bottle/HDPE/PVDC material shall be as per submitted commercial samples for the pharmaceutical finished product packaging.
4. Certificate regarding fulfillments of requirements under Bio Safety Act 2005 and the rules framed there under must be attached for Vaccines/Sera, Biotechnical products etc.
5. For thermolabile drugs for which storage temperature is 2-8 degree centigrade. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermology data from factory to Consignee's end.

Any further information can be obtained from the office of Purchase/Designated Wing/Section of the Procuring Agency (**SFMKB Institute of Cardiology DG Khan**).

## Section-IV: Bid Data Sheet

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

<b>A. Introduction</b>		
<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
<b>1.</b>	<b>2.1.1</b>	<p><b>Name of Procuring Agency:</b> <b>(SFMKB Institute of Cardiology DG Khan)</b></p> <p><b>Subject of procurement is:</b> Framework Contract for the Procurement of DRUGS / MEDICINES, SURGICAL DISPOSABLE, MEDICAL DEVICES, CATH LAB, MEDICAL GASES, LAB KITS AND CHEMICAL REAGENTS, X-RAY/C.T. SCAN/ MRI FILMS, PRINTING, STATIONARY, BEDDING CLOTHING, OTHER STORE ITEMS / GENERAL STORE ITEMS ETC.</p> <p><b>Period for delivery of goods:</b> Financial Year 2024-25</p> <p><b>Place of Delivery of goods:</b> The goods will be delivered at Consignee's End (Procuring Agency/its designated place).</p> <p><b>Commencement date for delivery of Goods:</b> Date of Signing of Contract / LC Opening Date / Purchase Order Issuance date as the case may be</p>
<b>2.</b>	<b>2.1.2</b>	<p><b>Financial year for the operations of the Procuring Agency:</b> <b>2024-25</b></p> <p><b>Name of financing institution:</b> Government of the Punjab</p> <p><b>Name and identification number of the Contract:</b> Framework Contract for the Procurement of DRUGS / MEDICINES, SURGICAL DISPOSABLE, MEDICAL DEVICES, CATH LAB, MEDICAL GASES, LAB KITS AND CHEMICAL REAGENTS, X-RAY/C.T. SCAN/ MRI FILMS, PRINTING, STATIONARY, BEDDING CLOTHING, OTHER STORE ITEMS / GENERAL STORE ITEMS ETC.</p> <p><b>Bid Reference No. <b>03/SFMKBIC</b></b></p>
<b>3.</b>	<b>2.1.3 (iv)</b>	Joint venture is not allowed
<b>4.</b>		All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan.
<b>5.</b>	<b>2.3.6(iii)</b>	<b>Demonstration of authorization by manufacturer:</b>

		The bidder shall submit the authorization by manufacturer as per form 8.3.
<b>B. Bidding Documents</b>		
6.	2.2.2	The address for clarification of Bidding Documents is <b>(SFMKB Institute of Cardiology DG Khan)</b>
8.	2.3.9	One (01) complete bid (including separate technical & financial bid) is required to be submitted in original. <b>01 Copy of the Bid is required.</b>
<b>C. Bid Price, Currency, Language and Country of Origin</b>		
9	2.3.1	Bid Language is English The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.
10	2.3.4	The price quoted shall be in <b>Pak Rupee (PKR)</b>
11.	2.3.4	The quoted item shall not be higher than the <b>Trade Price</b> as per MRP fixed by DRAP / benchmark prices notified by the DRAP.
12.	2.1.4 (ii)	<b>Country of Origin:</b> All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan.
<b>D. Preparation and Submission of Bids</b>		
13.	2.1.3	Evaluation criteria is described in <b>Section F</b> below " <b>Bid Evaluation Criteria</b> " of the Bid Data Sheet.
14.	2.3.6	Spare parts not required
15.	2.2.2	<b>Bid shall be submitted to:</b> <b>(SFMKB Institute of Cardiology DG Khan)</b>  Ph No. _____
16.	2.4.2	<b>BID SUBMISSION</b> Day : Wednesday Date : 12.06.2024 Time : 10:30 AM
17.	2.5.1	<b>BID OPENING</b> Day : Wednesday Date : 12.06.2024 Time : 11:00AM Venue : <b>(SFMKB Institute of Cardiology DG Khan)</b>
18.	2.6.2	<b>Amount of Performance Guarantee is up to 5% (to be decided by the Procuring Agency as per PPR-2014) of the value of contract.</b> Performance Guarantee will be in PKR. (Procuring Agency may amend the required percentage of Performance Guarantee as provision of PPR-14)
19.	2.3.8	Up to 5% <b>(to be decided by the Procuring Agency as per PPR-2014)</b> of Estimated Cost of the quoted Item (s) as given in Bidding Document against each Item (Procuring Agency may amend the required percentage of Bid Security as provision of PPR-14)

20.	2.3.9	Bid validity period after opening of the Bid is: 180 days
21.	2.3.9	Number of copies of the Bid to be provided are <b>01 original and 01 copy.</b>
<b>E. Opening and Evaluation of Bids</b>		
22.	2.5.1	The Bid opening shall take place at: <b>BID OPENING</b> Day : Wednesday Date : 12.06.2024 Time : 11:00AM Venue : <b>(SFMKB Institute of Cardiology DG Khan)</b>
23.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes for conversion of all Bid prices expressed in various currencies is: Pak Rupee (PKR) The source of exchange rate shall be: <b>State Bank of Pakistan</b> The date of exchange rate shall be: <b>Date of Financial Bid Opening.</b>
<b>F. Bid Evaluation Criteria</b>		
24.	2.5.8	F : <b><u>BID EVALUATION CRITERIA</u></b>

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

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

**COMPULSORY PARAMETERS**

- i. The bidder will submit Up To 5 % Bid Security **(to be decided by the Procuring Agency as per PPR-2014)** of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
- ii. The bidder must possess valid Drug Manufacturing License issued by DRAP.
- iii. The bidder must possess valid Good Manufacturing Certificate (GMP) OR Valid Satisfactory GMP Inspection Report issued by DRAP.
- iv. Qualification of quoted item section is compulsory only those section will be considered which are mentioned on valid GMP Certificate OR on Valid Satisfactory GMP Inspection Report issued by DRAP.
- v. The bidder will provide valid Drug Registration Certificate on the name of bidder of the quoted product (DRC must have quoted pack size). Experience of quoted item must be at least one year which will be considered from date of registration of the

- product.
- vi. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that complies 100% with the required specifications and fulfill the requirements as per prevailing rules shall be considered.
  - vii. The firm will provide form-29 issued by SECP. (Article of association of companies) /Form C (Registered from registrar of firms)/ sole proprietorship.
  - viii. The bidder must submit bio similarity studies data of quoted item (for biologicals and biotech products). The biosimilar study must be from DRAP notified labs or WHO / JpMHLW / EMA / US FDA approved / accredited labs only OR quoted product must have status of reference product for biosimilar studies on US-FDA /registered at EMA official websites.
  - ix. The firm will submit undertaking on Rs. 100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious / Adulterated by DTLs of the Punjab/any Competent Lab” since last 3 years till the closing date of Bid Document submission.
  - x. Undertaking regarding “Non-Declaration of any Spurious / Adulterated Batch of the quoted item manufactured by firm by DTLs of the Punjab / any Competent Lab” on valid Rs. 100 stamp paper duly verified by notary public.
  - xi. The firm will submit undertaking on Rs. 100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious / Adulterated Drugs / Medicines.
  - xii. The firm undertakes that currently it is not Blacklisted/Debarred by **SFMKB Institute of Cardiology DG Khan** on valid Rs. 100 stamp paper duly verified by notary public.
  - xiii. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to provide stocks in reefer container(s) (maintaining controlled temperature as per item specs) for delivery of goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods.
  - xiv. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.
  - xv. The applicant will submit an affidavit on Rs. 100/- stamp paper (Notarized) stating the applicant accepts all the terms and conditions of the Tender Document.
  - xvi. **Two pack of samples** for evaluation by the technical committee (Samples must be of commercial pack).

## ORDINARY PARAMETERS

### FOR DRUGS / MEDICINES (LOCAL MANUFACTURERS)

#### (MARKING CRITERIA)

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

C	Supply of the quoted product at least 50% to below 70% of advertised quantity in Private Sector.	05
D	Supply of the quoted product at least 25% to below 50% of advertised quantity in Private Sector.	03
<p><i>The bidder shall provide (attach) summary of private market sale. (This summary must be on stamp paper of Rs. 100 duly legalized/notarized which may be verified. Any false claim lead to disqualification/blacklisting of firm)</i></p>		
<b>4</b>	<b>EXPERIENCE OF THE QUOTED PRODUCT FOR LAST TWO YEARS</b>	<b>Max 10</b>
A	Supply of the quoted product Equivalent or higher than advertised quantity in Public sector.	10
B	Supply of the quoted product at least 70% or above of total of advertised quantity in Public Sector.	07
C	Supply of the quoted product at least 50% to below 70% of advertised quantity in Public Sector.	05
D	Supply of the quoted product at least 25% to below 50% of advertised quantity in Public Sector.	03
<p><i>The bidder shall provide (attach) summary of purchase orders of institutional/Public sale along with delivery challan (DC) of subsequent Purchase Orders. (This summary must be on stamp paper of Rs.100 duly legalized/notarized along with Purchase Orders For Last Two Years &amp; relevant Delivery Challan. The Purchase Orders /DC may be verified, and any false claim shall lead to disqualification/blacklisting of firm. Purchase order along with relevant delivery Challan of the respective government institution will be considered only (alone purchase order will not be considered.)</i></p> <p><b>Note:</b> The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.</p>		
<b>5</b>	<b>CREDIBILITY &amp; CERTIFICATION OF MANUFACTURER</b>	<b>Max 15</b>
A	Valid ISO 17025 Certification for competence of Testing and Calibration of Labs.	3
B	Valid ISO 14001 (Certificate)	3
C	Valid International reputed certification (WHO/UNICEF/JpMHLW/UNFPA/WFP/US-FDA)	3
D	Waste Water Treatment Plant (attach copy of layout plan of installed plant and SOPs)	3
E	Registration of firm with IQVIA Solutions (formerly IMS) for each quoted item.	3
<b>6</b>	<b>QUALITY OF PRODUCT</b>	<b>Max 5</b>
A	If samples of quoted product declared sub-standard by DTL are less than 1% during last Financial Year.	5
B	If samples of quoted product declared sub-standard by DTL are 1-2% during last Financial Year.	3
C	If samples of quoted product declared sub-standard by DTL are 2-3% during last Financial Year.	1
<p><i>The bidder will provide undertaking on Rs. 100/- notarized stamp paper. Data of substandard batches may be verified from Drug Testing Laboratories.</i></p>		
<b>7</b>	<b>NUMBER OF FUNCTIONAL STABILITY CHAMBER</b>	<b>Max 6</b>
A	No. of functional stability chamber 2-3 or	2

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

**QUALIFYING MARKS: 48 OUT OF 80 (60%)**

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



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

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

**COMPULSORY PARAMETERS**

- i. The bidder will submit Up To 5 % Bid Security (to be decided by the Procuring Agency as per PPR-2014) of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
- ii. The bidder must possess valid Drug Sale License.
- iii. Valid Sole agency agreement of quoted item.
- iv. The bidder will provide valid Drug Registration Certificate on the name of bidder of the quoted product (DRC must have quoted pack size). Experience of quoted item must be at least one year which will be considered from date of registration.
- v. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that complies 100% with the advertised specifications and fulfill the requirements as per prevailing rules shall be considered.
- vi. Quoted product must have WHO Prequalification / JpMHLW / EMA / USFDA approval.
- vii. The bidder must submit bio similarity studies data of quoted item (for biologicals and biotech products). The biosimilar study must be from DRAP notified labs or WHO / JpMHLW / EMA / US FDA approved / accredited labs only or Quoted product must have status of reference product for biosimilar studies in US FDA/registered at EMA official website.
- viii. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious / Adulterated by DTLs of the Punjab/any Competent Lab” since last 3 years till the closing date of Bid Document submission.
- ix. Undertaking regarding “Non-Declaration of any Spurious / Adulterated Batch of quoted item supplied by firm by DTLs of the Punjab/any Competent Lab” on valid Rs. 100 stamp paper duly verified by notary public.
- x. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious / Adulterated Drugs/Medicines.
- xi. The firm undertakes that currently it is not Blacklisted/Debarred by SFMKB Institute of Cardiology DG Khan on valid Rs.100 stamp paper duly verified by notary public.
- xii. The firm will undertake on notarized stamp paper of Rs.100 that the firm will be bound to provide stocks in refrigerated container(s) (maintaining controlled temperature as per item specs) for delivery of goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods.
- xiii. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement

- of the department.
- xiv. The applicant will submit an affidavit on Rs. 100/- stamp paper (Notarized) stating the applicant accepts all the terms and conditions of the Tender Document.
- xv. **Two pack of samples** for evaluation by the technical committee (Samples must be of commercial pack).

## ORDINARY PARAMETERS

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

SERIAL NO.	DESCRIPTION	CATEGORY POINTS
<b>1</b>	<b>EXPERIENCE OF THE QUOTED PRODUCT FOR LAST TWO YEARS</b>	<b>Max 10</b>
A	Supply of the quoted product Equivalent or Higher than the advertised quantity in Private Sector.	10
B	Supply of the quoted product at least 70% or above of total of advertised quantity in Private Sector.	07
C	Supply of the quoted product at least 50% to below 70% of advertised quantity in Private Sector.	05
D	Supply of the quoted product at least 25% to below 50% of advertised quantity in Private Sector.	03
<i>The bidder shall provide (attach) summary of private market sale. (This summary must be on stamp paper of Rs.100 duly legalized/notarized which may be verified. Any false claim will lead to disqualification/blacklisting of firm)</i>		
<b>2</b>	<b>FINANCIAL SOUNDNESS OF THE FIRM</b>	<b>Max 10</b>
A	Minimum Annual financial turnover for any of <b>single financial year</b> (i.e. during the last three financial years) / <b>single calendar year</b> (i.e. during the last three calendar years) must be Equivalent or Higher than 600 million rupees of Sole Agent of Foreign manufacturer.	10
B	Minimum Annual financial turnover for any of <b>single financial year</b> (i.e. during the last three financial years) / <b>single calendar year</b> (i.e. during the last three calendar years) must be at least 450 million rupees or above of Sole Agent of Foreign manufacturer.	07
C	Minimum Annual financial turnover for any of <b>single financial year</b> (i.e. during the last three financial years) / <b>single calendar year</b> (i.e. during the last three calendar years) must be at least 300 million rupees or above of Sole Agent of Foreign manufacturer.	05
D	Minimum Annual financial turnover for any of <b>single financial year</b> (i.e. during the last three financial years) / <b>single calendar year</b> (i.e. during the last three calendar years) must be at least 150 million rupees or above of Sole Agent of Foreign manufacturer.	03
<i>Firm will provide FBR income tax return/sales Tax return for the last three financial years or in case of calendar year last three calendar years (Joint venture, consortium and subsidiary shall not be accepted.)</i>		
<b>3</b>	<b>EXPERIENCE OF THE QUOTED PRODUCT FOR LAST TWO YEARS</b>	<b>Max 10</b>

<b>A</b>	Supply of the quoted product Equivalent or Higher than the advertised quantity in Public Sector.	<b>10</b>
<b>B</b>	Supply of the quoted product at least 70% or above of total of advertised quantity in Public Sector.	<b>07</b>
<b>C</b>	Supply of the quoted product at least 50% to below 70% of advertised quantity in Public Sector.	<b>05</b>
<b>D</b>	Supply of the quoted product at least 25% to below 50% of advertised quantity in Public Sector.	<b>03</b>
<p><i>The bidder shall provide (attach) summary of purchase orders of institutional/Public sale along with delivery challan (DC) of subsequent Purchase Orders. (This summary must be on stamp paper of Rs.100 duly legalized/notarized along with Purchase Orders (Last Two Years) &amp; relevant Delivery Challan. The Purchase Orders /DC may be verified, and any false claim shall lead to disqualification/blacklisting of firm. Purchase orders along with relevant delivery Challan of the respective government institution will be considered only (alone purchase orders will not be considered.)</i></p> <p><b>Note:</b> The experience of the quoted item (Purchase Orders) shall be considered on the name of the bidder only.</p>		
<b>4</b>	<b>BIDDER &amp; MANUFACTURER RELATIONSHIP REGARDING IMPORT EXPERIENCE (IN CASE OF SOLE AGENT)</b>	<b>Max 10</b>
	<b>Sole Agent Certification/Authorization from Manufacturer</b>	
	Up to 2 years	<b>05</b>
	Above 2 to 5 years	<b>07</b>
	Above 5 years	<b>10</b>
<b>5</b>	<b>LOCAL MARKET BUSINESS</b>	<b>Max 15</b>
	<b>How many years the quoted product is being marketed in Pakistan?</b>	
	<i>Less than one year will not be considered eligible</i>	
	1 to 2 year	<b>05</b>
	Above 2 to 5 years	<b>10</b>
	Above 5 years	<b>15</b>
<b>6</b>	<b>COMPLIANCE OF QUALITY STANDARDS OF QUOTED ITEM</b>	<b>Max 05</b>
	Quality Compliance Standards (EMA / JpMHLW / US FDA / prequalified by WHO / The product having registration in Stringent Regulatory Authorities (SRA) Founding Regulatory Members countries as (Europe, USA, and Japan) and Standing Regulatory Members as (Canada, Switzerland & Australia), Regulatory Members (Brazil, China, Singapore, Republic of Korea).	<b>05</b>
<b>7</b>	<b>QUALITY OF PRODUCT</b>	<b>Max 05</b>
	If samples of quoted product declared sub-standard by DTL are less than 1% during last Financial Year.	<b>05</b>
	If samples of quoted product declared sub-standard by DTL are 1- 2% during last Financial Year.	<b>03</b>
	If samples of quoted product declared sub-standard by DTL are 2- 3% during last Financial Year.	<b>01</b>
<p><i>The bidder will provide undertaking on Rs. 100/- notarized stamp paper. Data of substandard batches can be verified from Drug Testing Laboratories.</i></p>		
<b>8</b>	<b>AVAILABILITY OF QUOTED PRODUCT (P.O/PERFORMA INVOICE/LC COPY ETC.) SINCE FOR LAST TWO YEARS</b>	<b>Max 10</b>

	Countries (USA/Europe/Japan/UK)	10
	Or Other Countries 1 mark per country 05 and above countries	05
	<b>GRAND TOTAL</b>	<b>75</b>
	<b>QUALIFYING MARKS = 60%</b>	

**QUALIFYING MARKS: 45 OUT OF 75 (60%)**

Financial bids of only “Technically Responsive Bidders” will be opened.

