



BIDDING DOCUMENT FOR MEDICINE ITEMS

For The Financial Year 2023-24

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Children Hospital Faisalabad
JHANG ROAD, FAISALABAD

PAGE MARKING / INDEX CERTIFICATE

I Mr. / Miss / Mrs. _____

do hereby certify on the behalf of M/S: _____

That the bidding documents submitted for tender of _____

contains total pages _____.

Moreover, the page marking is done and index has been prepared which is marked as page No. _____.

Name of authorized person _____

Designation _____

C.N.I.C. No. _____

Mailing Address _____

Contact No. (land line) _____

Contact No: (Mobile) _____

E-mail Address _____

Signature

Stamp (Firm)

Dated

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AUTHORITY LETTER

We M/S _____

do hereby authorize Mr./Miss/ Mrs. _____ to
attend the meetings, negotiate on prices, receive letters & bid securities (for tenders 2023-24 Children
Hospital Faisalabad) on behalf of our firm. The particulars of authorized person are given below.

Name of authorized person _____

Designation _____

C.N.I.C. No. _____

Mailing Address _____

Contact No. (land line) _____

Contact No. (Mobile) _____

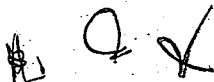
E-mail Address _____

Sign. & Stamp (Signing Authority)

Dated _____

Contact No. _____

NOTE: - In case of any change in authorized person must be conveyed to Medical Superintendent,
Children Hospital Faisalabad in writing.



TENDERS 2023-24
TERMS & CONDITIONS OF FRAMEWORK CONTRACT FOR THE PURCHASE OF
MEDICINE ITEMS FOR THE YEAR 2023-24.

Price of purchase of tender documents Rs. 1000/- (Non-refundable).

The sealed bids are invited from the manufacturers/ importers /foreign Principals or their sole agents, duly registered with the Health / Income Tax & Sales Tax Department of the Government (Federal/Provincial) on the conditions laid down in P.P.R.A. Rules 2014/ amendments for the framework contract for procurement of medicine for the financial year 2023-24. The manufacturer/ importer/ foreign principal or their sole agent/distributors can participate in the tender through their distributors/sole agents/drug sale license holder. The stores / items will be purchased as per list enclosed.

1. **Submission of Bids:-** Bids will be submitted in sealed package (Single stage - two envelopes method) the sealed package will contain two sealed envelopes. One envelope will bear "TECHNICAL PROPOSAL" and the 2nd bear "FINANCIAL PROPOSAL" Bids must be submitted in double cover. The outer envelope will bear name of the Purchaser, tender number and date of opening but not the name of the firm, which must appear on the inner envelope only. All envelopes must be sealed properly. All Technical Proposals will be opened by the Tender Opening Committee on the schedule time, place & date. The Financial Proposals will be opened by Tender Opening Committee of responsive / technically successful bidders later, on schedule time place & date. **Non-responsive / technically rejected financial proposals will not be announced and will be returned back to the respective firms.**

2. **Validity Period:** The tender will be valid for the Financial Year 2023-24 from the date of opening of the tender till the expiry of total tender period. (30.06.2024). However, It is extendable for three months as per the requirement of the hospital for the financial year.

KNOCK OUT CLAUSES (COMPULSORY PARAMETERS)

Note: Any offer not received as per terms & conditions of the tender is liable to be ignored.

- No offer of a firm / individual shall be considered if: -
- i. Drug manufacturing / sales license (where applicable). I- Valid drug sales license issued by DRAP (formerly known as MOH) II- Valid drug sales license issued by CDC, Lahore.
 - ii. Drug registration Certificate (D.R.C). valid drug registration certificate issued by DRAP (formerly known as MOH).
 - iii. Undertaking regarding non declaration of spurious / Adulterated batch by the DTLs of the Punjab / any competent lab of quoted item within last two year. (Undertaking of judicial paper)
 - iv. Fresh Samples submission for each quoted item is mandatory along with the technical bid. All participating firms (medicine items) are bound to provide **06 samples** (freshly manufactured) for Technical Evaluation of quoted items along with Technical Proposals. In case of non-submission of samples, the quoted items of the firm will be automatically technically knocked out / rejected. (Specification quoted in the technical offer will be verified from samples provided).
 - v. Good manufacturing practices (GMP) Certificate (valid good manufacturing practices (GMP) certificate issued by Drug Regulatory Authority Pakistan (DRAP).
 - vi. Tender Form not purchased from the Principal/Head of Institutions
 - vii. Received without bid security being a part of Financial Proposal.
 - viii. Received after the date and time fixed for tender.
 - ix. The tender is unsigned & is not in two sealed envelopes marked as: -
TECHNICAL PROPOSAL & FINANCIAL PROPOSAL
 - x. The offer is ambiguous / tempered
 - xi. The offer is conditional.
 - xii. Offer is from a firm which is black listed, suspended, remained guilty of misconduct or involved in unnecessary litigation with any Government Department / autonomous institutions & corporations etc.
 - xiii. The offer is received by telegram/fax/e-mail.
 - xiv. The offer/bid is technically rejected by evaluation committee on any ground.
 - xv. The offer of a product having less than one year market experience, (in case of drugs / medicines the market experience of at least one year as a registered drug).
 - xvi. Income Tax registration certificate. (Attested copy).

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- xvii. All bids should be submitted in tape or ring binding. Bids with loose papers shall be rejected straightaway. All documents should contain accurate page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory otherwise bid shall be rejected straightaway.
- xviii. Every participating firm will be allowed to quote only a single brand for each advertised tender item to ensure healthy competition among the bidders. In case a firm quotes more than a single brand against any advertised tender item, the firm will be automatically disqualified/knocked out for that particular quoted tender item.

3. Original documents have to be produced at the time of tender opening.
4. In case the contractor fails to execute the contract agreement strictly in accordance with the terms and conditions laid down in the PPRA rules / contract within stipulated period, the earnest money, deposited by the firm will be forfeited and the bid will be rejected. The competent authority may consider the bid of next tenderer for acceptance in respect of that stores after negotiation.
5. In case of late delivery of goods beyond the periods specified in the supply order penalty @ 2% per month (0.067% per day) of the cost of late delivered supply shall be imposed upon the supplier and deducted from the bills / invoices. However the Medical Superintendent reserves the rights to cancel contract agreement and allow further negotiations with the next lowest bidder (2nd) for the purchase of store and the purchaser may purchase from local market on risk and cost basis and the difference of price will be recovered from the bid security/ performance guarantee or from the pending claims/ bills of the firm without any further notice.

BID SECURITY:

- 6.
- i. The bidders are required to furnish bid security of 2% Estimated Price of each item, which should be enclosed in sealed envelope of "Financial Proposal".
 - ii. The bid security / earnest money shall be in Pakistan rupees in the form of Call Deposit Receipt (CDR) in favour of Medical Superintendent, Children Hospital Faisalabad from a scheduled bank.
 - iii. Bid security of the un-successful bidders will be returned as prompt as possible after completing necessary formalities.
 - iv. The bid security will be liable to be forfeited in the following circumstances.
 - a. Bidder withdraws its bid during the bid validity period as specified in the bidding document.
 - b. A successful bidder, to whom acceptance of bid conveyed, fails to sign the contract, or does not furnish the requisite performance guarantee.
 - c. The competent authority may consider the bid of next tenderer for acceptance in respect of that stores after negotiation (if necessary).
 - d. The bid security of successful bidders can be adjusted to their performance guaranty after acceptance of their bids.
 - e. **The bidders have to furnish fresh bid security & the bid security related to previous tenders will not be entertained.**
7. The tenderer will certify that the Estimated Prices are not more than the prices charged from any other Government Department / corporations and autonomous institutions etc in the province & in case of any discrepancy, the tenderer will refund the excess price charged.
8. The Tenderer should be required to submit his quotations on prescribed tender form purchased from purchase cell of Children Hospital Faisalabad, receipt of which will be attached with tender document.
9. Tenders should be addressed to the Medical Superintendent, Children Hospital Faisalabad.
10. In case supply is not according to specification or declared sub-standard, spurious, adulterated, misbranded etc by the physical verification committee or DTL, the firm is bound to replace the whole stock with fresh stock at his own expenses. An undertaking on judicial paper of Rs. 300/- duly attested by Oath Commissioner will be given in this regard as per specifications laid down in PPRA rules. (Annex-4)
11. Firms are bound to provide additional drugs as samples free of cost of each batch to the extent required for D.T.L/ otherwise the cost will be deducted from their bill. All sterile products are also included in this section. Testing charges of the samples will be born by the tenderer/contractor irrespective of the result of the sample.
12. The bids should be submitted on the basis of standard packing approved by Ministry of Health, Islamabad.