**(B) TENDER/BID TECHNICAL EVALUATION CRITERIA**

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

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

**COMPULSORY PARAMETERS**

- a. The bidder will submit Up To 5 % Bid Security (to be decided by the Procuring Agency as per PPR-2014) of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
- b. Valid Drugs Manufacturing License (for manufacturers) / Valid Drugs Sale License & Valid Establishment Registration Certificate (for sole agents).
- c. Valid Drug Registration Certificate/Drug Enlistment Certificate in the name of bidder, whichever applicable as per Medical Devices Rules 2017 of the quoted product issued by DRAP Pakistan.
- d. Valid GMP certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for local manufacturer).
- e. Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) must be 165 Million Rupees or above for local manufacturer/Sole Agent of Foreign manufacturer. Firm will provide FBR income tax return / sales Tax return for the last three financial years / during the last three calendar years.
- f. Valid Sole Agency Agreement of quoted item. (for Importers).
- g. Valid ISO 13485
- h. Valid quality certification of CE/UNFPA/JpMHLW/US FDA approval certification or prequalification by WHO. Certificates provided by the firm on its own letter head are not acceptable, CE marked by conformity assessment bodies (CABs) notified in NANDO database under the relevant European directive for medical devices of European Union will be accepted only.
- i. Valid Free Sale Certificate indicating that the quoted brand is freely available in the country of manufacturer. This certificate must be issued by relevant authority of the country of origin duly legalized/ notarized by embassy of Pakistan/ country of manufacturer (For Sole agents only). This certificate shall be valid till validity period

of the Bid.

- j. The experience of quoted product must be at least three years (Financial year) **since July 2018** onward till closing date of submission of tender. (Firm must attach Purchase Orders of quoted items of Public Sector Institution anywhere in Pakistan).

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

- k. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious / Adulterated by DTLs of the Punjab/any Competent Lab” since last 3 years till the closing date of Tender Document submission.
- l. Undertaking regarding “Non-Declaration of any Spurious / Adulterated Batch of quoted item manufactured/supplied by firm by DTLs of the Punjab/any Competent Lab” on valid Rs.100 stamp paper duly verified by notary public.
- m. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious / Adulterated Medical Devices.
- n. The firm undertakes that currently it is not Blacklisted/Debarred by **SFMKB Institute of Cardiology DG Khan** on valid Rs. 100 stamp paper duly verified by notary public.
- o. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.
- p. **Four pack of samples** for evaluation by the technical committee (Samples must of commercial pack). The result of end user evaluation shall be treated as knockdown criteria.

**NOTE:**

Financial bids of only “Technically Responsive Bidders” will be opened.

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

**(FOR LOCAL MANUFACTURER & SOLE AGENT OF FOREIGN PRINCIPAL)**

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

**COMPULSORY PARAMETERS**

- a. The bidder will submit Up To 5 % Bid Security **(to be decided by the Procuring Agency as per PPR-2014)** of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
- b. Valid Drugs Manufacturing License (for manufacturers) / Valid Establishment Registration Certificate (for Sole Agents).
- c. Valid Drugs Sale License (for Sole Agents).
- d. Valid Device Registration Certificate/Device Enlistment Certificate in the name of

bidder, whichever applicable as per Medical Devices Rules 2017 of the quoted product issued by DRAP Pakistan.

- e. Valid GMP certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for local manufacturer).
- f. Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) must be 165 Million Rupees or above for local manufacturer/Sole Agent of Foreign manufacturer. Firm will provide FBR income tax return/sales Tax return for the last three financial years / during the last three calendar years.
- g. Valid Sole Agency Agreement of quoted item. (for Importers).
- h. Valid ISO 13485.
- i. Valid quality certification of JpMHLW/US FDA approval certification or prequalification by WHO. Certificates provided by the firm on its own letter head are not acceptable.
- j. Valid Free Sale Certificate indicating that the quoted brand is freely available in the country of manufacturer. This certificate must be issued by relevant authority of the country of origin duly legalized/ notarized by embassy of Pakistan/ country of manufacturer (For Sole agents only). This certificate shall be valid till validity period of the Bid.
- k. The experience of quoted product must be at least one year (Financial year) **since July 2018** onward till closing date of Tender document submission. (Firm must attach Purchase Orders of quoted items of Public Sector Institution anywhere in Pakistan).

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

- l. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious / Adulterated by DTLs of the Punjab/any Competent Lab” since last 3 years till the closing date of Bid Document submission.
- m. Undertaking regarding “Non-Declaration of any Spurious / Adulterated Batch of quoted item manufactured/supplied by firm by DTLs of the Punjab/any Competent Lab” on valid Rs.100 stamp paper duly verified by notary public.
- n. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious / Adulterated Medical Devices.
- o. The firm undertakes that currently it is not Blacklisted/Debarred by **SFMKB Institute of Cardiology DG khan**\_\_\_\_\_ on valid Rs.100 stamp paper duly verified by notary public.
- p. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.
- q. **Four pack of samples** for evaluation by the technical committee (Samples must of commercial pack). The end user evaluation shall be knockdown criteria.

**NOTE:**

Financial bids of only “Technically Responsive Bidders” will be opened.

**(E) TENDER TECHNICAL EVALUATION CRITERIA FOR SURGICAL DRESSING ONLY**

**(FOR LOCAL MANUFACTURER & SOLE AGENT OF FOREIGN PRINCIPAL)**

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

**COMPULSORY PARAMETERS**

- a. The bidder will submit Up To 5 % Bid Security (to be decided by the Procuring Agency as per PPR-2014) of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR) from any scheduled bank. (Attach unhidden photocopy with Technical Proposal and Original with Financial Proposal)
- b. Valid Drugs Manufacturing License (for manufacturers) / Valid Establishment Registration Certificate (for Sole Agents).
- c. Valid Drugs Sale License (for Sole Agents).
- d. Valid Device Registration Certificate/Device Enlistment Certificate in the name of bidder, whichever applicable as per Medical Devices Rules 2017 of the quoted product issued by DRAP.
- e. Valid GMP certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for local manufacturer).
- f. Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) must be 150 Million Rupees or above for local manufacturer/Sole Agent of Foreign manufacturer. Firm will provide FBR income tax return/sales Tax return for the last three financial years / during the last three calendar years.
- g. Valid Sole Agency Agreement of quoted item. It must be from at least previous one year till the last date of bid submission (for Importers).
- h. Valid ISO 13485.
- i. The firm will provide form-29 issued by SECP. (Article of association of companies) /Form C (Registered from registrar of firms)/ sole proprietorship. (For manufacturer only)
- j. Valid Free Sale Certificate indicating that the quoted brand is freely available in the country of manufacturer. This certificate must be issued by relevant authority of the country of origin duly legalized/ notarized by embassy of Pakistan/ country of manufacturer (For Sole agents only).
- k. The experience of quoted product must be at least three years (Financial year) since July 2018 onward till closing date of Tender document submission. (Firm must attach Purchase Orders of quoted items of Public Sector Institution anywhere in Pakistan).

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

- l. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch in Private Sector and Public Sector has been declared Spurious / Adulterated by DTLs of the Punjab/any Competent Lab” since last 3 years till the closing date of Bid Document submission.
- m. Undertaking regarding “Non-Declaration of any Spurious / Adulterated Batch of the quoted item manufactured/supplied by firm by DTLs of the Punjab/any Competent Lab” on valid Rs.100 stamp paper duly verified by notary public.
- n. The firm will submit undertaking on Rs.100 Stamp Paper legalized/notarized that Firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious / Adulterated Medical Devices.
- o. The firm undertakes that currently it is not Blacklisted/Debarred by **SFMKB Institute of Cardiology DG Khan** on valid Rs.100 stamp paper duly verified by notary public.
- p. The firm will undertake on notarized stamp paper of Rs. 100 that the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.

- q. The applicant will submit an affidavit on Rs. 100/- stamp paper (Notarized) stating the applicant accepts all the terms and conditions of the Tender Document.
- r. Four pack of samples for evaluation by the technical committee (Samples must of commercial pack). The end user evaluation shall be knockdown criteria.

**NOTE: Financial bids of only “Technically Responsive Bidders” will be opened.**



## G. Award of Contract

<b>2.6.5</b>	Percentage for quantity increase or decrease is as per provisions of Punjab Procurement Rules 2014 (amended)
<b>2.6.2</b>	The Performance Guarantee shall be <b>up to 10% (to be decided by the Procuring Agency as per PPR-2014)</b> of the Contract Price
<b>2.6.2</b>	The Performance Security (or guarantee) shall be in the form of as described in BDS.

## **SECTION-V: GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all those supplies which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

### **2. Application**

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

### **3. Country of Origin**

*[where applicable]*

**3.1.** All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.

**3.2.** For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through

manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

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

#### **4. Standards**

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

4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

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

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

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

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

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

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

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

#### **6. Patent Rights**

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

## **7. Performance Guarantee**

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

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

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- (b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque or CDR.

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

## **8. Inspections and Tests**

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

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

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

**8.4.** The Procuring Agency's right to inspect, test and, where necessary, reject the Goods at Supplier's premises or after the Goods' arrival in the Procuring Agency's place of delivery /

destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' delivery / shipment from the supply or manufacturing / country of origin.

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

**9. Packing**

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

**10. Delivery and Documents**

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

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

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

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

**11. Insurance**

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

**12. Transportation**

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

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

**13. Incidental Services**

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

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

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

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

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

- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of goods.

**14. Spare Parts** Not applicable

**15. Warranty**

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

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

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

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

15.5. If the Supplier, having been notified, fails to rectify the warranty defect(s) within the period specified in SCC, within a specified period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the

Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Change Orders**

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

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

**19. Contract Amendments**

19.1.Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar

series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

- 20. Assignment** 20.1. The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 21. Sub-contracts** 21.1. The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
- 22. Delays in the Supplier's Performance** 22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
- 22.2. If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.
- 23. Liquidated Damages** 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.
- 24. Termination for Default** 24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, and subsequent purchase order or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract; or



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

*“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:*

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

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

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

**25. Force Majeure**

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

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

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

**26. Termination for Insolvency**

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

**27. Termination for Convenience**

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

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

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

<b>28. Resolution of Disputes (Arbitration)</b>	<p>28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.</p>
<b>29. Governing Language</b>	<p>29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
<b>30. Applicable Law</b>	<p>30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) and the courts of Pakistan shall have exclusive jurisdiction, unless otherwise specified in SCC.</p>
<b>31. Notices</b>	<p>31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.</p> <p>31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>32. Taxes and Duties</b>	<p>32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods &amp; Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.</p>
<b>33. Price Reasonability</b>	<p>The prices quoted to the SHC&amp;ME Department, Government of the Punjab shall not be more than MRP (Maximum Retail Price) fixed by the Federal Government under DRAP Act, 2012 / The Drugs Act, 1976.</p>
<b>34. DRAP Act 2012 / The Drug Act 1976 and rules framed thereunder</b>	<p>All supplies will comply with the provision of DRAP Act, 2012 / Drugs Act, 1976 and rules framed there under</p>

## Section-VI. Special Conditions of Contract

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

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agencies are:

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

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

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

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

### 2. Country of Origin (GCC Clause 3)

All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan.

### 3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee is **up to 10% (to be decided by the Procuring Agency as per PPR-2014)** of the Contract Price.

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

### 4. Inspections and Tests (GCC Clause 8)

**GCC 8.6—**

- The Supplier firm shall be bound to provide primary reference standard (s)/traceable secondary standard (s) to the concerned Drugs Testing Laboratories of Punjab as and when demanded. In case of secondary reference standard, the certificate of analysis and proof of traceability shall also be provided by the contractor. The delay in provision of the required standards as specified, shall not be attributable to the procuring agency.
- After delivery of drugs and medicines at the Purchaser's / Procuring Agency's premises, the Purchaser shall send the samples from **each batch** of the supplied store to the Drugs Testing Laboratory, Punjab, for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods after receipt of standard quality report of each batch of supplied store issued by DTL concerned under Drugs Act 1976/DRAP Act 2012 & rules framed thereunder. **The cost of samples and lab tests** shall be borne by the Supplier.
- In case of **Adverse / Failure** report of any batch, the Supplier has the right to go for appellate laboratory. If it is again declared substandard, the Supplier will be intimated and they will be bound to re-supply the **entire fresh stock** of that batch **free of cost** within the reasonable time period to be intimated by the purchaser but

not later than **21 days (three weeks)** from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory Authority for **legal action** as per Drugs Act 1976 and **disposal of substandard stocks**.

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

## **5. Packing (GCC Clause 9)**

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

### **Labeling and Packing**

- i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.
- ii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip/ Blister, Tubes etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license no., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in strip / blister pack (one side aluminum and other side PVC/PVD). Expiry date must be printed on each strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps.
- iii. The condition of green packing is relaxed for drugs imported in finished form, but the supplier will be instructed to print/stamp/affix a sticker as per requirement of individual item (*after considering the condition of storage of each item*).
- iv. The quality of packing material, its labelling, packing structure and printing will be same as that of their commercial supply but according to government supply color scheme.

#### **c) Additional instructions for packing**

- i. The suppliers are required to furnish the Warranty certificate with regard to the potency and stability (Including coloration of medicines) of the Drug/Medicine & Medical device for human consumption etc. in accordance with the Drugs Act 1976, DRAP Act 2012, Punjab Drugs (Amendments) Act 2017 & rules framed thereunder on notarized stamp paper of Rs.100/-
- ii. 2-D Data Matrix Bar code is compulsory (for Local Manufacturers) to be placed at unit carton of supplies to be received as per regulatory requirement.
- iii. The bidder shall supply the Drugs/Medicines/Items in special green packing with Logo of the Government of Punjab (exempted for imported items). The following wording/insignia shall be printed in bold letters both in Urdu & English in indelible red color ink on each carton, pack, bottle, strip / blister, tubes, vial /ampoule etc. In combo Packs the sterilized water for injection / solvent shall bear the wording/insignia on the vial/ampoules etc.

**“SFMKB INSTITUTE OF CARDIOLOGY”**  
**“PUNJAB GOVERNMENT PROPERTY”**  
**“NOT FOR SALE”**

- iv. After signing of the Contract, the Supplier shall submit the samples of finished medicines in accordance with the above instructions for approval of the department. All subsequent supplies must be in accordance with the approved samples.
- v. The Artwork of final packaging/label will be approved by the committee notified by procuring agency.

**6. Delivery and Documents**

**(GCC Clause 10)**

- i. The Supplier shall arrange such transportation of the medicines & medical devices etc. required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. The goods shall be delivered through reputable courier service having following features to ensure quality, quantity, safety & efficacy of supplied medicines & surgical disposable items:
  - i. Traceable online dispatch and delivery record
  - ii. Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies
- ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.
- iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.
- iv. The firm will be bound to provide stocks in reefer container(s) for delivery of goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods.

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

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

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

- (i) copies of the Supplier’s invoice/Performa invoice showing Goods’ description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note,

or a multimodal transport document) which the buyer may require to take the goods;

- (iii) copies of the packing list identifying contents of each package;
- (iv) Insurance certificate ;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) Certificate of origin.

**In case of DDP:**

- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.
- ii. Certificate of Analysis / Lot Release Certificate
- iii. Delivery Challan

**7. Insurance**

**(GCC Clause 11)**

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

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

**GCC 13.1**—Incidental services to be provided are:

- i. The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii. All costs associated with the transportation including loading/unloading of drugs, medicines & medical devices etc. and road taxes shall be borne by the Supplier.
- iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.

**9. Spare Parts**

**(GCC Clause 14)**

**GCC 14.1**— Spare parts not applicable

**10. Warranty**

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

**11. Warranty provision**

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

In case of **substandard/failure** report of any batch, the Supplier has the right to go for appellate laboratory. If it is again declared substandard, the Supplier will be intimated and they will be bound to re-supply the **entire fresh stock** of that batch **free of cost** within the reasonable time period to be intimated by the purchaser but not later than **21 days (three weeks)** from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory Authority for **legal action** as per Drugs Act 1976 and **disposal of substandard stocks**.

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

## **12. Payment (GCC Clause 16)**

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

### **Payment for Goods supplied:**

- i. 100% Payment to the Suppliers will be made*
  - a. against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.*
  - b. on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax.*
- ii. Part Supply and Part Payment is allowed, but the Payment will only be made after inspection and Satisfactory Drug Testing Report*

## **13. Prices (GCC Clause 17)**

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

## **14. Liquidated Damages (GCC Clause 23)**

**GCC 23.1**—Applicable rate: **0.067%** per day of the cost of late delivered supply  
In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ **0.067 %** per day of the cost of late delivered supply shall be imposed upon the Supplier.

**Maximum deduction: 10% of Contract value**

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



## 15. Resolution of Disputes (GCC Clause 28)

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

- i. As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.
- ii. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

## 16. Governing Language (GCC Clause 29)

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

## 17. Applicable Law (GCC Clause 30)

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

## 18. Notices (GCC Clause 31)

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

**Name, SFMKB Institute of Cardiology, Dera Ghazi Khan,  
Phone No. mssfmkbicdgkhan@gmail.com**

—Supplier's address for notice purposes:

## 19. Shelf life

- i. The shelf life must be up to **85% for the locally manufactured drugs** and **75% for the imported drugs**.
- ii. The lower limit of the shelf life must be up to **80% and 70% with imposition of 1% penalty charges** of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.
- iii. In case of *vaccines & other biotechnical products*, the stores with the shelf life up to **70%** will be accepted without penalty charges and **up to 60%** with imposition of **1% penalty charges** of actual shortfall in shelf life below prescribed limit".

**SECTION-VII. SCHEDULE OF REQUIREMENTS**

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

**RESPECTIVE CONSIGNEE’S END:**

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

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

**Section-VIII: Forms**

## 8.1 Bid Form

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

Date: \_\_\_\_\_

To: **SFMKB Institute of Cardiology DG Khan**

Dear Sir / Madam:

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

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

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

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

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

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

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

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

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

(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## **8.2 Bidder's JV Members Information Form**

**NOT ALLOWED / NOT APPLICABLE**

### **8.3. Manufacturer's Authorization Form**

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

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

**To:** *[name of the Procuring Agency]*

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

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

---

*[Signature for and on behalf of Manufacturer]*

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

### 8.4. Bidder Profile Form

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

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



### 8.5. General Information Form

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

	Particulars			
<b>Company Name</b>				
<b>Abbreviated Name</b>				
<b>National Tax No.</b>			<b>Sales Tax Registration No</b>	
<b>PRA Tax No.</b>				
<b>No. of Employees</b>			<b>Company's Date of</b>	
			<b>Formation</b>	

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

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

## 8.6. Affidavit

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

**Name:** \_\_\_\_\_  
(Applicant)

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

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

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

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

The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.

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

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

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

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

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

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

**8.7. Performance Guarantee Form**

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

To,   
 *[name and address of the Procuring Agency]*

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

1. *[Please insert details].*

(Here in after called "the Contract").