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13. First lowest bidder shall not be allowed to withdraw his offer and bid security will not be refunded before the conclusion of the contract.
14. All terms & conditions of tender enquiry should be duly signed, stamped and attached with the offer.
15. The Performance Guarantee of successful bidder will be released on completion of contract period and production of satisfactory report from the Medical Superintendent.

DELIVERY SCHEDULE:

16. The delivery Schedule is mentioned against each tender item. However, Bill of quantities to be purchased can be changed as per requirement of the Hospital. The delivery period, will be 45 days of issuance of supply order. However, the supplier may indicate its own delivery period earliest by which it will supply the goods or as decided by the institution on case to case basis maximum 15 days may be extended as a grace period upon request of the firm on case to case basis.
17. In case of equal rates, contract can be awarded to all, holding equivalent prices simultaneously.
18. The contractor will provide the copy of computerized National Tax Number (NTN) / Sales Tax Registration Certificate. All tax deductions will be made according to Government instructions. N.T.N. will also be mentioned on front page of the bid / tender form.

PAYMENT SCHEDULE:

19. The payments will be made to the suppliers/contractors in Pak rupees against their invoices within 30 days from the date of completion of supplies of the respective stores subject to verification / inspection, DTL satisfactory report regarding the quality & quantity of the concerned store and availability of budget.
20. In case of any dispute between Hospital Administration and the supplier/ contractor, the decision of Medical Superintendent Children Hospital Faisalabad shall be final and not challengeable in any court of law.
21. Printed price lists of medicines/surgical disposable items of relevant firms will have to be attached with the tender form.
22. Only 1st lowest bidders will be called wherever negotiation is considered necessary.
23. Attested photocopies of CNIC of tenderer / representative and other necessary documents related to tender must be attached with the tender.
24. All offered products will be considered individually and contract will be issued after evaluation & standardization on the recommendations of TAC and end-user.
25. The bidder shall supply the drugs/medicine in special green packing (Exempted for imported items).
26. The material should be packed in the manner as instructed by the Government in its rules notifications and circulars issued from time to time. On all medicine items and others where necessary, validity period and following stamp with permanent & undeletable ink must be recorded.

**“NOT FOR SALE”
GOVERNMENT OF THE PUNJAB
CHILDREN HOSPITAL, FAISALABAD**

SHELF LIFE

27. The shelf-life must be up to 85% for locally manufactured drugs and 75% for imported drugs. 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 medicine respectively.
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. No Medicine/drugs/goods/store less than the prescribed shelf life should be accepted.
28. The firm will supply the stores on free delivery (F.O.R Children Hospital Faisalabad) basis within the stipulated period at the consignee end.

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29. General / special conditions laid down in PPRA rules 2014/ amendments are also applicable.
30. All the bidders will provide six samples of medicine for evaluation along with the technical bids. If samples of particular tender item required is not submitted, the bid for that particular item will not be considered. The samples will be technically scrutinized / evaluated by the evaluation Committee in consciences with the end user.
31. The bidders must submit their bids of best and final prices to avoid un-necessary negotiation. No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.
32. The tenderer is required to submit the documents as per check list provided with bidding documents.
33. All prices quoted by the bidders shall be considered inclusive of all prevailing Government taxes / duties etc. However, the supplier are bound to pay Government Taxes (Income Tax, Stamp duty etc.) as imposed by the Government time to time. As per instructions issued by Health Department, Government of the Punjab vide letter No. IAW/HD/8-21/77(PG) dated 01.01.2014 all successful bidders / contractors will pay the stamp duty 25paise for every one hundred rupees or part thereof of amount of the contract on the procurement of stores and materials. The stamp duty will be collected by the Medical Superintendents of the concerned hospital as per quantity purchased.
34. The bidder shall submit an affidavit on judicial paper worth Rs. 300/- that the firm is not black listed on any ground by any Government (Federal / Provincial / District, a local body or a public sector organization). The bidder shall be debarred from bid on account of submission of false document if pointed out at any stage.
35. The bidder shall provide a list of plant, machinery / equipment installed in the factory with details of manpower skills. In case of imported drugs / medicines, the profile / credentials of the foreign manufacturers in the respective foreign country, shall also be provided.
36. All the successful bidders are bound to supply the items awarded to them to all components of this institution.
37. The availability of the quoted items in the market must be one year or more.
38. All Purchases will be made as per Government Rules issued form time to time.
39. All the participating bidders / tenderers are bound to provide page marking / index certificate along with the bidding documents, moreover the bidding documents must be in proper binding. In case of non-compliance of above mentioned direction the responsibility of misplacing of any document from the bidding documents will lie on the participating bidder / tenderer. The competent authority will not accept any excuse in this regard.
40. The participating bidders / tenderers must ensure that they are submitting their bidding documents complete in all respects.
41. The participating bidders / tenderers will be disqualified if he provides false, fabricated or materially incorrect information & will be treated according to PPRA Rules.
42. If a contractor acts in a manner detrimental to the public interest or good practices or has consistently failed to perform his obligation under the contract or his performance has not been up to mark or he is found indulging in corrupt or fraudulent practice, the Institution may, after affording him an opportunity of hearing and through a notification, debar him from participating in any procurement process of the procuring agency for such period as the procuring agency may determine in the light of the circumstances of the case.
43. This process is subject to the final decision made by Govt. of the Punjab, Specialized Healthcare & Medical Education Department for the items which are under process of central procurement. The decision made by the Government at any time during Financial Year 2023-24 will be applicable & considered as final.
44. Process of black listing of the companies who caused this inconvenience & provided misbranded medicines will be initiated by the concerned procuring agencies under the administrative control of SHC&ME Department and Provincial Quality Control Board will also take strict action under rules instead of issuing simple warning.
45. CDR should be in Pakistan rupees and in favour of Medical Superintendent, Children Hospital Faisalabad and from participating bidders./ company's official bank account.

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46. An affidavit from sole agent(s) that their product(s) are freely available with same brand name in the country of manufacture & is safe for human consumption has to be provided
47. Dry powder injections with be provided with water for injection in combo pack.
48. The bids once submitted cannot be withdrawn otherwise bid security will be forfeited.
49. For samples submission low-cost items samples will be provided as specified. For high-cost items the samples may be returned after demonstration. The manual/broacher will be vetted by the Evaluation Committee.
50. Respective Vaporizers for Isoflurane & Sevoflurane should be provided free of cost with these drugs.
51. The Medical Superintendent, Children Hospital Faisalabad has full rights to cancel all the tenders or single tender / or wave off any term & condition without assigning any reason and it cannot be challenged in any court of law.

BIDDER'S SIGNATURE AND SEAL

Name: _____

Designation: _____

CNIC No. _____

INCOME TAX NO. _____

SALE TAX NO. _____

Date: _____

STORE: _____



MEDICAL SUPERINTENDENT
Children Hospital, Faisalabad

INVITATION TO BIDS

Tender No.	
Time & Date of Submission of bids	
Time & Date Opening the bids	

Note: This invitation to bids is only for the goods and stores as are mentioned in this bidding document and the tender notice published in the newspapers on _____ under the authority of

The Medical Superintendent, Children Hospital, Faisalabad.

Whereas, The Medical Superintendent, Children Hospital Faisalabad intends to procure goods, items, stores, and services by calling open tenders from the interested vendors, suppliers, dealers, manufacturers, and stockists of such goods and services: Now, the Medical Superintendent, Children Hospital, Faisalabad, (hereinafter also referred as the "Purchaser") invites sealed bids from the eligible bidders for the supply of goods, stores, and services, as per the Schedule of Technical Specifications annexed to this invitation to the tenders and subject to the conditions as laid down in this bid document, in accordance with the provisions of the Punjab Procurement Rules (PPR), 2014/ amendments.