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

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

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

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

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Seal \_\_\_\_\_  
Date \_\_\_\_\_

### 8.8. Technical Bid Form

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

<b>Sr. No.</b>	<b>Item name</b>	<b>Brand name</b>	<b>Pack size</b>	<b>Quantity</b>	<b>Country of Origin</b>	<b>Specifications</b>

**Stamp & Signature of Bidder** \_\_\_\_\_

## 8.9. Contract Form

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

### CONTRACT FORM

#### AGREEMENT

**THIS CONTRACT** is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, between the { **SFMKB Institute of Cardiology DG Khan** }, (hereinafter referred to as the “Purchaser”) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

**WHEREAS** the Purchaser invited bids for procurement of goods, in pursuance whereof M/s (*firm name*) being the Manufacturer/ authorized sole agent /Supplier of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas, the Purchaser has accepted the bid by the Supplier as per following detail;

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

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

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

thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.

- ii. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
- iii. [The Supplier] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.
- v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, [The Supplier] agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through negotiation / mediation. If, after thirty (30) days from the commencement of such informal negotiations / mediation, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

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

- (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).

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

**6. Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

**7. Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]

**8. Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.

**9. Performance Guarantee/Security:**

(i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 5% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.

(ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee/Security in accordance with sub-clause (i) above.

(iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract.

**10. Penalties/ Liquidated Damages**

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

**cost of late delivered supply shall be imposed upon the Supplier.** Maximum deduction is ten percent (10%) of Contract value. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

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

**For the Purchaser:**  
{SFMKB Institute of Cardiology DG Khan}

**For the Supplier:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**Sealed & Signed on behalf of Procuring  
Agency**

**Name Of Contractor  
Designation in the Firm**

**(Procuring Agency)**

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

**Witnesses-1 on behalf of the Procuring  
Agency**

**Name of Witness  
Designation in the Firm**

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

**Witnesses-2 on behalf of the Procuring  
Agency**

**Name of Witness  
Designation in the Firm**

- C.C.  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_



## 8.10. Financial Bid Form/Price Schedule

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

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

Bid Reference No: \_\_\_\_\_

Tender Enquiry No: \_\_\_\_\_

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

**NOTE:**

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

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

Stamp & Signature of Bidder \_\_\_\_\_

## 8.11. Bid Security Form

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

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

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

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

---

*[Signature of the bank]*

## **8.12. PAYMENT SCHEDULE**

- i. 100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO).**
  - a) against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.**
  - b) on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues(if any) including Professional Tax and DTL Testing Charges**
- ii. Part Supply as per given delivery schedule and Part Payment is allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply as per schedule mentioned in schedule of requirement within due time.**

**SFMKB INSTITUTE OF CARDIOLOGY DERA GHAZI KHAN**


**ANNUAL DEMAND OF MEDICINES FOR THE FINANCIAL YEAR 2024-2025**

Sr.	Drugs / Medicines with Specifications	Estimated Demand	Estimated Unit Rate	Estimated Cost (Rs.)
<b>Antispasmodics &amp; Drugs Affecting GIT Motility</b>				
1	Inj.Atropine1mg/ml,1ml	10000	8.00	80000
2	Inj.Neostigmine2.5mg+Glycopyrolate0.5mg	7500	152.27	1142025
3	Inj.Metoclopramide5mg/ml,2ml	5000	28.00	140000
4	Tab.Domperidone,10mg	23000	2.00	46000
5	Inj.Dimenhydrinate50mg/ml,1ml	16100	8.00	128800
6	Inj. Ondanserton(HCL),4ml	20000	70.00	1400000
<b>Drugs for Ulcer Healing &amp; Reflux Oesophagitis</b>				
7	Inj.Omeprazole,40mg	10000	89.00	890000
8	Syp.Lactulose3.35g/5ml,120ml	3000	150.00	450000
9	Cap.Omeprazole20mg	500000	8.00	4000000
<b>Drugs Acting on Cardiovascular System</b>				
10	Tab.Digoxin0.25mg	85500	2.00	171000
11	Inj.Digoxin0.5mg/2ml,2ml	20000	15.00	300000
12	Inj.Frusemide10mg/ml,2ml	100000	8.08	808000
13	Tab.Spironolactone50mg+Frusemide20mg	661000	5.75	3800750
14	Tab.Spironolactone50mg+Frusemide40mg	656500	7.26	4766190
15	Tab.Carvediolol,6.25mg(scored)	635000	5.00	3175000
16	Tab.Frusemide40mg+AmilorideHCl,5mg	834500	5.51	4598095
17	Tab.Spironolactone,100mg	17000	8.87	150790
18	Tab.Metolazone,5mg	22000	50.00	1100000
19	Inj.Adenosine3mg/ml,6ml	15000	1500.00	22500000
20	Tab.AmiodaroneHCl,200mg	100000	8.00	800000
21	Inj.AmiodaroneHydrochloride150mg/ml,3ml	100000	56.33	5633000
22	Inj.Lignocain2%,10ml	10000	18.00	180000
23	Inj.Verapamil,2.5mg/ml,2ml	5000	90.00	450000
24	Tab.Atenolol,50mg	300000	1.72	516000
25	Tab.Propranolol,10mg	272000	1.51	410720
26	Tab.Carvedilol,12.5mg(Scored)	677500	7.50	5081250
27	Tab.Metoprolol,50mg	450000	4.11	1847250
28	Inj.MetoprololTartarate1mg/ml,5ml	63000	63.00	3969000
29	Tab.Bisoprolol,5mg	300000	15.00	4500000
30	Tab.Ivabradine,5mg	127000	10.20	1295400
31	Inj.Hydralazine(HCL),20mg	250000	25.00	6250000
32	Tab.Lisinopril,5mg	589000	5.95	3504550
33	Tab.LosartanPotassium,50mg	200000	4.90	980000
34	Tab.Valsartan,80mg	574500	5.00	2872500
35	Tab.Sacubitril+Valsartan,50mg	8300	17.86	148238
36	Tab.GlycerylTrinitrate,0.5mgS/L	89500	1.20	107400
37	Inj.GlycerylTrinitrate1mg/ml,10ml	1000	100.00	100000
38	SprayGlycerylTrinitrate,0.4mg/Dose	25	300.00	7500
39	Inj.IsosorbideDinitrate,10mg/10ml	50000	220.00	11000000
40	Tab.Diltiazem,30mg	253500	4.00	1014000
41	TabAmlodipine5mg	1100000	2.20	2420000
42	InjNor-Adernaline1mg/ml,4ml	50000	74.35	3717500

43	Tab.Nicorandil,10mg	60000	12.00	720000
44	Tab.Ranolazine,500mg	10000	20.00	200000
45	Inj.Adrenaline0.1%W/V,1mg/ml,1ml	114800	8.00	918400
46	Inj.Heparin5000IU/ml,5ml	50000	900.00	45000000
47	Tab.Warfarin,5mg	147000	5.25	771750
48	Inj.Enoxaprin,60mg	10000	620.12	6201200
49	Tab.Aspirin,75mg(EntericCoated)	2000000	1.66	3320000
50	Tab.Aspirin,300mg(Soluble)	298000	1.71	509580
51	Tab.Clopidogrel,75mg	1000000	4.93	4930000
52	Tab.Clopidogrel,300mg	5000	5.00	25000
53	Tab.Ticagrelor,90mg	92000	52.00	4784000
54	Inj.Streptokinase,1.5MIU	3000	5950.00	17850000
55	Tab.Rosuvastatin,10mg,	500000	3.93	1965000
56	Tab.Atorvastatin,20mg	1000000	20.00	20000000
57	Tab.Nebivolol,5mg	10000	20.00	200000
58	InjLabetalol10mg	1000	30.00	30000
59	Inj.Phenylephrine10mg/ml,1ml	5000	52.20	261000
60	Inj.DopamineHCL,200mg/5ml	20000	35.00	700000
61	Inj.DobutamineHCL,250MG/5ML	20000	77.00	1540000
62	Inj.MilrinoneLactate,10mg/10ml	5000	1567.39	7836950
63	Inj.ProtamineSulphate,10mg/ml	1000	180.00	180000
64	Inj.TranexamicAcid500mg/5ml,5ml	5000	88.19	440950
<b>Drugs Acting on the Respiratory System</b>				
65	Soln.IpratropiumBromide0.25%	15000	124.99	1874850
66	Tab.Montelukast,10mg	40000	22.00	880000
67	RotacapBudesonide+Formoterol,200/6mcg	10000	20.00	200000
68	Sol.Beclomethasone0.8mg/2ml	10000	82.13	821300
69	Budesonide200mcg+Formoterol6mcgInhaler	1000	700.00	700000
70	FluticasonePropionate250mcg+Salmeterol25mcg/ Inhaler	4000	1200.00	4800000
71	Formoterol Fumarate Dihydrate 6mcg +Beclomethasone 100mcg Inhaler	2000	1196.19	2392380
72	Syp.Diphenhydramine8mg/5ml+Aminophyline 32mg/5ml+ Ammonium Chloride 30mg/5ml + Menthol 0.98mg/5ml,120ml	15500	100.00	1550000
73	Inj.Aminophyline,25mg/ml	5000	20.00	100000
74	Syp.Acefylline125mg/5ml,120ml	20000	90.00	1800000
75	Tab.Theophyline,350mg	5000	5.00	25000
76	BeclomethasoneDipropionate40mg+ Salbutamol Sulphate suspension	5500	99.96	549780
77	Inj.PheniramineMaleate,25mg/ml	1500	8.00	12000
78	Tab.Cetirizine,10mg	52500	10.00	525000
79	Tab.Desloratidine,5mg	50500	12.00	606000
<b>Drugs Acting on the Central Nervous System</b>				
80	Inj.ValproicAcid,500mg	200	150.00	30000
81	Inj.Haloperidol,5mg/ml	500	50.00	25000
82	Inj.Levetiracetam,500mg/5ml	3000	300.00	900000
83	Tab.Alprazolam,0.5mg	5000	7.00	35000
84	Inj.Midazolam,5mg/5ml	5000	122.00	610000
<b>Drugs used in the Treatment of Infections Antibacterial Drugs</b>				
85	Inj.BenzylPenicillin,10Lacunits	1000	35.00	35000

86	Inj.Benzathinepeniciline1.2millionunits	1000	65.00	65000
87	Tab.Amoxicillin+ClavulanicAcid,625mg	30000	17.00	510000
88	Susp.Co-Amoxiclav156.25mg (Amoxycillin125mg+Clavulanic31.25mg)	500	136.00	68000
89	Inj.Cephradine,500mg	7000	50.00	350000
90	Cap.Cefixime,400mg	40000	35.00	1400000
91	InjCefoperazoneSodium+Sulbactum1g	5000	119.00	595000
92	InjCefoperazoneSodium+Sulbactum2g	5000	195.00	975000
93	InjCeftriaxone1gwithDistailedwater	30000	300.00	9000000
94	InjAmikacin500mg	2000	99.00	198000
95	Inj.Gentamicin,80mg/ml,2ml	1500	32.00	48000
96	Inj.piperacillin4g+Tazobactun0.5g	5000	570.00	2850000
97	Inj.Vancomycin500mg	5000	300.00	1500000
98	InjCiprofloxacin200mg/100ml	1000	160.00	160000
99	Tab.Ciprofloxacin,500mg	5000	9.00	45000
100	Inj.Moxifloxacin,400mg/250ml	2500	105.00	262500
101	Cap./TabAzithromycin,500mg	20000	20.00	400000
102	Tab.Linezolid,600mg	10000	30.00	300000
103	InjLinezolid600mg/300ml	2000	319.00	638000
104	Inj.Imipenem500mg+Cilastatin(Na)500mg	5000	890.00	4450000
105	InjMeropenem500mg	2000	480.00	960000
106	InjMeropenem1g	2000	1200.00	2400000
107	Inj.Metronidazole,500mg/100ml	3200	73.00	233600
108	Tab.Metronidazole,400mg	3500	2.00	7000
<b>Drugs used in the Treatment of Endocrine System Disorders</b>				
109	Inj.Insulin(Regular),100IU/ml,10ml	1000	515.00	515000
110	Inj.Insulin70/30,100IU/ml,10ml	500	515.00	257500
111	Tab.MetforminHCl,500mg	500000	5.00	2500000
112	Inj.HydrocortisoneSod.Succinate,250mg	15000	187.00	2805000
113	Inj.Dexamethasone4mg/ml,1ml	10000	15.00	150000
<b>Drugs Affecting Nutrition &amp; Blood</b>				
114	Inj.MagnesiumSulphate50%,500mg/ml	4000	15.00	60000
115	Tab.PotassiumChloride,500mg	2000	17.00	34000
116	Inj.PotassiumChloride,7.45%w/v,25ml	15000	15.00	225000
117	Inj.SodiumBicarbonate8.4%w/v,20ml	15000	21.00	315000
118	Inf.Polygeline/GelatinSolutions,3.5%	5000	545.00	2725000
119	Inj.Cardioplegia,10ml	2000	87.00	174000
120	DextroseWater5%,1000mlēl.V.Set	5000	100.00	500000
121	DextroseWater25%20ml,25ml	20000	17.00	340000
122	NormalSaline0.9%25ml	20000	40.00	800000
123	NormalSaline0.9%,100ml	30000	42.00	1260000
124	NormalSaline0.9%,500mlēl.V.Set	75000	65.00	4875000
125	NormalSaline0.9%,1000mlēl.V.Set	10000	73.00	730000
126	RingerLactateSolution,500mlēl.V.Set	20000	66.00	1320000
127	RingerLactateSolution,1000mlēl.V.Set	20000	75.00	1500000
128	Dextrose 4.3%+ Sodium Chloride 0.18 IV Solution 500ml	2000	66.00	132000
129	Inj. CalciumGluconate10%,10ml	10000	10.00	100000
130	Inj.CalciumChloride20%w/v,200mg/ml	1000	50.75	50750
131	Inf.Mannitol20%,500mlēl.V.Set	2000	160.00	320000
132	Inj.Albumin(Human)20%,50ml	1000	9500.00	9500000

133	LipidInfusion20%,250ml	1000	450.00	450000
<b>Drugs used in the Treatment of Musculoskeletal &amp; Joint</b>				
134	TabParacetamol	200000	2.20	440000
135	Susp.Ibuprofen,100mg/5ml,120ml	500	75.00	37500
136	Inj.DiclofenacSodium,75mg/3ml	30000	5.00	150000
137	Tab.DiclofenacSodium,50mg	10000	5.00	50000
138	Tab.DiclofenacPotassium,50mg	25000	5.00	125000
<b>Drugs Acting on the Skin</b>				
139	TopicalSoln.Povidone-Iodine10%,450ml	10000	680.00	6800000
140	PovidinelodineScrub,450ml	1000	763.00	763000
141	MethylatedSpirit(Liters)	1000	300.00	300000
<b>Drugs Used in Anaesthesia</b>				
142	Inj.KetamineHCl,100mg/2ml	2000	53.00	106000
143	Inj.Propofol1%edta,10mg/ml	6000	325.00	1950000
144	Soln.Isoflurane,100ml	1000	1096.00	1096000
145	Inj.AtracuriumBesylate10mg/ml,5ml	10000	205.00	2050000
146	Inj.Cisatracurium2mg/ml,5ml	2000	600.00	1200000
147	Inj.Suxamethonium/ SuccinylCholine, 100mg/2ml	2500	45.00	112500
148	Tab.TramadolHCl37.5mg+Paracetamol325mg	30000	15.00	450000
149	Inj.TramadolHCl,50mg/ml	15000	21.00	315000
150	LignocainGel2%,15gm	20000	55.00	1100000
151	LidocainSpray2.4%	100	900.00	90000
<b>Contrast Media (Non-Ionic)</b>				
152	Contrast Media (Non-ionic) 100ml	20000	5000.00	100000000
<b>Others/Miscellaneous</b>				
153	Tab.Prednisolone,5mg	12000	2.50	30000
154	Susp.ZincSulphate20mg/5ml,60ml	1000	60.00	60000
155	Tab.Sitagliplin+Metformin 50/150	50000	32.00	1600000
156	Tab.Amlodipine+Valsartan5/80mg	256500	23.00	5899500
157	Tab.Amlodipine+Valsartan10/160mg	256500	30.00	7695000
158	Tab.Rivaroxaban20mg	50000	30.00	1500000
159	Tab.Mecobalamine500mcg	50000	5.00	250000
160	Tab.MethylDopa 250mg	5000	10.00	50000

  
**MEDICAL SUPERINTENDENT**  
**SFMKB INSTITUTE OF CARDIOLOGY**  
**DERA GHAZI KHAN**

**SFMKB INSTITUTE OF CARDIOLOGY DERA GHAZI KHAN**

**ANNUAL TENDER DEMAND F.Y 2024-25**

**DRUGS/MEDICAL DEVICES & SURGICAL DISPOSABLE ITEMS**

<b>Sr.</b>	<b>Name of Items</b>	<b>Specifications</b>	<b>Annual Demand</b>	<b>Unit Rate</b>	<b>Estimated Cost (Rs.)</b>
<b>GENERAL DISPOSABLES</b>					
1	Arterial Line with Guide wire	Radial-20G	5000	3000.00	15000000
2	Arterial Line with Guide wire	Femoral-18G	5000	3000.00	15000000
3	Air Cushion	PVS antibedsore	150	680.00	102000
4	Ambu Bags with Mask-Disposable	Adult	100	5600.00	560000
5	Ambu Bags with Mask-Disposable	Paeds	50	5600.00	280000
6	Auto Clave Tape	25mmx50m	400	900.00	360000
7	Blood Lancet Needle		50000	4.13	206500
8	Breathing Ventilator Circuit -3 Lumen	with elbow connector Adult	2000	1920.00	3840000
9	Breathing Ventilator Circuit -3 Lumen	with elbow connector Paeds	50	1920.00	96000
10	CPAP Mask	Adult	250	16000.00	4000000
11	CPAP Mask Complete Set	Adult	100	17650.00	1765000
12	CVP Line	Single Lumen-14 G	100	3250.00	325000
13	CVP Line	Triple Lumen-Adult- 7,7.5,8.0 Fr	1000	4850.00	4850000
14	CVPLine	Triple Lumen -Paeds - 5.5 Fr Large & Extra Large:	100	6200.00	620000
15	Chest Drainage System	Single Chamber	200	700.00	140000
16	Chest Drainage System	Tripple Chamber	2000	9500.00	19000000
17	Catheter Mount		100	400.00	40000
18	Diathermy Earth Plate		500	250.00	125000
19	Diathermy lead	Short Tip	1000	175.00	175000
20	Disposable Air Way	All Sizes	500	190.00	95000
21	Disposabler Caps	Large Size	20000	4.00	80000
22	Disposable Syringe with Needle	1 ml	70000	9.00	630000
23	Disposable Syringe with Needle	Auto Destructive-3 ml	300000	12.00	3600000
24	Disposable Syringe with Needle	Auto Destructive-5 ml	500000	12.00	6000000
25	Disposable Syringe with Needle	10 ml	300000	15.00	4500000
26	Disposable Syringe with Needle	20 ml	50000	50.00	2500000
27	Disposable Syringe with Needle	50 ml	10000	90.00	900000
28	Disposable Syringe-Bladder Wash	60 ml	10000	100.00	1000000
29	Disposable Syringe with Needle	Insulin	100000	15.00	1500000
30	ECG Paper "Z" Fold	Cardio line (preferable 12 channel)	15000	1240.00	18600000
31	ECG Chest Electrodes	for ETT	30000	9.00	270000
32	ECG Chest Electrodes	Adults	350000	21.00	7350000
33	ECG Roll	63mm x 30M	2000	702.00	1404000
34	ECG Roll	80mm x 20M	5000	148.00	740000
35	Endotracheal Tube with Cuff	3.0.....8.0fr	2500	221.00	552500
36	Endotracheal Tube without Cuff	2.5.....8.5fr	50	160.00	8000
37	ETT Stylet	Adults All Sizes	2000	750.00	1500000
38	Examination Gloves	Latex-Medium & Large	100000	5.00	500000
39	Foleys Catheter-Rubber	All Sizes	5000	150.00	750000
40	Foleys Catheter-Silicon Coated	Adults-All sizes	5000	424.00	2120000
41	Face Mask-Disposables	3 Ply-Large	10000	10.00	100000