1. Bidding will be conducted through a competitive bidding process as specified in the Punjab Procurement Rules, 2014/amendments and will be open to all bidders who fulfill the requisite qualifications for participating in the bidding.
2. Interested bidders, who intend to participate in the tenders, can purchase a complete set of the bidding documents from the address given below by presenting a written application on their official letterhead and upon cash payment of a non-refundable fee as mentioned in the advertisement notice.
3. Bidders will submit their offers on the prescribed Bid Proforma attached to this invitation to bids and shall sign the certificate and the undertaking as given in this document to the effect that the stores shall be supplied exactly in accordance with the requirements specified in the tender document: In case of any difference or deviation of the specifications, the bidder shall clearly state it in his bid papers; otherwise it will be presumed that the offer is strictly in accordance with the requirements and specifications of the Purchaser.
4. Bids must be submitted to the address below within the specified time in the specified manner. Bid received after the cut-off time and date will not be entertained.
5. The validity of the received offers will be for 90 days after opening of Technical Bid.
6. Place of consignment and the delivery period shall be as specified in the supply order issued to the successful bidder(s) and the contract agreement, if any.
7. Failure to submit the bid in the manner prescribed in this invitation to bids may result in rejection of the bid.
8. The Purchaser reserves the right of accepting a bid in accordance with his evaluation criteria. Bill of quantities to be purchased can be changed upto 15% as per requirement of the institution/ components.
9. The contract agreement, if any, resulting from this invitation to bids shall be governed by and subject to the general and the special conditions of contract as are agreed to and signed by the Purchaser and the supplier, and shall also be subservient to the terms and conditions governing contracts for supplies as contained in the PPR 2014 / amendments and the general provisions of the Contract Act, 1940 as applicable in the country.
10. Bids will be opened in the presence of the bidders or their authorized representatives who choose to attend the opening ceremony.
11. A bidder quoting against this Invitation to bids shall be deemed to have read and understood the conditions thereof and the particulars of the stores or services required by the Purchaser and their specifications, etc.

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BID PROFORMA

Tender No.:	
Last Date & Time of Submission of bids:	
Date & Time of Opening the bids:	
Amount of Bid Security:	2% Estimated Price of each item
Place of Consignment:	Children Hospital, Faisalabad.

Note: Please read the following note and instructions carefully before filing in the bid proforma:

1. Any offer not received as per terms and conditions of the invitation to bid/tender enquiry is liable to ignore.

2. **Submission of bids:-** Bids will be submitted in sealed package (Single stage - two envelopes method) the sealed package will contain two sealed envelopes. One envelope will bear "TECHNICAL PROPOSAL" and the 2nd bear "FINANCIAL PROPOSAL", Bids must be submitted in double cover. The outer envelope will bear name of the Purchaser, tender number and date of opening but not the name of the firm, which must appear on the inner envelope only. All envelopes must be sealed properly. All Technical Proposals will be opened by the Tender Opening Committee on the schedule time, place & date. The Financial Proposals will be opened by Tender Opening Committee of responsive / technically successful bidders later, on schedule time place & date. **Non-responsive / technically rejected financial proposals will not be announced and will be returned back to the respective firms.**

3. **Validity Period:** The tender is valid for the financial year 2023-24 from the date of opening of the tender till the expiry of total tender period. (Till 30.06.2024). However, it is extendable for three months (only for 1st quarter requirement of the Hospital for the financial year 2023-24)

4. The validity of the received offers will be for 90 days after opening of Technical Bid.

5. The Purchaser reserves the right to purchase the stores, goods, or services in full or in part regardless of the notice of invitation and may also ignore or scrap or cancel the tender at any stage of the bidding without assigning any reason.

6. (a) If the provisional acceptance of bid issued during the validity period of the offer is not accepted by the bidder, the bid security deposited by him shall be forfeited and the stores may be purchased at his risk and expense. (b) If a bidder withdraws or amends or revises its bid at any time during the validity period, the bid security would be liable to forfeiture.

7. In case, the contractor/supplier fails to execute the contract strictly in accordance with the terms and conditions as laid down in the contract, the Performance Guarantee deposited by him would be forfeited and the store may be purchased at his risk and expense.

8. The Purchaser reserves the right to claim compensation for the loss caused by the delay in the delivery of the goods and services.

9. **The delivery period, will be 45 days of issuance of supply order. However, the supplier may indicate its own delivery period earliest by which it will supply the goods.**

10. Bids should be quoted on the prescribed bid proforma only. However, the bidder may add additional information or submit letter on the official letterhead.

11. Cash receipts (in original) in token of having purchased the tender, must accompany the offer.

12. Bids and all correspondence should be addressed to the Purchaser i.e., Medical Superintendent Children Hospital, Faisalabad.

13. Bidders must quote their firmed-up final rates after considering all aspects of the bidding, both in words as well as in figures. In case of difference between the two, rates quoted in words shall prevail.

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14. The tenderer is required to submit following documents:-
- A. Bid Proforma and invitation to bids.
 - B. Bid security @ 2% the Estimated Price of each item quoted/offered item in the form of fresh CDR in favour of the Medical Superintendent, Children Hospital, Faisalabad enclosed in sealed envelope of "FINANCIAL PROPOSAL".
 - C. Original tender form
 - i- TECHNICAL PROPOSAL
 - ii- FINANCIAL PROPOSAL, showing Estimated Price / cost with Security Deposit under envelop marked as "FINANCIAL PROPOSAL" Price schedule shall be submitted with Financial Proposal.
 - D. An affidavit that the prices reasonability certificate of the each item.
 - E. Attested photocopy of his Computerized National Identity Card.
 - F. Income Tax / Sales Tax Certificates (Attested Photocopies)
 - G. Dealership certificate / authority letter
 - H. Sole Agent authority letter
 - I. Drug sales License (valid)
 - J. Manufacturer's authorization form
 - K. Performance / guaranty form
 - L. Source of raw material in case of medicine
 - M. Attested copy of product registration

PERFORMANCE GUARANTEE

The bidder who is declared successful after the financial and technical evaluation of the bids, is required to furnish performance guarantee 5%(Five Percent) of the contract price in favour of the purchaser within the period specified in advance acceptance of the tender. Failure to deposit the performance guarantee may result in cancellation of contract and forfeiture of the earnest money and procurement of the store at the risk and expense of the bidder.

15. Bidders who themselves are the original manufacturers of the demanded goods, stores or services must indicate the name and address of the works in the country where they will manufacture or produce the goods they intend to supply.

16. Bidders who are not the original manufacturers of the demanded goods, stores or services or who are the agents of the principals abroad are required to furnish an undertaking or certificate from the principal or the OEM of the specimen as hereunder. Non submission of such an authorization may render their bids liable to rejection:

"This is to certify that M/s. _____ have obtained a quotation from us against invitation to Tender No. _____ issued by the Medical Superintendent Children Hospital, Faisalabad to be opened on _____. We, being the original manufacturer of the said items, hereby agree to supply/manufacture the said stores strictly in accordance with the specification laid down in the said Invitation to Bids".

17. Bidders must indicate the complete address of the place(s) where the Purchaser or his authorized representative may inspect the stores during their manufacturing, production or assemblage.

18. Bids materially different from the necessary conditions of participation in the bidding, such as a conditional, ambiguous or incomplete offers are likely to be ignored.

19. Once opened, the bids shall be treated as the last and final bids and supplementary, additional or revised offers, after opening, shall not be entertained under any circumstances.

20. Bidders are at liberty to include catalogues, leaflets, brochures, operation manuals, literature and other technical data, if any, in respect of the stores offered by them in support of their bids.

21. Bids should be submitted based on accounting units specified in the invitation to tenders.

22. The bidders must write brand name, name of manufacturers and country of origin of the each items in the Technical Proposal. Moreover, correct tender item No. must be written in Technical & Financial Proposals, incase of incorrect tender item No. the each item will be liable to be ignored / rejected.