42	Gauze Swabs / Sponges X-Ray Detectable	10x25cm (15 Ply)	5000	998/pack of 25	5000
43	Gauze Swabs / Sponges (Sterilized)	10x10cm (8 Ply)	4000	883/pack of 100	4000
44	Gauze Swabs / Sponges (un-Sterilized)	10x10cm (12 Ply)	5000	1168/pack of 100	5000
45	Glucometer Strips with free Glucometer		150000	14.50	2175000
46	HME Filter	Adults- Peads All sizes	600	360.00	216000
47	I.V Burette	100ml	20000	300.00	6000000
48	I.V Cannula with injection part with integrated closing cone -Sterile Pack	14	200	218.00	43600
49	I.V Cannula with injection part with integrated closing cone -Sterile Pack	16	200	218.00	43600
50	I.V Cannula with injection part with integrated closing cone -Sterile Pack	18	1500	218.00	327000
51	I.V Cannula with injection part with integrated closing cone -Sterile Pack	20	50000	218.00	10900000
52	I.V Cannula with injection part with integrated closing cone -Sterile Pack	22	50000	218.00	10900000
53	I.V Cannula-Sterile Pack	24	2000	218.00	436000
54	Injector Syringe	190ml with QFT, Compatible	300	3000.00	900000
55	Manometer Line	200cm	10000	229.00	2290000
56	Nasal Cannula	Adults	3000	212.00	636000
57	Nasal Cannula	Peads	1000	230.00	230000
58	Naso-Gastric Tube	Adults	2500	29.00	72500
59	Naso-Gastric Tube	Peads	100	20.75	2075
60	Nebuliser Kit	Adults	12000	270.00	3240000
61	Nebuliser Kit	Peads	1500	270.00	405000
62	Nelton Catheter	All Sizes	5000	25.00	125000
63	Oxygen Mask	Adults	5000	212.00	1060000
64	Oxygen Mask	Peads	1500	414.00	621000
65	Prolong Tube	120 & 150cm	25000	189.00	4725000
66	Pressure Monitoring Kit	Double	400	4900.00	1960000
67	Anti-embulism Stocking	All Sizes	200	1500.00	300000
68	Sucation Catheter - Rubber	All Sizes	15000	19.00	285000
69	Surgical Tape -Transparent	2"(10 Yard)	10000	991.00	9910000
70	Surgical Tape -Transparent	3"(10 Yard)	18000	1486.00	26748000
71	Surgical Gloves	All Sizes	50000	172.00	8600000
72	Surgical Gloves	Powder Free- All Sizes	2000	180.00	360000
73	TPM Leads		1500	8821.00	13231500
74	TPM Sheath	5,6 Fr	1200	1679.00	2014800
75	Temporary Myocardal Lead with connector		1500	2339.00	3508500
76	T connector		2000	541.00	1082000
77	Three Way stopper without Connector		25000	221.00	5525000
78	Thermal Roll	110mm x 20 Mtr	400	980.00	392000
79	Urine Bag	Adult	5000	89.00	445000
80	Aqueous Based (Non Alcoholic) handrub Disnifecant	1000ml	500	1121.00	560500
81	Mildly Alkaline Enzymatic Instrument Cleaner	5ltr/pack	25	22420.00	560500
82	PH Neutrilizing Rinsing Oil	5ltr/pack	10	21240.00	212400
83	Chlorhexidine solution	1ltr/pack	10	1404.00	14040


**ANGIOGRAPHY/ ANGOPLASTY DISPOSABLE**

84	Ablation Catheter		50	16800.00	840000
85	Export Catheter	6F	2000		
86	Connected leads for Ablation Catheter		5	107800.00	539000
87	CRTP Biventricular Device with Quadripolar LV Leads		5	700000.00	3500000
88	CRD2 Catheter		50	56000.00	2800000
89	Connected leads for CRD2 Catheter		5	45000.00	225000
90	Cutting Balloon		15	200421.00	3006315
91	Covered Stents	For coronary - ALL SIZES	7	325000.00	2275000
92	Top of the Line-Drug Eluting Stents - Registered	Latest Version -FDA Approved as per DRAP Notification dt .06-07-	1500	76000.00	114000000
93	Standard top of the line -Drug Eluting Stent Registered	FDA approved -As per DRAP Notifications dt. 06-07-2018(1)(ii)	1500	48713.00	73069500
94	Clot Aspiration Catheter		100	47000.00	4700000
95	Diagnostic Catheter	MP	200	1890.00	378000
96	Diagnostic Catheter	NIH	200	3584.00	716800
97	Diagnostic Catheter	Pigtail	200	1890.00	378000
98	Diagnostic Catheter	JL 3.5 + JL 4	15000	1890.00	28350000
99	Diagnostic Catheter	JR 4	15000	1890.00	28350000
100	Diagnostic Catheter	Tig 4- 5F	500	1890.00	945000
101	deca polar catheter-Streable		50	122000.00	6100000
102	Connected leads for Deca polar Catheter		5	76000.00	380000
103	Connected leads for Duo Deca polar Catheter Streable		2	65000.00	130000
104	Drug Eluting Balloon	All Sizes	100	69990.00	6999000
105	FFR Pressure wire		50	82000.00	4100000
106	Guide wire 150 cm-J tip	0.035/0.038	12000	1093.00	13116000
107	Guide wire 150 cm	0.025	100	1093.00	109300
108	Guide wire 260 cm-J tip	0.035/0.038	10000	2079.00	20790000
109	Guide wire 260 cm	0.025	50	4480.00	224000
110	Guiding Catheter-Left Coronary	XB 3.0-6F	2000	15725.00	31450000
111	Guding Catheter-Left Coronary	XB 3.5-6F	2500	15725.00	39312500
112	Guiding Catheter-Right Coronary	JR 4- 6F	5000	15725.00	78625000
113	Guiding Catheter-Left Coronary	JL4-6F + XB3.0-7F + XB 3.5-7F ,AL0.75, AL1.06F	500	15725.00	7862500
114	IVC Filter	All Sizes	5	150000.00	750000
115	IVUS Catheter	All Sizes	80	233825.00	18706000
116	Long Sheath	SRO /SL1 /SL2/SL3/SL4/SR1/SR2 Sheath	50	105000.00	5250000
117	Manifold	2 Port	13000	843.00	10959000
118	Pressure Line	150 cm	20000	215.00	4300000
119	Guide Extension- Guide Liner Catheter	Guide Extention Device	50	63000.00	3150000
120	Micro Catheter For PCI	Wire Support	50	63000.00	3150000
121	Micro Catheter For PCI (Caravell)	Plaque Modifying	25	63000.00	1575000
122	Micro Snare Catheter	For Coronary (Gooze Neck)	5	52350.00	261750
123	Peel Away Long Sheath For CRTP		5	39900.00	199500
124	Patch For Ablation Catheter		50	3400.00	170000
125	Permanent Pace Maker	VVIR- Complete Set	350	245000.00	85750000

126	Permanent Pace Maker	DDDR- Complete Set	100	427496.00	42749600
127	Permanent Pace Maker Battery	VVIR	10	197000.00	1970000
128	Permanent Pace Maker Battery	DDDR	10	284000.00	2840000
129	PTCA BALLOON	Semi Compliant	3500	10000.00	35000000
130	PTCA BALLOON	Non Compliant	3500	9800.00	34300000
131	PTCA BALLOON	OTW	50	11000.00	550000
132	PTCA Guide Wire	BMW-190cm	4000	18500.00	74000000
133	PTCA Guide Wire	Pilot 50, Pilot 100, Pilot 200	1000	18500.00	18500000
134	PTCA Guide Wire	Fielder FC, XT, Si-One Wire, Gaia 3, Gaia 6, CP12, Whisper, Wiggle,	1000	18133.00	18133000
135	PTCA Inflation Device	With Acessories	3000	7500.00	22500000
136	PTMC Balloon	All Sizes	200	225000.00	45000000
137	Quadripolar Diagnostic Catheter		50	31000.00	1550000
138	Connected Leads for Quadripolar Cetheter		5	45000.00	225000
139	Rota Ablation Bur	All Sizes	100	190877.00	19087700
140	Rota Wire	Compatible with Rota Ablation Bur	100	33404.00	3340400
141	Sheath for transfemoral		5	35000.00	175000
142	Single Chamber ICD Complete Set	with DF 4 Compatibility leads	10	690000.00	6900000
143	Transfemoral Kit	All Sizes	6000	1824.00	10944000
144	Transradial Kit	All Sizes	6000	1991.00	11946000
145	Transeptal Needle		50	85000.00	4250000
<b>Pediatric Disposables</b>					
146	Covered Stents	Mounted	10	525000.00	5250000
147	Guide Wire	Staght & J TIP-Ordinary - 0.035	50	6500.00	325000
148	Guide Wire	Exchange Length Extra stiff	50	13000.00	650000
149	Guide Wire	straght & J TIP-Exchange - 0.035	50	9000.00	450000
150	Pressure Line	Peads-Compatible with injector Syringe	400	215.00	86000
<b>Cardiac Surger &amp; ICU Disposables</b>					
151	Annuloplasty Rings -Saddle Shape, Physio- ii	For mitral valve	10	101500.00	1015000
152	Arotic punch	3.5mm,4mm,4.4mm	10	4500.00	45000
153	Bio Glue	2ml	30	29450.00	883500
154	Bone Wax		100	961.00	96100
155	Bovine pericardial patch		5	75000.00	375000
156	Bovine pericardial valve	FDA-approve all sizes	5	350000.00	1750000
157	BY Pass Drape Set		100	8650.00	865000
158	Composite Arotic Graft with valve	FDA-approve all sizes	50	450000.00	22500000
159	Embolectomy Catheter	All sizes	20	10439.00	208780
160	Heart valves (tissue, biological porcine)	Aortic all sizes -FDA Approved	20	410000.00	8200000
161	Heart valves (tissue, biological porcine)	Mitral-all sizes-FDA Approved	20	410000.00	8200000
162	Heart valves (Mechanical,biyleafelt, made of pyrolite carbon (Rotatable)	Aortic all sizes -FDA Approved	20	350000.00	7000000
163	Nylon tape		500	502.00	251000
164	polybutylated Coated Braided polyester	2/0,90cm,25/26mm,taper 1/2 DN	100	1644.00	164400
165	polybutylated Coated Braided polyester	2/0,75/90CM,17/18MM,taper 1/2 DN	100	1896.00	189600

166	Polyglactin / polyglycolic acid	0,90cm,40mm,cutting 1/2 CRB	100	975.00	97500
167	Polyglactin / polyglycolic acid	1,90cm,40mm taper 1/2	100	915.00	91500
168	Polyglactin / polyglycolic acid	2/0, 70cm ,26mm,RB 1/2	100	1698.00	169800
169	Polyglactin / polyglycolic acid	3/0, 75cm, 16mm,cutting , 3/8	100	996.00	99600
170	polymer pladget	7mmx3mmx1.5mm	100	8461.00	846100
171	polypropylene	2/0,90cm,25/26mm,taper 1/2 DN	100	1213.00	121300
172	polypropylene	2/0,60mm,75cm straight	100	1795.00	179500
173	polypropylene	3/0,25/26mm,90cm, taper 1/2 DN	1000	1121.00	1121000
174	polypropylene	4/0,90cm,16mm,taper 1/2 DN	1000	2291.00	2291000
175	polypropylene	5/0,75cm,13mm,taper 3/8 DN	1000	2291.00	2291000
176	polypropylene	5/0,90cm,17mm,taper 3/8 DN	1000	2425.00	2425000
177	polypropylene	6/0,75cm,13mm,taper 3/8 DN	1000	2449.00	2449000
178	polypropylene	7/0,60cm,9.3mm,taper 3/8 DN	1000	2377.00	2377000
179	polypropylene	8/0,8mm,9.3mm,3/8 CRB,DN	500	2361.00	1180500
180	Redivac drain bottle		100	533.00	53300
181	Shunt intra coronary	All sizes	100	9000.00	900000
182	SILK	1,37/40mm,T-P Cutting	5000	957.00	4785000
183	SILK	2,37/40mm,T-P Cutting	5000	959.00	4795000
184	SILK	2/0,,25/26mm,T-P Cutting	5000	969.00	4845000
185	SILK	3/0,30/31mm,T-P Cutting	5000	890.00	4450000
186	Steel wire	4/0,48mm	50	4770.00	238500
187	Steel wire	5/0,48mm	100	5685.00	568500
188	Surgeon Gown	Reinforced	1500	738.00	1107000
189	Surgical dressing	9cmx30cm	10000	95.00	950000
190	Surgical dressing (Transparent polyurethane film dressing	large	1000	4543.00	4543000
191	VSD patch		100	26500.00	2650000
<b>Perfusion Disposable-Adults</b>					
192	Arotic cannula	Non wired straight tip- adult - all sizes	1000	4200.00	4200000
193	Arotic cannula	Wired angle tip- adult -all sizes	1000	10000.00	10000000
194	Arterial cannula with elongated one piece	All sizes	1000	3099.00	3099000
195	Aortic root cannula with vent line	Adult -all sizes	500	3099.00	1549500
196	Cardioplegia Cannula -vessel tip		500	1500.00	750000
197	Cardioplegia delivery system	with acessories-(as per scale)	500	31500.00	15750000
198	Cartridges for ACT machine		5000	960.00	4800000
199	Coronary ostial cannula	All sizes	100	2475.00	247500
200	Femoral arterial cannula	All sizes	10	64000.00	640000
201	Femoral venous cannula	All sizes	10	64000.00	640000
202	Femoral venous cannula insertion kit		20	13000.00	260000
203	Hemoconcentractor set	Suitable for MUF- small adult	50	16000.00	800000
204	Intra aortic balloon catheter	Linear for adult long patient - all sizes	50	275000.00	13750000
205	Intra aortic balloon catheter	Fiber optics -all sizes	10	75000.00	750000

206	Level Deducter dticker disposable	For Maquet / jostra heart lung machine HL-20	10	3000.00	30000
207	Oxygenator Membrane coated with integrated arterial filter +custom tubing pack	Adult -FDA approved - according to SFMKBIC Drawing	50	113187.00	5659350
208	Oxygenator Membrane coated with integrated arterial filter +custom tubing pack	Small adult- FDA approved - according to SFMKBIC Drawing	50	110000.00	5500000
209	Pericardial sumps	Adult	50	2675.00	133750
210	Retrograde cannula for cardioplegia delivery system	all sizes	50	16500.00	825000
211	Straight connector with leur lock	all sizes	10	690.00	6900
212	Sucker nozel	Adult	100	7000.00	700000
213	Suction saftey device	one way value	10	8000.00	80000
214	Venous cannula dual stage wired	Adult- all sizes	100	6700.00	670000
215	Venous cannula single stage straight tip	Adult- all sizes	100	6500.00	650000
216	Venous cannula right angle metal tip	Adult- all sizes	100	8000.00	800000
217	Vent catheter	Adults	200	6400.00	1280000
218	Y- connector with leur lock	all sizes	200	690.00	138000
<b>Perfusion Disposable-Peads</b>					
219	Aortic cannula	Non wired straight tip- Peads -all sizes	200	3500.00	700000
220	Aortic cannula	Wired with angle tip - peads - all sizes	200	10000.00	2000000
221	Aortic root cannula without vent line	Peads-all sizes	200	2500.00	500000
222	Coronary ostial cannula with soft bulb	Peads-all sizes	50	3500.00	175000
223	Hemoconcentractor set	peads	50	15900.00	795000
224	Hemoconcentractor set	Infants	50	15900.00	795000
225	Oxygenator Membrane coated with integrated arterial filter +custom tubing pack	Infants -FDA Approved - according to SFMKBIC Drawing	50	159000.00	7950000
226	Oxygenator Membrane coated with integrated arterial filter +custom tubing pack	Peads-FDA Approved - according to SFMKBIC Drawing	20	117096.00	2341920
227	Oxygenator Membrane coated with integrated arterial filter +custom tubing pack	Neonates-FDA Approved - according to SFMKBIC Drawing	10	159000.00	1590000

  
**MEDICAL SUPERINTENDENT**  
**SFMKB INSTITUTE OF CARDIOLOGY**  
**DERA GHAZI KHAN**

# BIDDING DOCUMENTS

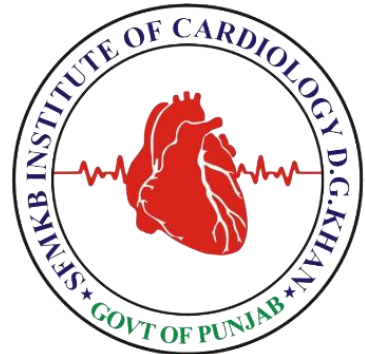
## TENDER FOR FRAMEWORK CONTRACT FOR BULK PURCHASE OF

### **X-RAY/C.T. SCAN/MRI FILMS, PRINTING, STATIONARY, OTHERSTORE / GENERAL STORE ITEMS, BEDDING CLOTHING, LAB KITS & CHEMICAL REAGENTS AND MEDICAL GASES**

(Tender Ref.#: 03/SFMKBIC)



**Health Department**



**SFMKB INSTITUTE OF CARDIOLOGY  
DERA GHAZI KHAN**

**Note:** All bids must be with Index, Proper Binding & Page Marking  
Otherwise bid will not be accepted

# Table of Contents

<b>PREFACE</b> .....	ERROR! BOOKMARK NOT DEFINED.
<b>SECTION-I: INVITATION TO BIDS</b> .....	ERROR! BOOKMARK NOT DEFINED.
1.1 MODEL INVITATION TO BID.....	4
<b>SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)</b> .....	<b>5</b>
2.1. INTRODUCTION .....	5
2.1.1 <i>Scope of Bid</i> .....	5
2.1.2 <i>Source of Funds</i> .....	5
2.1.3 <i>Eligible Bidders</i> .....	5
2.1.4 <i>Cost of Bidding</i> .....	7
2.1.5 <i>One person one bid</i> .....	7
2.1.6 <i>Work Plan/Deputation Plan</i> .....	7
2.2. THE BIDDING DOCUMENTS.....	7
2.2.1 <i>Content of Bidding Documents</i> .....	7
2.2.2 <i>Clarification of Bidding Documents</i> .....	8
2.2.3 <i>Amendment of Bidding Documents</i> .....	8
2.3. PREPARATION OF BIDS .....	9
2.3.1 <i>Language of Bid</i> .....	9
2.3.2 <i>Bid Form</i> .....	9
2.3.3 <i>Bid Prices</i> .....	9
2.3.4 <i>Bid Currencies</i> .....	9
2.3.5 <i>Documents Establishing Bidder's Eligibility and Qualification</i> .....	9
2.3.6 <i>Bid Security</i> .....	10
2.3.7 <i>Period of Validity of Bids</i> .....	11
2.3.8 <i>Format and Signing of Bid</i> .....	11
2.3.9 <i>Minimum Wage rates/all applicable taxes</i> .....	11
2.4. SUBMISSION OF BIDS .....	11
2.4.1 <i>Sealing and Marking of Bids</i> .....	11
2.4.2 <i>Deadline for Submission of Bids</i> .....	12
2.4.3 <i>Late Bids</i> .....	13
2.4.4 <i>Modification and Withdrawal of Bids</i> .....	13
2.5. OPENING AND EVALUATION OF BIDS .....	13
2.5.1 <i>Opening of Bids by the Procuring Agency</i> .....	13
2.5.2 <i>Confidentiality</i> .....	14
2.5.3 <i>Clarification of Bids</i> .....	14
2.5.4 <i>Preliminary Examination</i> .....	15
2.5.5 <i>Examination of Terms and Conditions; Technical Evaluation</i> .....	16
2.5.6 <i>Correction of Errors</i> .....	16
2.5.7 <i>Conversion to Single Currency</i> .....	16
2.5.8 <i>Post-qualification &amp; Evaluation of Bids</i> .....	16
2.5.9 <i>Contacting the Procuring Agency</i> .....	17
2.5.10 <i>Grievance Redressal</i> .....	17
2.6. AWARD OF CONTRACT .....	17
2.6.1 <i>Notification of Award</i> .....	17
2.6.2 <i>Performance Guarantee</i> .....	18
2.6.3 <i>Signing of Contract/ Issuance of work Order</i> .....	18
2.6.4 <i>Award Criteria</i> .....	18
2.6.5 <i>Procuring Agency's Right to Vary Quantities at Time of Award</i> .....	18
2.6.6 <i>Procuring Agency's Right to Accept or Reject All Bids</i> .....	18
2.6.7 <i>Re-Bidding</i> .....	19
2.6.8 <i>Corrupt or Fraudulent Practices</i> .....	19
<b>SECTION-III. TECHNICAL SPECIFICATIONS</b> .....	<b>23</b>
3.1. TECHNICAL SPECIFICATIONS.....	23
3.2 SCOPE OF SERVICES.....	ERROR! BOOKMARK NOT DEFINED.
<b>SECTION-IV: BID DATA SHEET</b> .....	<b>24</b>
4.1. BID DATA SHEET (BDS).....	24
<b>SECTION-V: GENERAL CONDITIONS OF CONTRACT</b> .....	<b>29</b>
1. DEFINITIONS.....	29
2. APPLICATION .....	29
3. COUNTRY OF ORIGIN.....	29
4. STANDARDS.....	29
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY ....	29
6. PERFORMANCE GUARANTEE.....	30

7.	INCIDENTAL MATERIAL .....	30
8.	PAYMENT .....	30
9.	PRICES.....	31
10.	CHANGE ORDERS .....	31
11.	CONTRACT AMENDMENTS .....	31
12.	ASSIGNMENT.....	31
13.	SUB-CONTRACTS .....	31
14.	DELAYS IN THE SERVICE PROVIDER’S PERFORMANCE.....	31
15.	LIQUIDATED DAMAGES.....	32
16.	TERMINATION FOR DEFAULT.....	32
17.	FORCE MAJEURE.....	33
18.	TERMINATION FOR INSOLVENCY .....	33
19.	TERMINATION FOR CONVENIENCE.....	33
20.	RESOLUTION OF DISPUTES.....	34
21.	GOVERNING LANGUAGE .....	34
22.	APPLICABLE LAW.....	34
23.	NOTICES .....	34
24.	TAXES AND DUTIES .....	34
	<b>SECTION-VI. SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>35</b>
	SPECIAL CONDITIONS OF CONTRACT.....	35
	1. <i>Definitions (GCC Clause 1)</i> .....	35
	2. <i>Performance Guarantee (GCC Clause 6)</i> .....	35
	3. <i>Incidental Materials (GCC Clause 7)</i> .....	35
	4. <i>Payment (GCC Clause 8)</i> .....	35
	5. <i>Prices (GCC Clause 9)</i> .....	35
	6. <i>Liquidated Damages (GCC Clause 15)</i> .....	35
	7. <i>Resolution of Disputes (GCC Clause 20)</i> .....	36
	8. <i>Governing Language (GCC Clause 21)</i> .....	36
	9. <i>Applicable Law (GCC Clause 22)</i> .....	36
	10. <i>Notices (GCC Clause 23)</i> .....	36
	<b>SECTION-VII. SCHEDULE OF REQUIREMENTS/WORK PLAN/ DEPUTATION PLAN .....</b>	<b>37</b>
	<b>SECTION-VIII: SAMPLE FORMS.....</b>	<b>49</b>
	8.1 BID FORM .....	49
	6.2.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	8.3. BIDDER PROFILE FORM.....	52
	8.4. GENERAL INFORMATION FORM.....	53
	8.5. AFFIDAVIT.....	54
	8.6. PERFORMANCE GUARANTEE FORM .....	55
	8.7. TECHNICAL BID FORM.....	56
	8.8. CONTRACT FORM.....	57
	8.9. FINANCIAL BID FORM/PRICE SCHEDULE .....	59
	8.10. BID SECURITY FORM.....	60
	<b>SECTION IX- CHECK LIST .....</b>	<b>61</b>



# 1.1 INVITATION TO BIDS

DAILY DUNYA MULTAN www.dunya.com.pk

دُنیا ڈی جی ایم

روزنامہ

دُنیا

مُلتان

جلد نمبر 13 | پتہ: 13، لیکچر 22، 1445ھ سے 8، 2024ء | شمارہ نمبر 139

رہساز نمبر: 357 | فون: 061-4540116-9 | فیکس: 061-4540107 | صفحات: 8 قیمت: 30 روپے

WEDNESDAY, MAY 22, 2024

**SFMKB INSTITUTE OF CARDIOLOGY**  
DERA GHAZI KHAN  
Ph.No.064-9330237 E-Mail: mssfmkbledgkhan@gmail.com

## TENDER NOTICE

SFMKB Institute of Cardiology, Dera Ghazi Khan invited Tenders for following for the Financial Year 2024-25. Registered firms are only allowed to participated. Tenders can be purchased till before a time & day of submission of tender.

Sl No	Tender Description	Bid Security	Estimated cost	Date & Time of Tender Submission	Date & Time of Tender Opening
1	Drug / Medicine	2% estimated cost of quoted item	As per Bidding documents	12.06.2024 (10:30AM)	12.06.2024 (11:00AM)
2	Surgical Disposable & Medical Devices				
3	Cath Lab Items				
4	Medical Gases				
5	Lab Kits and Chemical Reagents				
6	X-Ray / C.T. Scan / MRI Films				
7	Printing				
8	Stationary				
9	Other Store Items / General Store Items				
10	Bedding Clothing				

Interested Bidders having established credentials in terms of technical, managerial and financial capabilities may obtain bidding documents from the office of the undersigned with detail of items & specifications on submission of a written request on firm's letter head and payment of Tender fee of **Rs.3000/- (non-refundable)** in the Accounts Section of Hospital. Tender Notice, Bidding Documents & Lists of requirements can also be viewed / download at PPRA Website ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) and (<https://sfmkbic.org>). Single stage two envelopes bidding procedure as per Rule 38 (2)(a) of PP Rules 2014 (amended) should be applied. The envelopes should be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and eligible letters. **Original CDR should be attached "Financial proposal" (2% CDR should not be defaced).** Bid Security should be in the shape of CDR / Bank Guarantee from any scheduled bank in Pakistan. Sealed bid are required to be submitted in person by the authorized representative of the interested bidder till close time for putting in Tender Box which will be placed in the office of the undersigned on the above said date. Technical Offers will be opened on the same day at scheduled time in the presence of the interested bidders who choose to attend.

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 signing, stamping of firm's authorized person on each page of bidding documents in mandatory.

Bidding document will be available from the office of the undersigned immediately after publication of this advertisement.

Samples of each item from fresh batch will be provided at the time of submission of bid in the quantity / specification as mentioned in bidding documents.

In case the date of opening is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of submission and opening of tenders accordingly, in that case the time and venue shall remain the same.

**MEDICAL SUPERINTENDENT**  
**SFMKB INSTITUTE OF CARDIOLOGY**  
**DERA GHAZI KHAN**  
IPL-4640

## **Section-II: Instructions to Bidders (ITB)**

The invitation for Bids is open to all well reputed firms / companies / general order Service Providers, registered with relevant Registration Authorities and Tax Departments / Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc). The Bids shall be received as per single stage two envelope procedures.

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

### **2.1. Introduction**

#### **2.1.1 Scope of Bid**

- i) SFMKB Institute of Cardiology, Dera Ghazi Khan [The Procuring Agency (PA)], as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of *X-RAY/C.T. SCAN/MRI FILMS, PRINTING, STATIONARY, OTHERSTORE / GENERAL STORE ITEMS, BEDDING CLOTHING, LAB KITS & CHEMICAL REAGENTS AND MEDICAL GASES* as specified in theSection-IV Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidders will be expected to provide theservices for the specified period and timeline (s) as stated in the BDS.

#### **2.1.2 Source of Funds**

- i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

#### **2.1.3 Eligible Bidders**

- i) The Invitation to Bids is open to all Service Providers i.e. association of firms/companies/sole proprietor, registered with relevant Registration Authorities and Tax Departments / Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.), except as provided hereinafter.
- ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.
- iii) Government-owned enterprises may participate only if they are duly /legally authorized in this regard by the respective/relevant competent forum/authority.
- iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA).
- v) The invitation for Bids is open to all prospective bidder / service provider subject to any provisions or licensing/regulatory requirements issued by the respective national / provincial professional statutory body established for that particular trade or business.
- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

- a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
  - b) have controlling shareholders in common; or
  - c) receive or have received any direct or indirect subsidy from any of them; or
  - d) have the same legal representative for purposes of this Bid; or
  - e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
  - f) Submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid.
- xi) A Bidder may be ineligible if –
- (a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
  - (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
  - (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
  - (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
  - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
  - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
  - (g) The firm, Service Provider and contractor is blacklisted/ debarred by any international organization.
- xii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

**2.1.4. Cost of Bidding**

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. -

**2.1.5. One Person One Bid**

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

**2.1.6. Work Plan / Deputation Plan**

- i) The Bidder shall be responsible for the provision of bids as per work plan / deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

**2.2. The Bidding Documents**

**2.2.1. Content of Bidding Documents**

- i) The goods / services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
  - (a) Invitation to Bids
  - (b) Instructions to Bidders (ITB)
  - (c) Technical Specifications
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Special Conditions of Contract (SCC)
  - (g) Schedule of Requirements
  - (h) Bid Form
  - (i) Manufacturer’s Authorization Form
  - (j) Bidder Profile Form
  - (k) General Information Form
  - (l) Affidavit
  - (m) Bid Security Form
  - (n) Technical Bid Form
  - (o) Contract Form
  - (p) Financial Bid Form / Price Schedule
  - (q) Performance Guarantee Form
  - (r) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1(i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

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

### **2.2.2. Clarification of Bidding Documents**

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non- attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.

### **2.2.3. Amendment of Bidding Documents**

- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.
- iii) Before 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 or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders

## 2.3. Preparation of Bids

### 2.3.1. Language of Bid

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

### 2.3.2. Bid Form

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the Items to be provided.

### 2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods / services of which it proposes to provide under the contract.
  - ii) Prices indicated on the Price Schedule shall be item wise / package wise
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.4 (i) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

### 2.3.4. Bid Currencies

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- ii) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

### 2.3.5. Documents Establishing Bidder's

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

## Eligibility and Qualification

- 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 ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
  - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
  - (b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

## 2.3.6. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
  - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for Sixty (60)Days, beyond the validity of Bid which is 120 days..
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than Fifteen (15) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

***“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later: provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.***

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
  - vii) The Bid security may be forfeited:
    - a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
    - b. in the case of a successful Bidder, if the Bidder:
      - i. fails to sign the contract in accordance with ITB Clause 2.6.3; or
      - ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
      - iii. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

### 2.3.7. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

### 2.3.8. Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- iii) Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- iv) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

### 2.3.9. Minimum Wage rates/all applicable taxes

- i) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR / PRA / any other government organization) while preparing financial bid.

## 2.4. Submission of Bids

### 2.4.1 Sealing and Marking of Bids

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
  - ii) The inner and outer envelopes shall:
    - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
    - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE..... (time and date)," *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*
  - iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".



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

v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

**Note:** The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.

vi) The inner and outer envelopes shall:

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

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

- a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.
- b)
- c) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (c) The envelopes containing the **ORIGINAL** and copies will be put in one sealed envelope and addressed / identified as given in **BDS**.

viii) The inner and outer envelopes shall:

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

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

#### **2.4.2 Deadline for Submission of Bids**

i) Bids must be received by the Procuring Agency at the address specified under **BDS** no later than the time and date specified in the Bid Data Sheet.

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

- iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.
- 2.4.3. Late Bids**
- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
  - ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
  - iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
- 2.4.4. Modification and Withdrawal of Bids**
- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.
  - ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
    - iii) No Bid may be modified after the deadline for submission of Bids.
  - iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.7(vii).
  - v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
  - vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

## 2.5. Opening and Evaluation of Bids

### 2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.
- ii) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage ONE Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date

and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.

- iv) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
- v) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- vi) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- vii) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- viii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- ix) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
  - x) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

### **2.5.2. Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

### **2.5.3. Clarification of Bids**

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

- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) evaluation & qualification criteria;
  - b) required scope of *goods / simple services / janitorial services / security services / repair and maintenance / any other services etc.* and related materials.
  - c) all securities requirements;
  - d) tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### **2.5.4. Preliminary Examination**

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:-
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Goods / Service Provider do not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. 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 **Bid Security** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
  - a) meets the eligibility criteria defined in **ITB 2.1.3**;
  - b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;

- c) has been properly signed.
- d) is accompanied by the required securities; and
- e) Is substantially responsive to the requirements of the Bidding Documents.

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

### **2.5.5. Examination of Terms and Conditions; Technical Evaluation**

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

### **2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
  - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7**.

### **2.5.7. Conversion to Single Currency**

- ⇒ All prices / Rates will be quoted in Pakistani Rupees only and including all applicable taxes. The bids quoted without taxes will be rejected.

### **2.5.8. Post-qualification & Evaluation of Bids**

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technical reevaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5.

- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules / Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees etc.

### **2.5.9. Contacting the Procuring Agency**

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

### **2.5.10. Grievance Redressal**

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.
- iv) In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## **2.6. Award of Contract**

### **2.6.1. Notification of Award**

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.
  - ii) The notification of award will constitute the formation of the Contract.

- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7 (v).

**2.6.2. Performance Guarantee**

- i) Within seven (07) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2 (ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

**2.6.3. Signing of Contract/ Issuance of work Order**

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

**2.6.4. Award Criteria**

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

**2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award**

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of **General, Stationery & Computer Stationery, Printing & Linen Store Items** originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

**2.6.6. Procuring Agency's Right to Accept or Reject All Bids**

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. However, the Authority (i.e. PPR-14) may call from the Procuring Agency the justification of those grounds.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

### 2.6.7. Re-Bidding

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

### 2.6.8. Corrupt or Fraudulent Practices

- i) The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

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

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

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

#### ii) **Blacklisting & Debarment:**

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

#### **Substantial Requirements & Procedure for Blacklisting & Debarment:**

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

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



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

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

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

*As per rule 21 of PPR-14:*

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

- (a) acted in a manner detrimental to the public interest or good practices;*
- (b) consistently failed to perform his obligation under the Contract;*
- (c) not performed the Contract up to the mark; or*
- (d) indulged in any corrupt practice.*

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

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and*
- (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.*

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

**(4)** *Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*

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

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

*As per Schedule appended with PPRA-14:*

## SCHEDULE

*see sub-rule (6) of rule 21*

### **BLACKLISTING MECHANISM OR PROCESS**

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
  - (a) *precise allegation, against the bidder or Contractor;*
  - (b) *the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
  - (c) *the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*

16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*
- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.



**MEDICAL SUPERINTENDENT  
SFMKB INSTITUTE OF CARDIOLOGY  
DERA GHAZI KHAN**

## Section-III. Technical Specifications


### 3.1. Technical Specifications

Medical Superintendent invites sealed bids from the firms having established credentials in terms of Technical, Financial and Managerial capabilities for the Contract of X-Ray/C.T. Scan / MRI Films, Printing, Stationary, Other Store items / General Store Items, Bedding Clothing, Lab Kit & Chemical Reagents and Medical Gases as per details given below for financial year 2024-25 further extendable for a period of 03 Months at sole discretion of the authority.

<i>Sr #</i>	<i>Name of Items with Specification</i>	<i>Estimated Price in Rs.</i>	<i>Financial Impact in Rs.</i>

-- sd ---

**STORE KEEPER (CONCERNED)**  
SFMKB INSTITUTE OF CARDIOLOGY  
DERA GHAZI KHAN

  
**MEDICAL SUPERINTENDENT**  
SFMKB INSTITUTE OF CARDIOLOGY  
DERA GHAZI KHAN


## Section-IV: 4.1. Bid Data Sheet (BDS)

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

<b>A. Introduction</b>		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: SFMKB INSTITUTE OF CARDIOLOGY, DERA GHAZI KHAN The subject of procurement is: <b>X-Ray/C.T. Scan / MRI Films, Printing, Stationary, Other Store items / General Store Items, Bedding Clothing, Lab Kit and Chemical Reagents and Medical Gases</b>
2.	2.1.2	Financial year for the operations of the Procuring Agency: <b>2024-25</b> Name of financing institution: <i>Government of the Punjab</i> Name and identification number of the Contract: Tender for X-Ray/C.T. Scan / MRI Films, Printing, Stationary, Other Store items / General Store Items, Bedding Clothing, Lab Kit and Chemical Reagents and Medical Gases Tender Ref.#: 03/SFMKBIC
3.	---	---
4.		Ineligible country(s) is or are: No Country is ineligible
<b>B. Bidding Documents</b>		
5.	2.2.2	The address for clarification of Bidding Documents is: Purchase Cell, SFMKB INSTITUTE OF CARDIOLOGY, DERA GHAZI KHAN
6.	2.2.2	No Pre-Bid Meeting will be held.
7.	2.3.8	The number of documents to be completed and returned is one original and one copy
<b>C. Bid Price, Currency, Language and Country of Origin</b>		
8	2.3.1	Language of the Bid will be <b>English</b>
9	2.3.4	The price quoted shall be fixed, Inclusive of all taxes and in accordance with Minimum Wages as notified by the concerned department. The price of required material / machinery will also be included in the quoted price. No extra payment will be used for that.
10.	2.3.4 & 2.3.9	The quoted price / rates will be fixed including all applicable taxes and in accordance to Minimum Wage Rate. Moreover, If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased in minimum wages declared for such category.
<b>D. Preparation and Submission of Bids</b>		

<b>11.</b>	<b>2.1.3</b>	Qualification Criteria / Knock down criteria. <ol style="list-style-type: none"><li>1. Copy of CNIC of owner</li><li>2. Receipt of Purchase of Tender</li><li>3. The bidders will attach 2% CDR with the financial bid and also attach the defaced photocopy of the CDR with the technical bid.</li><li>4. Acceptance of terms and conditions, tender documents duly signed and stamped</li><li>5. Price Reasonability Certificate on Judicial Paper worth Rs. 100/- mentioning therein that the Prices quoted are not more than the</li></ol>
------------	--------------	---

		<p>prices charged from any agency (Government or private) in Pakistan and in case of any discrepancy the contract shall have to refund the payment charged in excess. Whenever detected.</p> <p>6. The bidder shall have valid registration of NTN, PST, &amp; STN certificate in the name of participating firm.</p> <p>7. Valid Professional Tax Certificate</p> <p>8. The firm / contractor should have at least 05-years of experience of providing such services in any Government institutions with at least Two years experience in Govt. Hospitals.</p> <p>9. An affidavit on stamp paper of Rs.100/- submitting that the firm is never blacklisted on any grounds whatsoever and no litigations in any court of law is pending against firm.</p>
12.	2.1.1	<p>Bid shall be submitted to:            Conference Room, SFMKB INSTITUTE OF CARDIOLOGY, DERA            GHAZI KHAN            City/Town :DERA GHAZI KHAN</p>
13.	2.4.2	<p>The deadline for Bid submission is</p> <p>a) Day : Wednesday</p> <p>b) Date: 12.06.2024</p> <p>c) Time: 10:30 AM</p>
14.	2.5.1	<p>Time, date/ Month/ Year, and place for Bid opening.</p> <p>a) Day : Wednesday</p> <p>b) Date: 12.06.2024</p> <p>c) Time: 11:00 AM</p>
15.	2.6.2	<p>Amount of Performance Guarantee is:  <b>5% of the total Contract Amount</b></p>
16.	2.3.6	<p>Estimated Contract Price is: As per list</p> <p>Amount of Bid security is: <b>against each item</b>  <b>(2% of the Estimated Contract Price)</b> in shape of <b>Bank Guarantee / Bank call-deposit (CDR) or Pay Order (PO)</b></p>
17.	2.3.7	<p>Bid validity period after opening of the Bid is: 120 Days</p>
18.	2.3.8	<p>Number of copies of the Bid to be provided are:            one Original &amp; One copy</p>
<b>E. Opening and Evaluation of Bids</b>		
19.	2.5.1	<p>The Bid opening shall take place at:            Conference Room, SFMKB INSTITUTE OF CARDIOLOGY, DERA            GHAZI KHAN</p> <p>a) Day : Wednesday</p> <p>b) Date: 12.06.2024</p> <p>c) Time: 11:00AM</p>
20.	2.3.4	<p>Rates / Prices will be quoted in only Pakistani Rupee. Moreover, the quoted price will include all applicable taxes.</p>

  
**MEDICAL SUPERINTENDENT**  
**SFMKB INSTITUTE OF CARDIOLOGY**  
**DERA GHAZI KHAN**

## **F. Bid Evaluation Criteria**

**Evaluation Criteria may, inter alia, contain the following:**

### **COMPULSORY PARAMETER**

1. Copy of CNIC of owner / Signatory person
2. Receipt of Purchase of Tender
3. The bidders will attach 2% CDR with the financial bid and also attach the photocopy of the CDR with the technical bid (copy of CDR should not be defaced).
4. Acceptance of terms and conditions on Judicial Stamp Paper.
5. Price Reasonability Certificate on Judicial Stamp Paper mentioning therein that the Prices quoted are not more than the prices charged from any agency (Government or private) in Pakistan and in case of any discrepancy the contract shall have to refund the payment charged in excess. Whenever detected.
6. The bidder shall have valid registration of NTN, PST, PRA, ATL & STRN certificate in the name of participating firm.
7. Valid Professional Tax Certificate
8. The firm / contractor should have at least 03-years of experience of providing such services in any Government institutions with at least two years experience in Govt. Hospitals.
9. An affidavit on stamp paper of Rs.100/- submitting that the firm is never blacklisted on any grounds whatsoever and no litigations in any court of law is pending against firm.


Sr. No.	Description	Allocated Marks	Total Marks									
<b>1</b>	<b>Company Profile &amp; Experience</b>											
i.	<b>Company Profile</b> Years of operations (From Registration date of NTN / FBR) Two (02) marks for one (1) year.	Maximum Marks 10										
ii.	<b>Relevant Experience</b> Similar assignments 01-year in public sectors. 1 similar project= 03 marks 2 similar projects= 07 marks 3 similar projects = 10 marks <b>Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks shall be awarded.</b>	Maximum Marks 10										
iii.	<b>Value of Projects</b> Capital Cost of Projects / Supplies completed over last 05 years <b>If the total value is equal to or more than the value of current project;</b> For one project= 5 marks may be awarded For two or more projects = 10 marks <b>Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks shall be awarded.</b>	Maximum Marks 10										
<b>2</b>	<b>Financial Position</b>											
i.	<b>Annual Turnover (last 03 years)</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">1</td> <td style="width: 75%;">turnover during last three years is upto 20 Million PKR or above</td> <td style="width: 20%; text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">2</td> <td>turnover during last three years is upto 15 Million PKR or above</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">3</td> <td>turnover during last three years is upto 10 Million PKR or above</td> <td style="text-align: center;">05</td> </tr> </table> <b>Audit statement of last three financial years must be attached, otherwise, no marks shall be awarded.</b>	1	turnover during last three years is upto 20 Million PKR or above	20	2	turnover during last three years is upto 15 Million PKR or above	10	3	turnover during last three years is upto 10 Million PKR or above	05	Maximum Marks 20	
1	turnover during last three years is upto 20 Million PKR or above	20										
2	turnover during last three years is upto 15 Million PKR or above	10										
3	turnover during last three years is upto 10 Million PKR or above	05										



ii	<b>Tax Return</b> Active Tax Payer Attach Tax Returns of Last Three (03) Years	Maximum Marks  10	
----	--	-------------------------	--

iii	<b>Bank Balance / Credit Limit</b> If bank balance / credit limit up-to 30 <sup>th</sup> June, 2023 is equal to or more than estimate of current purchase, full marks may be awarded. Otherwise, the marks may be awarded as: $\frac{\text{Closing Balance or Credit Limit}}{\text{Estimate of Current Purchase}} \times 05$	Maximum Marks 10							
<b>3.</b>	<b>Human Resource</b>								
i	<b>Total HR strength of firm / company (Payroll is mandatory)</b> <table border="1"> <tr> <td>1</td> <td>Up to 05-Employees</td> <td>05 Marks</td> </tr> <tr> <td>2</td> <td>06-Employees and above</td> <td>10 Marks</td> </tr> </table>	1	Up to 05-Employees	05 Marks	2	06-Employees and above	10 Marks	Maximum Marks 10	
1	Up to 05-Employees	05 Marks							
2	06-Employees and above	10 Marks							
ii	<b>List of Technical Staff (Payroll is mandatory)</b> <table border="1"> <tr> <td>1</td> <td>Up to 10-Employees</td> <td>05 Marks</td> </tr> <tr> <td>2</td> <td>10-Employees and above</td> <td>10 Marks</td> </tr> </table> <b>List of staff will be provided by Bidder with necessary details</b>	1	Up to 10-Employees	05 Marks	2	10-Employees and above	10 Marks	Maximum Marks 10	
1	Up to 10-Employees	05 Marks							
2	10-Employees and above	10 Marks							
<b>4.</b>	<b>Offices / Infrastructure</b>								
	<b>e.g.: List of offices at Lahore 05-marks each</b> Any other city = 01 mark each (maximum 10 marks) <b>Required details are as under:-</b> Complete address, ownership / rent agreement, years of office established on the same place. In case of missing information, no mark may be awarded.	Maximum Marks 10							
		<b>Total</b>	<b>100</b>						

Total Marks: **100**  
Qualifying Marks: **70**

  
**MEDICAL SUPERINTENDENT**  
**SFMKB INSTITUTE OF CARDIOLOGY**  
**DERA GHAZI KHAN**

## G. Award of Contract

24.	2.6.5	Percentage for quantity increase or decrease is: Quantity may be increased / decreased in special circumstances
25.	2.6.2	The Performance Guarantee shall be: 5% of the Total Contract Award
26.	2.6.2	The Performance Security (or guarantee) shall be in the form of: <b>Bank Guarantee / Bank Call Deposit (CDR) or Pay Order (PO)</b>



**MEDICAL SUPERINTENDENT  
SFMKB INSTITUTE OF CARDIOLOGY  
DERA GHAZI KHAN**

## Section-V: General Conditions of Contract

### 1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Goods / Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and / or other materials which the Good / Service Provider is required to supply to the Procuring Agency under the Contract.
- (d) “The Services” means those services *{detail to be provided by the Procuring Agency as per its requirements}* and other such obligations of the Service Provider covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Agency” means the organization purchasing the Services, as named in SCC.
- (h) “The Procuring Agency’s country” is the country named in SCC.
- (i) “The Goods / Service Provider” means the Bidder or firm supplying the Services under this Contract.
- (j) “The Project Site,” where applicable, means the place or places named in SCC.
- (k) “Day” means calendar day.

### 2. Application

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

#### 1. Country of Origin

3.1. All Goods / Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. The origin of Services is distinct from the nationality of the Service Provider. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

*[where applicable]*

### 4. Standards

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

**5. Use of Contract Documents and Information; Inspection**

5.1. The Goods / Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any

**and Audit by the  
procuring agency.**

person other than a person employed by the Goods / Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

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

**6. Performance  
Guarantee**

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

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

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

(b) a cashier's or certified cheque or CDR.

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

7.1. The Goods / Service Provider may be required to provide any of the incidental material if any, specified in SCC:

**7. Incidental  
material**

*[If required and decided by  
the Procuring Agency]*

**8. Payment**

8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

8.2. The Goods / Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

8.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Goods / Service Provider, provided the work is satisfactory.

8.4. The currency of payment is in PKR

**9. Prices**

9.1. Prices charged by the Goods / Service Provider under the Contract shall not vary from the prices quoted by the Goods / Service Provider in its Bid, with the exception of any price adjustments authorized in SCC{mechanism and formula to be decided by the procuring agency}.

**10. Change Orders**

10.1. The Procuring Agency may at any time, by a written order given to the Goods / Service Provider pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.

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

**11. Contract Amendments**

11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**12. Assignment**

12.1. The Goods / Service Provider shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

**13. Sub-contracts**

13.1. The Goods / Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Goods / Service Provider from any liability or obligation under the Contract.

13.2. Subcontracts must comply with the provisions of GCC Clause 12.

**14. Delays in the Service Provider's Performance**

14.1. Supply of Goods shall be made by the Goods / Service Provider in accordance with the Schedule of Requirements as prescribed by the Procuring Agency in Section VII.

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

14.3. Except as provided under GCC Clause 17, a delay by the Goods / Service Provider in the performance of its delivery obligations shall render the Goods / Service Provider liable to the imposition of liquidated damages.

## **15. Liquidated Damages**

15.1. Subject to GCC Clause 17, if the Goods / Service Provider fails to provide the supply as per requirement / within the period (s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

## **16. Termination for Default**

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

- (a) if the Goods / Service Provider fails to deliver any or all of the supplies within the period (s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;
- (b) if the Goods / Service Provider fails to perform any other obligation (s) under the Contract; or
- (c) if the Goods / Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

- (d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:
  - i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
  - iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;



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

16.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, supplies similar to those undelivered, and the Goods / Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Goods / Service Provider shall continue performance of the Contract to the extent not terminated.

## **17. Force Majeure**

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Goods / Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

## **18. Termination for Insolvency**

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

## **19. Termination for Convenience**

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

19.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Goods / Service Provider’s receipt of notice of termination

shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining goods, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Goods / Service Provider an agreed amount for partially completed supplies and for materials and parts previously procured by the Goods / Service Provider.

**20. Resolution of Disputes**

20.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Service Provider 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.

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

**21. Governing Language**

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

**22. Applicable Law**

22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

**23. Notices**

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

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

**24. Taxes and Duties**

24.1. Goods / Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.


**25. Change in minimum wage rate**

25.1. If during the continuation of the goods contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased in minimum wages declared for such category.

**26. Extension in Contract period**

*{where applicable and if the procuring agency opts to include this condition, this should be included in original advertisement as well}*

Initially the contract will be for Financial Year 2024-25. However, the same may be extended at sole discretion of the authority subject to satisfactory performance by the contractor, for further a period of Three (03) months on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim or refuse further extension as a matter of right in the contract.

  
**MEDICAL SUPERINTENDENT**  
**SFMKB INSTITUTE OF CARDIOLOGY**  
**DERA GHAZI KHAN**

## **Section-VI. Special Conditions of Contract**

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

*[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring Agency should draft specifically for each procurement. The number of SCC may increase/ vary depending on specific requirements of a specific service in accordance with Section VII i.e. Schedule of Requirements/Work Plan/ Deputation Plan.]*

### **1. Definitions (GCC Clause 1)**

GCC 1.1 (g)—The Procuring Agency is:

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

GCC 1.1 (i)—The Goods Provider is:

### **2. Performance Guarantee (GCC Clause 6)**

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: *[could be up to ten (10) percent of the Contract Price; it should not exceed ten (10) percent in any case.]*

### **3. Incidental Materials (GCC Clause 7)**

GCC 7.1—Incidental materials to be provided are:

*[Selected material covered under GCC Clause 7 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Goods / Service Provider shall be included in the Contract Price.]*

### **4. Payment (GCC Clause 8)**

GCC 8.1—The method and conditions of payment to be made to the Goods / Service Provider under this Contract shall be as follows:

**Payment for Services provided:***[to be decided by the Procuring Agency as per rule-62 of PPR-14]*

Payment may be made in Pak. Rupees in the following manner: *(to be decided by the Procuring Agency)*

(i) Running Bill modality.

### **5. Prices (GCC Clause 9)**

GCC 9.1—Prices shall be fixed and shall not be adjusted.

### **6. Liquidated Damages (GCC Clause 15)**

GCC 15.1—Applicable rate:

Maximum deduction:

*[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price after that Procuring Agency may proceed for the termination of contract along-with other remedies available under PPR-14.]*

## 7. Resolution of Disputes (GCC Clause 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

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

## 8. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be:

## 9. Applicable Law (GCC Clause 22)

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):


## 10. Notices (GCC Clause 23)

GCC 23.1—Procuring Agency's address for notice purposes:

—Goods / Service Provider's address for notice purposes:

### **Further Special conditions:**

1. Contractor will not be allowed to participate in any political immoral illegal activities in the premises of SFMKB INSTITUTE OF CARDIOLOGY, DERA GHAZI KHAN
2. Contractor will not be allowed to sublet the contract.
3. The undersigned has the right to cancel the contract at any stage and without issuing any prior notice in case of violation of TOR causing damage to prestige or property.
4. In case of breach of the contract by the firm, security will be forfeited partially or fully as decided by the undersigned.
5. Any condition / clause of the contractor can be included / amended if required in the interest of the hospital with the mutual understanding of both the parties.
6. In case of any dispute, decision of the Medical Superintendent, SFMKB INSTITUTE OF CARDIOLOGY, DERA GHAZI KHAN will be final and contractor will not challenge the decision in any court of law.
7. The Procuring Agency reserves the right to direct the goods for replacement of mentioned items and the goods / service provider shall be bound to do the same. Noncompliance may result in punitive action against the Goods / Service Provider.
8. The performance of supplies by the Goods / Service Provider under this agreement shall remain under observation during the whole period of the agreement, in case the supplies are found unsatisfactory, below the specified standard or non-performance due to strike of the Goods / Service Provider staff / manpower, this contract shall be terminated by the Procuring Agency at any time with immediate effect. c.
9. If the firm / contractor have provided wrong information / illegal documents to the institution, after scrutiny the hospital authority will disqualify the firm.
10. If the firm fails to execute the contract according to TOR or there is poor performance of the firm in the hospital or authority cancel the contract due to any reason, then deposited security amount of the firm will be forfeited which will not be challengeable in any court of law.

  
**MEDICAL SUPERINTENDENT  
SFMKB INSTITUTE OF CARDIOLOGY  
DERA GHAZI KHAN**

## Section-VII. Schedule of Goods

Medical Superintendent invites sealed bids from the firms having established credentials in terms of Technical, Financial and Managerial capabilities for the Contract of General, Stationery & Computer Stationery, Printing & Linen Store Items as per details given below for financial year 2024-25 further extendable for a period of 03 Months at sole discretion of the authority.

**X-RAY/C.T. SCAN/MRI FILMS, PRINTING, STATIONARY, OTHER STORE / GENERAL STORE ITEMS, BEDDING CLOTHING, LAB KITS & CHEMICAL REAGENTS AND MEDICAL GASES FOR TENDER, FOR THE FINANCIAL YEAR 2024-25**

### DEMAND OF GENERAL STORE 2024-25

Sr. NO.	Name of Items	Demand for 2024-25	Estimated Rate per Unit in Rs	Total Estimated Cost in Rs.
1.	ECG Roll	5000	400	2000000
2.	Drop Sheet	1500	500	750000
3.	ECG Paper Sheet	2800	4000	11200000
4.	Tissue Paper	200	300	60000
5.	Recordable CD	15000	430	6450000
6.	Echo Roll	500	2800	1400000
7.	ECG jell Cane	500	1200	600000
8.	Air Freshener	100	500	50000
9.	Gum Large Cane	200	1200	240000
10.	Safety Razer	5000	70	350000
11.	ECG Machine Cell	500	50	25000
12.	Steri-Strip (Tape)	1000	50	50000
13.	Sterigage	1000	30	30000
14.	Safety box	5000	150	750000
15.	Water Dispenser	05	45000	225000
16.	Segregation Dustbin	10 Set	10000	100000
17.	Soda (Khara)	750 KG	190	142,500
18.	Caustic Patri (Sitra Chemical / Equal)	75 KG		
19.	Bleach Liquid (Ittehad / Robin or Equal)	500 Liter	200	60000
20.	Liquid Soap (White Linen)	300 Liter	650	195,000
21.	Liquid Soap (Green / O.T Linen)	300 Liter	650	195,000
22.	Liquid Soap (Blanket + Curtains)	70 Liter	650	45,500
23.	R.O Chemical	300 Liter	600	180,000
24.	R.O Filter	100	800	80000

### ANNUAL DEMAND FOR X-RAY, C.T SCAN AND MRI FILMS 2024-25

Sr. NO.	Name of Items	Demand for 2024-25	Estimated Rate per Unit in Rs	Total Estimated Cost in Rs.
01	X-Ray film Fuji	12000	320	3,840,000
02	C.T. Scan Films / MRI Films	20000	544	10,880,000

### ANNUAL DEMAND FOR BEDDING CLOTHING 2024-25

Sr. NO.	Name of Items	Demand for 2024-25	Estimated Rate per Unit in Rs	Total Estimated Cost in Rs.
01	Blanket	200	4000	800000

02	Bed Sheet	500	1500	750000
03	Pillow	150	670	100500
04	Pillow Cover	200	200	40000

**ANNUAL DEMAND FOR STATIONARY 2024-25**

Sr. NO.	Name of Items	Demand for 2024-25	Estimated Rate per Unit in Rs	Total Estimated Cost in Rs.
01	Paper Rim A4 80 Gm	3000	1800	5400000
02	Paper Rim Legal 80 Gm	500	2000	1000000
03	Ball Point Blue	1500 Box	250	375000
04	Ball Point Black	500 Box	250	125000
05	Ball Point Red	500 Box	250	125000
06	Ball Point Gel Blue	20 Box	2000	40000
07	Ball Point Gel Black	20	2000	40000
08	Permanent Marker Black	250 Box	1200	300000
09	Permanent Marker Blue	250 Box	1200	300000
10	Stapler Large	100	500	50000
11	Stapler Pin 24/6	150 Box	2000	300000
12	Correction Pen	200	150	30000
13	Stamp Pad	200	250	50000
14	Urdu Register	300	1500	450000
15	Attendance register	100	500	50000
16	Stock Register	200	2500	500000
17	Hard File	500	250	125000
18	Paper Envelope Large	3500	20	70000
19	Paper Envelope Small	3500	15	52500
20	Carbon Paper	20	800	16000
21	Cath Lab Register	50	2000	100000
22	Blood bank Register	50	2000	100000
23	File Tag	2000	10	20000
24	Highlighter	250	70	17500
25	Color Pages	5000	10	50000
26	Toner Cartridge 103/303/703 Original	20	3000	60000
27	Toner Cartridge 76-A Original	20	3000	60000
28	Writing Pad (100 Page Medium Size)	50	300	15000
29	Writing Pad (100 Page Small Size)	50	200	10000

**ANNUAL DEMAND FOR PRINTING 2024-25**

Sr. NO.	Name of Items	Demand for 2024-25	Estimated Rate per Unit in Rs	Total Estimated Cost in Rs.
01	ECG Paper PASTE BOOK	1000	450	450000
02	Indent Book	200	400	80000
03	Office File Cover	2000	100	200000
04	Admission Paper Pad	1500	400	600000
05	Patient Personal File	20000	70	1400000
06	Patient Personal Book	15000	70	1050000

07	Emergency Consent Pad	2000	400	800000
08	Angiography List Form	800 Pad (100 pages in pad)	400	320000
09	Consent Pad Form	1000 Pad (200 pages in pad)	400	400000
10	Instruction Pad	500 (100 pages in pad)	400	200000
11	Investigation Register	50	1300	65000
12	PIC Disposable register	50	1300	65000
13	Angiography Disposable Register	50	1300	65000
14	Pulse Chart	500 Pad (100 pages in pad)	400	200000
15	Drug Chart	1000 Pad (100 pages in pad)	400	400000
16	Emergency Notes	1000 Pad (100 pages in pad)	400	400000
17	Discharge Slips	1000 Pad (100 pages in pad)	400	400000
18	INR Chart	1000 Pad (100 pages in pad)	400	400000
19	Blood Sugar Chart	1000 Pad (100 pages in pad)	400	400000
20	Pre Anesthesia form pad	1000 Pad (100 pages in pad)	400	400000
21	Pre-Operation Theater Checklist Pad	1000 Pad (100 pages in pad)	400	400000
22	OPD Pad Slip	5000 Pad (100 pages in pad)	400	2000000
23	Payment Receipts Book	1000 Pad (100 pages in pad)	400	400000
24	Stamps for Departments	200	800	160,000
25	CSSD Register Large (Printed AP Sample)	20 register 300 Pages each	2000	40000
26	Checklist Performa pad for CSSD (Printed AP Sample)	35 pad 100 pages	400	14000

**OTHER STORE CSSD FOR THE YEAR 2024-25.**

Sr.#	Item Name	Specification	Quantity	Total Estimated Cost in Rs.
1.	Disinfector Chemical for Washer	Imported High Quality 5 ltr	12 Packs	25000
2.	Crepe Wrapping paper	Imported good Quality 100*100	5500Nos	200
3.	Crepe Wrapping paper	Imported good Quality 90*90	2000Nos	170
4.	Crepe Wrapping paper	Imported good Quality	3000Nos	130

		75*75		
5.	Crepe Wrapping paper	Imported good Quality 50*50	1000Nos	150
6.	Sterilization Roll / Packing Reel	12Inch	03Nos	
7.	Sterilization Roll / Packing Reel	08Inch	03Nos	
8.	Sterilization Roll / Packing Reel	04Inch	03Nos	
9.	Thermal Paper Roll for Washer and Sterilizer	AP Sample	36Nos	
10.	Steam Indicator / Steric Gauge	5 Standard (Turkish/Germany)3200 Packing	03Boxes	
11.	Steam Indicator / Steric Gauge	5 Standard (Turkish/Germany)3200 Packing	03Boxes	
12.	BD Sheet	High Quality	600Nos	
13.	Auto Clave Tape	Fine Quality	72Nos	
14.	Paper Tape	02Inch dia	144Nos	
15.	Paper Tape	04.inch dia	144Nos	
16.	Humidity Temperature Meter	High Quality	06Nos	1000
17.	Paddle Bins	03colors (large size)	03sets	7500
18.	Scotch Brite	Foam Sponge	156Nos	60
19.	Brushes	Different Size	48Nos	250
20.	Hand Washing Soap	Dettol / Safeguard	26Nos	200
21.	S.S Tray with Cover	Depth 06 inch width 12 inch length 18 inch	08Nos	3500
22.	Lubricant for instruments	Oil 500 ML	06Bottles	500
23.	Cloth hanging Hook	For Six cloths	06Nos	300
24.	White Board	Length 04*Width 03	01Nos	1200
25.	Notice Board	Length 04*Width 03	01Nos	1800
26.	Sticker for Tagging (Expiry etc)	03 inch AP Format	10000Nos	5
27.	Uniform	Medium, large size(Dark Gray Color) with monogram of Hospital, CSSD	18Nos	2500
28.	Plastic Apron	Medium Size	48Nos	800
29.	Face Sheild		06Nos	500
30.	Goggles		12Nos	500
31.	Clog Shoes	08 No. Size	06Nos	1200
32.	Clog Shoes	09 No. Size	06Nos	1200
33.	Clog Shoes	10 No. Size	03Nos	1200
34.	Thermal Gloves	High Quality	12Nos	1500
35.	Tape Holder		06Nos	700
36.	Biological Vials		120Nos	
37.	Shoes Stand		02Nos	3000



38.	Floor Pad (Plastic) WD-40	02*04 large size Large Size	06Nos 12Nos	1000 700
-----	------------------------------	--------------------------------	----------------	-------------

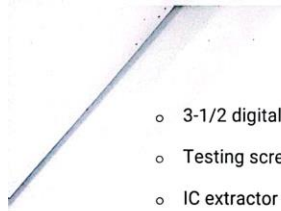
**Demand For the Accessories of other store Equipment's**

S.NO	Items Name	Required Quantity	Specification	Estimated Cost
1	ECG Leads For ECG Machine	30	As per Approved sample	8500
2	ECG Electrodes set (chest+libs)	30	As per Approved sample	8500
3	B.P Cuff (Large)	200	Double Lumen	1500
4	B.P Bulb	100	As per Approved sample	500
5	B.P Cuff (Large) Complete set	50	Single Lumen	1800
6	B.P Cuff (Small) Complete set	50	As per Approved sample	1800
7	Batteries For Weight Scale Machine	500	Best quality AAA size	200
8	Laryngoscope	18	As per Approved sample	9500
9	Batteries For laryngoscope	680	Best quality C Size	500
10	Mobile B.P Apparatus (Mercury type)	20	As per Approved sample	35000
11	Thermometer Digital	100	As per Approved sample	350
12	Oxygen cylinder Flow meter	100	As per Approved sample	5300
13	Pulse Oximeter Portable	20	As per Approved sample	25000
14	Mercury for B.P apparatus	2-kg		
15	Rod For BP Apparatus	50	As per Approved sample	500
16	Batteries for ECG Machine	12	Compatible with Cardioline or equivalent	2000
17	Ambo Bag Adult	20	As per Approved sample	5000
18	Ambo Bag Peads	10	As per Approved sample	5000
19	Defib Pads Disposable	500	As per Approved sample	1400
20	Foot Step	40	Best quality single step	3000
21	Lamp for laryngoscope	100	As per Approved sample	200
22	Electronics Tool kit	03	Detail Attached	150000

23	L-Plate for Anesthesia Machine	05	As per Approved sample	5000
----	--------------------------------	----	------------------------	------

- electronics tool kit;

- o Long nose pliers – 1 pc.
- o Diagonal cutting pliers – 1 pc.
- o Flat nose pliers – 1 pc.
- o Bent nose pliers – 1 pc.
- o Lineman's pliers – 1 pc.
- o Reverse action tweezer – 1 pc.
- o Screwdriver handle – 1 pc.
- o Screwdrivers – 12 pcs.
- o Utility component storage box – 1 pc.
- o Drill set w/adaptor 110 V or 220 V – 1 pcs.
- o Quick heat ceramic soldering iron 110 V or 220 V – 1 pc.
- o Soldering aid tools – 3 pcs.
- o Soldering iron stand with a sponge – 1 pc.
- o Solder – 1 pc.
- o Desoldering pump – 1 pc.
- o Adjustable wrench – 1 pc.
- o Brush – 1 pc.
- o Crimping tool (inch or metric) – 1 pc.
- o Precision screwdriver set – 6 pcs.
- o Needle file set – 5 pcs.
- o Mini-vacuum kit – 1 pc.
- o Cleaning fluid, head, 60 cc – 1 pc.
- o Cleaning fluid, head, 18 cc – 1 pc.



- o 3-1/2 digital multimeter – 1 pc.
- o Testing screwdriver – 1 pc.
- o IC extractor – 1 pc.
- o Flashlight – 1 pc.
- o Folding type hex key set (inch or metric) – 7 pcs.
- o 3 prong holder – 1 pc.
- o PVC insulated tape – 1 pc.
- o Stainless scissors – 1 pc.
- o Bits – 2 pcs.
- o Wrist strap – 1 pc.
- o Utility knife (3 blades self loading) – 1 pc.
- o Electronics combination wrench (inch or metric) – 10 pcs.
- o Hobby vise – 1 pc.
- Aluminum tool case – 1 pc.
- Toll Box – 1 pc.



## ANNUAL DEMAND MEDICAL GASES FOR THE YEAR F.Y 2024-25

Serial #	Product Description	Accounting Unit	Estimated Annual Quantity
<b>1</b>	<b>Medical Oxygen Gas</b>		
	Liquid Medical Oxygen according to EU/BS Pharmacopeia, specifications. Oxygen purity 99.5% (min) Moisture < 67 vpm Carbon dioxide < 300 vpm Carbon monoxide < 5 vpm Odor None	M <sup>3</sup> (Cubic Meter)	200000
	Installation and Commissioning of VIE on Rental bases. Along with following equipment.	Per month/Per Tank	1 Tank
	VIE of appropriately sized according to HTM	Per month	
	Online Inventory/content monitoring system, connected to base station for 24/7 monitoring.	Per Month	
	Low Content level Alarm	Per Month	
	Low & High Line and Tank Pressure Alarm	Per month	
	Installation and Commissioning according to HTM by Certified Authorized Person		
	Compressed Medical Oxygen according to EU/BS Pharmacopeia, specifications. Oxygen purity 99.5% (min) Moisture < 67 ppm Carbon dioxide < 300 ppm Carbon monoxide < 5 ppm Odor None. Filled in Cylinders of Following Sizes. Each supply to be supplied with Certificate of Conformity		
	MM 24 CFT	Per Cylinder	100
	MF 48 CFT	Per Cylinder	1000
	ME 96 CFT	Per Cylinder	300
	ME 240 CFT	Per Cylinder	500
<b>2</b>	<b>Nitrous Oxide Gas</b> according to EU/BS Pharmacopeia, specifications. Nitrous Oxide purity 98.0% (min) Moisture < 67 vpm Carbon dioxide < 300 vpm Carbon monoxide < 5 vpm Oxides of Nitrogen (NO/NO <sub>2</sub> ) <2 ppm Odor None. Each Cylinder to be supplied with Certificate of Analysis of the composition.		
	XE 1620 Liters	Per Cylinder	80
	XJ 8370 Liters	Per Cylinder	25
	XM 16200 Liters	Per Cylinder	50
<b>3</b>	<b>Nitrogen Gas</b>		
	NM 6.229 M <sup>3</sup>	Per Cylinder	5

	Liquid Nitrogen	Per M <sup>3</sup>	5
4	Carbon Di-Oxide – 5kg (240 CFT /680)	Per Cylinder	20
5	Medical Air (CF)	Per Cylinder	10
6	<b>Services &amp; Replacement Charges</b>		
	Hydraulic Testing	Per Cylinder	
	Replace of Oxygen Cylinder Valve	Per Cylinder	
	Replace of Nitrous Oxide Cylinder Valve	Per Cylinder	
	Drying Out Charges	Per Cylinder	
	Spindle Replacement	Per Cylinder	
	Painting Charges	Per Cylinder	

**PATHOLOGY DEPARTMENT  
SFMKB INSTITUTE OF CARDIOLOGY D.G. KHAN  
TENDER LIST FOR THE BULK PURCHASE OF LAB ITEMS  
FOR THE TENDER YEAR OF 2024 -2025**

**BIOCHEMISTRY SECTION**

**1. CLINICAL CHEMISTRY ANALYZER SELECTRA MACH5 (PURCHASED).**

- All Parameters must be compatible with the SELECTRA MACH5 Chemistry Analyzer

S. No	Test Name	No.of tests
1.	Amylase	2000
2.	Alkaline Phosphatase	30000
3.	Bilirubin Total	30000
4.	Calcium	3000
5.	Cholesterol Total	30000
6.	CK-MB	20000
7.	CPK	500
8.	Creatinine Serum	30000
9.	Glucose	15000
10.	HDL Cholesterol	30000
11.	Iron Serum	500
12.	Lactate	500
13.	LDH	500
14.	LDL Cholesterol	30000
15.	Lipase	1000
16.	Magnesium	1000
17.	Microalbumin	500
18.	Phosphate	500
19.	Protein Total	500

20.	SGOT (AST)	30000
21.	SGPT (ALT)	30000
22.	Triglycerides	30000
23.	Urea	30000
24.	Uric Acid	15000
25.	SODIUM	3000
26.	CHLORIDE	3000
27.	POTTASSIUM	3000

- All consumables, disposables, controls, Reagents, calibrators, cuvettes, cuvette rotors, serum cups, Paper Rolls, etc. must be provided free of cost with tests.

### **REQUIRED PARAMETER**

## **2. COMPATIBLE WITH SEMI-AUTO-MATED CHEMISTRY ANALYZER MICRO LAB300 (PURCHASED)**

- All Parameters must be compatible with the Microlab300 Chemistry Analyzer
- All consumables, disposables, controls, Reagents, calibrators, Paper Rolls, etc. are to be provided free of cost with tests.

1.	SGPT	3000
2.	BILLIRUBIN	2000
3.	CHOLESTEROL	2000
4.	TRIGLYCERIDE	2000
5.	URIC ACID	2500
6.	CREATININE	5000
7.	UREA	5000
8.	TOTAL PROTEIN	100
9.	CALCIUM	500
10.	MAGNESIUM	200
11.	Sodium	1000
12.	Potassium	2000

### **Note:**

1. Valid quality certification of US FDA/WHO/CE/JMHLW prequalified/approved of the quoted product.
2. The bidder shall provide 01 sample box of the quoted package, as per requirement for evaluation/satisfaction of the Committee along with its bid/offer. The sample will be evaluated by the technical evaluation committee analyzing its Production quality, Design, Reliability, Conformance to the specification & quality standards, and safety for usage. Sample evaluation will be knocked down criteria.

## **3. Immunoassay Analyzer on Reagent Rental Basis Requirements.**

- **PVMS OF PATHOLOGY AND BLOOD BANK**
- **Clinical Specialty** Chemical Pathology, Immunology
- **Generic Name:** IMMUNOASAY ANALYZER
- (100 Test/Hour)
- **Clinical Purpose** An immunoassay is a biochemical test that measures the presence or concentration

of a macromolecule or a small molecule in a solution through the use of an antibody (usually) or an antigen (sometimes). The molecule detected by the immunoassay is often referred to as an "analyte" and is in many cases a protein, although it may be other kinds of molecules, of different size and types, as long as the proper antibodies that have the adequate properties for the assay are developed. Analytes in biological liquids such as serum or urine are frequently measured using immunoassays for medical and research purposes.

- **TECHNICAL SPECIFICATIONS**

- **Detailed Requirement:**

- Fully automatic Random Access Analyzer for routine and specialized immunoassays
- Chemiluminescence based System
- Qualitative and quantitative analysis
- assays Onboard reagent Refrigeration
- Automatic Rerun Facility for out of range results
- Bar Code Reader for Reagents and Samples
- The reagent vials with caps close automatically, or any better technology to prevent reagents evaporation
- Automatic sample clot detection and rejection in each sample to ensure every sample is clear
  - Automated operation, no manual loading of test units / test cartridges etc.
- RS 232 or USB Interface
- 220V 50Hz, AC
- **User Adjustable Settings:**
  - Sample type: Serum , plasma or urine
  - Sample volume: 50 to 250 ul test
  - dependent Through put min 100 tests/hr
  - or more
  - Sample Capacity should be at least 50 samples with continuous loading
  - 92
  - platform 24 or more Reagents on-board at a time
  - Parameters to be decided by the procuring agency as per requirements of end user
- **Displayed Parameters:**
  - Automatic assays of analytes related to Cancer, Infectious diseases, Cardiovascular disease, Thyroid disease, Fertility/Hormones, Polio & Vitamins Hepatitis markers
- **Accessories:**
  - Complete with standard and operation accessories;
  - Built-in or External Laser Printer
  - Imported Compatible Sine wave UPS for back up of up to 30 minutes (Emerson, Liebert, Chloride, MGE, APC or Equivalent)
  - Operating Manual with a Soft Copy
  - Service Manual with a Soft Copy
- **Optional (If any): This Feature is as per End-user & Hospital Need If required.**
  - Chemistry and Immunoassay have feature of physical integration of chemistry and Immunoassay modules as per End-user need".

**Note:**

- All consumables, disposables, controls, Reagents, calibrators, RVS, Trigger solution, wash buffer Paper Rolls, etc. are to be provided free of cost with tests.
- This tender of Immunoassay Analyzer is for 03 years but is subjected to approval every year based on backup and quality maintenance along with the 5-10 % increased rates.
- Total Number of test should be printed on the kits and same should be reflect in the machine software.
- Country of Manufacturer: USA, EUROPE, JAPAN
- Quality Certificate: FDA/CE/MHLW

**REQUIRED PARAMETERS**

S. No.	Test Name	No.of tests
1.	Anti HCV	10000
2.	ASO (Quantitative)	1500
3.	CRP High Sensitive	3000
4.	Ferritin	500
5.	Free T3	2500
6.	Free T4	2500
7.	HbeAg	500
8.	HbsAg	10000
9.	Testosterone	500
10.	Total T3	2500
11.	Total T4	2500
12.	TSH	5000
13.	Vitamin D Total	2000
14.	Folate	500
15.	Myoglobin	500
16.	Troponin I	5000
17.	NT pro BNP	3000
18.	Anti TP(Syphilis)	500
19.	HIV combo	10000

**4. HBA1C ANALYSER On Reagent Rental Basis**

**HBA1C TESTS                      15000**

**PVMS OF PATHOLOGY AND BLOOD BANK**

Specialty: Chemical Pathology

Generic Name: HBA1c Analyzer

Clinical Purpose For point of care determination of HBA1c

**TECHNICAL SPECIFICATIONS**

**Detailed Requirement:**

Point of care automated HBA1c Analyzer

Method: Boronate Affinity/monoclonal antibody agglutination Measurement range: 2-15%

No need to prepare reagents.

Memory Capacity: 4000 or more.  
 Automated, optional transmission.  
 HBA1c in 6 to 7 minutes  
 Sample Volume: 4UL or less.  
 Touch Screen Rs 232, ASTM

**Accessories:**

Power Supply : 220V 50Hz, AC

- **Accessories:**
- Complete with standard and operation accessories;
- Built-in or External Laser Printer
- Imported Compatible Sine wave UPS for back up of up to 30 minutes (Emerson, Liebert, Chloride, MGE, APC or Equivalent)
- Operating Manual with a Soft Copy
- Service Manual with a Soft Copy

**Note:**

- All consumables, disposables, controls, Reagents and calibrators, Paper Rolls, etc. are to be provided free of cost with tests.

**5. ELECTROLYTE ANALYSER ON A REAGENT RENTAL BASIS**

<u>NO</u>	<u>PRODUCT</u>	<u>TEST</u>
<u>1</u>	<u>ELECTROLYTE Tests</u>	<u>10000 Tests</u>
<u>2</u>	<u>DAILY CLEANING SOLUTION</u>	<u>As per requirement</u>
<u>3</u>	<u>WEEKLY CLEANING SOLUTION</u>	<u>As per requirement</u>

**PVMS OF PATHOLOGY AND BLOOD BANK**

**Clinical Specialty** Chemical Pathology

**Generic Name** 48-ELECTROLYTE ANALYZER

**Clinical Purpose** Automated microprocessor-controlled electrolyte system that uses ISE (Ion Selective Electrode) technology to make electrolyte measurements i.e. combinations of Na<sup>+</sup>, K<sup>+</sup>, Cl<sup>-</sup>, Li<sup>+</sup>, Ca<sup>++</sup>, and pH in whole blood, serum, plasma, or urine

**TECHNICAL SPECIFICATIONS**

**Detailed Requirement:**

ISE System, For measuring electrolytes Na<sup>+</sup>, K<sup>+</sup>, Cl<sup>-</sup> in plasma, Serum and Urine System should accept Whole Blood, Serum, Plasma, Urine as sample

System should be capable of automatic two point calibration along carrying out one-point and two-point calibration manually

System should have 2 or more levels of quality controls

RS 232 or USB Interface

220V 50 Hz, AC

**User Adjustable Settings:**

Sample Volume Range: Serum/Plasma/Blood ≥100 ul, Urine ≥300 ul

Throughput 60 samples/hour or more

Analysis Time: Serum/Plasma/Blood/ Urine = 60 sec

Result storage capacity: 150 - 200 samples

**Displayed Parameters:**



Simultaneous digital display for the results  
 Selectable adjustable reference range for all parameters

**Accessories:**

Complete with standard and operation accessories;

- Built-in or External Laser Printer
- Imported Compatible Sine wave UPS for back up of up to 30 minutes (Emerson, Liebert, Chloride, MGE, APC or Equivalent)
- Operating Manual with a Soft Copy
- Service Manual with a Soft Copy

**Optional:**

Measurement of;

- Li+
- Ca++
- Ph

**Note:**

- All consumables, disposables, controls, Reagents, calibrators, RVS, Trigger solution, wash buffer Paper Rolls, etc. are to be provided free of cost with tests.
- This tender of Electrolyte Analyzer is for 03 years but is subjected to approval every year based on backup and quality maintenance along with the 5-10 % increased rates.
- Country of Manufacturer: USA, EUROPE, JAPAN
- Quality Certificate: FDA/CE/MHLW

**6. Exdia TRF Plus Analyzer (Precision Biosensor) (Purchased)**

S. No.	Technical Specification	Quantity
01	Troponin I – Quantitative	10000
02	NT ProBNP – Quantitative	5000
03	D Dimer – Quantitative	2500

- All three Parameters must be compatible with *Exdia TRF Plus Analyzer*
- All consumables, disposables, controls, Reagents, calibrators, Paper Rolls, etc. are to be provided with tests.

**B. HEMATOLOGY SECTION**

**7. BT-Pro 2400 (Bilimsel Tibbi Urunler Ltd) PURCHASED**

- All consumables, disposables, controls, calibrators, Paper Rolls, etc. are to be provided with tests.

No.	ITEM Name	Quantity
1	CBC	30000 TESTS
4	QUALITY CONTROL LOW	12 VIALS
5	QUALITY CONTROL NORMAL	12 VIALS
6	QUALITY CONTROL HIGH	12 VIALS

**8. HELENA C-4 SEMI AUTOMATED COAUGOLATION**

## **ANALYSER(PURCHASED).**

All consumables, disposables, controls, Reagents, calibrators, Paper Rolls, etc. are to be provided with tests.

<b>No</b>	<b>TEST NAME</b>	<b>Number Of Tests</b>
1	PT	1000
2	APTT	1000

## **9. ABGs Analyzer Prime CCS (PURCHASED)**

All consumables, disposables, controls, calibrators, Paper rolls, etc. must be provided with tests.

<b>No</b>	<b>TEST NAME</b>	<b>Number Of Tests</b>
1	ABGs	30000

## **10.FULLY AUTOMATED COAGULOMETER ON REAGENT RENTAL BASIS REQUIRED**

### **PVMS OF PATHOLOGY AND BLOOD BANK**

**Clinical Specialty** Hematology

**Generic Name** 8-FULLY AUTOMATED COAGULOMETER

**Clinical Purpose** Blood clotting tests are the tests used for diagnostics of the homeostasis system. Coagulometer is the medical laboratory analyzer used for testing of the hemostasis system. Modern coagulometers realize different methods of activation and observation of development of blood clots in blood or in blood plasma

#### **TECHNICAL SPECIFICATIONS**

##### **Detailed Requirement:**

Throughput: 45 t/h or more for PT and APTT or more

Random access system fully automated

RS 232 or USB Interface

220V 50 Hz, AC

##### **User Adjustable Settings:**

Up to 23 Reagent Positions or more

Minimum 20 Samples Positions on board for tubes and cups

On Board storage capacity with separate positions for STAT.

LIMS interfacing, RS232 /RJ45

##### **Displayed Parameters:**

Digital display for results

##### **Accessories:**

Complete with standard and operation accessories.

1. Built-in or External Laser Printer

2. Compatible Computer, LCD Monitor

3. Imported Compatible Sine wave UPS for back up of up to 30 minutes (Emerson, Liebert, Chloride, MGE, APC or Equivalent)

4. Operating Manual with a Soft Copy

5. Service Manual with a Soft Copy

**Optional:**

**Note:** This tender of Automated Coagulation System is for 03 years but is subjected to approval every year based on backup and quality maintenance along with the 5-10 % increased rates.

- All consumables, disposables, controls, Reagents, calibrators, Paper Rolls, etc. are to be provided with tests. A compatible UPS minimum 30 minutes backup system must be provided with Automated Coagulation System.
- Country of Manufacturer: USA, EUROPE, JAPAN
- Quality Certificate: FDA/CE/MHLW

No	TEST NAME	Number Of Tests
1	PT	30000
2	APTT	30000

### 11. SEROLOGY SECTION

No	ITEM NAME	Quantity OF TESTS
1	HBSAG DEVICES	30000
2	ANTI HCV DEVICES	30000
4	ICT MP DEVICES	20000
6	VDRL DEVICES	5000
7	ASO TITRE	1500
8	RA FACTOR	1500
9	ANF	500
10	HIV DEVICES	30000
11	HBEAG DEVICES	500
12	ICT TB DEVICES	3000
13	C REACTIVE PROTEIN	2000
14	Dengue IgM	1000
15	Dengue NS1	1000

**Note:**


1. Valid quality certification of US FDA/WHO/CE/JMHLW prequalified/approval of the quoted product.
2. The bidder shall provide 01 sample box of the quoted package, as per requirement for evaluation/satisfaction of the Committee along with its bid/offer. The sample will be evaluated by the technical evaluation committee by analyzing its Production quality, Design, Reliability, Conformance to the specification & quality standards, and safety for usage. sample evaluation will be knocked down criteria.

### 12. Misc. ITEMS

No.	ITEMS	QUANTITY
1	TEST TUBE PLASTIC	30000
2	YELLOW TIPS	250 BAGS
3	BLUE TIPS	250 BAGS
5	GLASS SLIDES	200 Boxes
6	URINE CONTAINER	30000
7	GLOVES	500 PACKS

8	NEEDLE CUTTER	100
9	TEST TUBE RACK	30
10	GLASS TUBE	20000
12	ADJUSTABLE PIPPETS (Japan, USA, Europe)	15
13	ESR FAST DETECTOR STANDS IN 30 MINUTES	20
14	ESR TUBES FOR FAST DETECTOR	5000
15	Cover Slips	200 Boxes
17	TDS Meter Digital with Accessories	10
19	Card Rotator for Serology	05
20	Bleaching Solution (500 ml packing)	50 liters
21	Toothpicks	500 pack
22	SANIPLAST STRIP BANDAGES	25000
23	SANIPLAST SPOT BANDAGES	25000
24	Tourniquet Band (Japan USA, Europe)	100
25	Heparin Chemistry Vial with Green Top	100000
26	EDTA Vacuum Vials (CBC Vials)	100000
27	PT & APTT Vials	100000
28	Alcohol swab	100000
29	ABD Blood Group Set	50 set
31	Bovine Albumin Serum	50
32	Coombs (Anti Human Globulin)	50
33	Slide Lamp for Blood Group Determination	20
34	HTC-2 digital LCD Temperature Humidity Meter Indoor /Outdoor Room Thermometer Clock	50
35	Stopwatch Digital	10
36	Neubauer Counting Chambers	20

**In case of non-availability / allocation of sufficient required funds, the whole procurement may be scrapped and in such case the procuring agency shall incur no liability towards the prospective bidder. Keeping in view the availability of funds, the quantity may be increased / decreased strictly as per the provision of PPRA Law / Rules.**

  
**MEDICAL SUPERINTENDENT**  
**SFMKB INSTITUTE OF CARDIOLOGY**  
**DERA GHAZI KHAN**

## Section-VIII: Sample Forms

### 8.1 Bid Form

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

Date: \_\_\_\_\_

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

Gentlemen and/or Ladies:

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

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

***[In case of single stage one envelope bidding procedure]***

The Composition of our Bid is:

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) all the forms relevant to the technical and financial bids (clearly indicated on each form)
- c) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

***[In case of single stage two envelope bidding procedure],***

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

**Technical bid includes the following: -**

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.

- c) Copy of bid security form along with copy of financial instruments *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for ..... ( ) Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

**Financial bid includes the following:-**

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid security form (as per **form 8.10**) along with Original financial instrument *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for ..... ( ) Days, beyond the validity of Bid.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

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

Name and address of goods provider	Amount and Currency
------------------------------------	---------------------

(if none, state "none")	

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

*[The Procuring Agency should formulate Bid Form in accordance with PPR-14 keeping in view its requirements, nature of procurement .i.e. goods / simple services / janitorial services / security services / repair and maintenance/any other services etc. etc. However, for a standard procurement/contract, contents of a generalized Bid Form may be as provided above.]*

1.3

**1.2**

---

### 8.3. Bidder Profile Form

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

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

**a) Audited Financial Statement Attachment (Last 3 years)**

Yes	No
-----	----

**b) Details of Experience (Last Five Years)**

(i)	Similar Project (Agency/Department)	Description
(ii)	<b>Value of total Projects/Tenders/POs</b>	<b>Amount</b>

**c) Staff Detail and last month Payroll**

Yes	No
-----	----

*[The Procuring Agency should formulate Bidder Profile Form in accordance with PPR-14 keeping in view its requirements, nature of procurement. i.e. goods / simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. However, for a standard procurement/contract, contents of a generalized Bidder Profile Form may be as provided above.]*



### 8.4. General Information Form

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

	Particulars			
<b>Company Name</b>				
<b>Abbreviated Name</b>				
<b>National Tax No.</b>			<b>Sales Tax Registration No</b>	
<b>PRA Tax No.</b>				
<b>No. of Employees</b>			<b>Company's Date of</b>	
			<b>Formation</b>	

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

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

*[The Procuring Agency should formulate General Information Form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. However, for a standard procurement/contract, contents of a generalized General Information Form may be as provided above.]*

## 8.5. Affidavit

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

**Name:** \_\_\_\_\_

*(Applicant)*

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

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

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

The undersigned further affirms on behalf of the firm that:

- (i) The firm has not been blacklisted by any Department.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

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

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

*[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. goods / simple services / janitorial services / security services / repair and maintenance/any other services etc. etc. However, for a standard procurement/contract, contents of a generalized this Form may be as provided above.]*

### 8.6. Performance Guarantee Form

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

To,

SFMKB Institute of Cardiology  
Dera Ghazi Khan

**WHEREAS** (Name of the Contractor / Service Provider) \_\_\_\_\_ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF \_\_\_\_\_" procurement of the following:

1. *[Please insert details]*.

(Here in after called "the Contract").

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

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

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

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

*[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. goods / simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. However, for a standard procurement/contract, contents of a generalized this Form may be as provided above.]*

### 8.7. Technical Bid Form

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

<b>Sr. No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Specifications dimensions</b>

**Stamp & Signature of Bidder** \_\_\_\_\_

*[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement .i.e. goods / simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. However, for a standard procurement/contract, contents of a generalized this Form may be as provided above.]*

## 8.8. Contract Form

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

THIS AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_ 20 between [name of Procuring Agency] of [country of Procuring Agency] (hereinafter called “the Procuring Agency”) on the one part and [name of Goods / Service Provider] of [city and country of Goods / Service Provider] (hereinafter called “the Goods / Service Provider”) on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods, viz., [brief description of goods] and has accepted a Bid by the Goods / Service Provider for the supply of those services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring Agency’s Notification of Award.
  - (g) Contract Agreement
  - (h) Complete Bid Document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier / Manufacturer as hereinafter mentioned, the Supplier / Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [The Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Seller / Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
7. [The Supplier] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured

as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.

9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[The Supplier]* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Seller/ Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab.

10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and / or award made by the arbitrator shall be final and binding on the Parties.

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

**12. All goods for completion of the contract is the responsibility of the awarded bidder.**

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

Signed/ Sealed by the Manufacturer/  
authorized Supplier/ authorized Agent  
Agency

- 1.
- 2.

Signed/ Sealed by Procuring

- 1.
- 2.

### 8.9. Financial Bid Form / Price Schedule

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

Sr. No.	Item name	Specifications	Unit price (inclusive of all taxes & duties etc.)	Quantity	Total price (inclusive of all applicable taxes & duties etc.)
Total price in figures					
Total price in words					

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

Detail of all applicable taxes / duties / charges, which must be included in the rates quoted by bidder, is given as below:

**Note:**

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

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

A bid not compliant to minimum wage rate (as notified by the government) or excluding applicable taxes and duties shall straight away be rejected.

**Stamp & Signature of Bidder** \_\_\_\_\_

*[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. goods / simple services / janitorial services / security services / repair and maintenance / any other services etc. etc. However, for a standard procurement/contract, contents of a generalized this Form may be as provided above.*

## 8.10. Bid Security Form

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

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

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

CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

\_\_\_\_\_  
*[signature of the bank]*

*[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. goods / simple services / janitorial services / security services / repair and maintenance / any other services etc. etc. However, for a standard procurement/contract contents of a generalized this Form may be as provided above.]*




## Section IX- Check List

*[To be signed and stamped and presented on Bidder's letter head pad]*

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1	Original Receipt for Purchase of Tender along with Standard Bidding Documents.		
2	2% Bid Security of Estimated cost of Articles / Items given by the Department. The Bid Security must be submitted with Technical Proposal.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
8	At least _____ of similar nature having similar cost or above have been performed / executed in public organization during last 02 years (certificate duly signed by gazetted officer attached).		
9	Technical Bid Form (as per <b>form 8.7</b> of Bidding documents) on Letter Head of the Firm duly signed and stamped.		
10	Bid Form (as per <b>form 8.1</b> of Bidding Documents) on Letter Head of the Firm, duly signed and stamped.		
11	Bid Security Form (as per <b>form 8.10</b> of Bidding Documents) on Letter Head of the Firm, duly signed and stamped.		
12	Performance Guarantee Form (as per <b>form 8.6</b> of Bidding Documents) on Letter Head of the firm, duly signed and stamped.		
13	General Information Form (as per <b>form 8.4</b> of Bidding Documents) on Letter Head of the Firm duly signed and stamped.		
14	Affidavit (as per <b>form 8.5</b> ) on non-judicial Stamp Paper of Rs. 100/- (i) The firm has not been black listed from any Department. (ii) The documents / photocopies provided with Bid are authentic. In case of any fake / bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. (iv) Contractor / Firm is not blacklisted or subject to any pending litigation with any Government or Public Department. Affidavit for correction of information Form (as per <b>form</b> of Bidding Documents) on Letter Head of the firm, duly signed and stamped.		
15	i. Contract / Award Letter of previous relevant experience. ii. Company Profile. Staff list along with location and address <i>[where applicable]</i> . iii. Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last 03 year). iv. Bidders Profile Form (as per <b>form</b> of Bidding Documents) on Letter Head of the firm, duly signed and stamped.		

**Stamp & Signature of Bidder** \_\_\_\_\_

  
**MEDICAL SUPERINTENDENT**  
**SFMKB INSTITUTE OF CARDIOLOGY**  
**DERA GHAZI KHAN**