23. The Stores shall be brand new and shall be supplied at the place of consignment in the original manufacturer packing, (except medicine items, where green packing is required).

24. In case of imported stores or spares, import documents shall be shown at the time of inspection to ensure that stores offered for inspection are imported ones, brand new and in original packing of the

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manufacturer. Bidders must note that non-exhibition of the import documents at the time inspection or on demand later may lead to forfeiture of their security deposits and procurement of the stores at their risk and expense.

25. Testing charges of the sample(s), if any, shall be borne by the bidder/supplier irrespective of the results of testing.

26. Payment will be made in accordance with the terms and conditions as laid down in this respect in the supply order and the contract agreement. Release of payment will be subject to satisfactory performance of the contract and the final inspection, acceptance note by the consignee or the Purchaser and availability of budget.

27. Grievances will be delt as per rule 67 of PPRA rules 2014.

Bidder's Signature and Seal

Name: _____

Designation: _____

CNIC No. _____

Income Tax No. _____

Sales Tax No. _____

Address: _____

Phone Office: _____

Phone Works: _____

Fax No. _____

Mobile No. _____

Email address: _____

Website: _____

Date: _____

Witnesses:

1. Signature: _____

Name: _____

Designation: _____

CNIC No. _____

Date: _____

2. Signature: _____

Name: _____


Designation: _____

CNIC No. _____

Date: _____

List of enclosures or attachments, if any etc:

- 1.
- 2.
- 3.
- 4.
- 5.


MEDICAL SUPERINTENDENT
 Children Hospital, Faisalabad

Sample to be followed on judicial stamp paper of Rs. 300 by the bidder
UNDERTAKING BY THE BIDDER

1. I/We hereby confirm to have read carefully complete description of the stores and all the terms and conditions of your tender enquiry No. _____, due for opening on _____, for the supply of the stores, goods, and services as advertised in the tender notice as well as those contained in the Bid Proforma and the Punjab Procurement Rules, 2014 (PPR-2014). I/We agree to abide by all these terms, conditions, stipulations, obligations, and instructions.

2. I/We also hereby categorically confirm that the stores offered by me/us conform to the particulars and specifications as laid down in your tender enquiry in all respects and that any difference has been fully and duly explained in the bid papers submitted by me/us.

3. I/We accept that if the required bid security/earnest money is not furnished or my/our offer is found lacking in respect of any other requirements of your tender enquiry, it shall be ignored and I/We shall have no claim to it, whatsoever.

4. I/We hereby acknowledge that timely delivery of the stores is the essence of the contract and do hereby confirm to adhere to the delivery schedule as given in the tender enquiry/supply order/contract agreement. In case of non-adherence, I/We agree unconditionally to accept the recovery of liquidated damages on belated supplies @ 2% per month or part thereof.

5. I/We certify that the prices quoted in this tender enquiry are not more than the prices charged by my/us from any other purchasing agencies in the country; and in case of any discrepancy, I/We hereby undertake to refund the price charged in excess.

6. I/We certify and undertake that we have not been blacklisted by any public or private authority or organization in the country or abroad as the bidder/supplier/manufacturer/contractor or in any other capacity and that, I/We are currently not in litigation with any other authority or organization in this capacity.

7. I/We undertake to accept any or all decisions of the Purchaser with respect to acceptance and rejection of my/our bid, in part or in whole, and that such a decision shall not be justiciable in any court of law at any time and at any stage. I/We further understand that the Purchaser is not bound to accept the lowest bid necessarily.

8. I/We undertake that if our bid is accepted, I/We shall provide a performance security in the form, in the amounts, and within the time specified in the advance acceptance of the tender or the contract agreement.

9. I/We agree to abide by this bid for the entire bid validity period as specified in the bid documents and it shall remain binding upon me/us to accept the advance acceptance of the bid offered to me/us during the original as well as the extended validity period.

10. I/We undertake that pending preparation and execution of a formal contract agreement, my/our bid together with the advance acceptance of bid and notification of award, if any, issued by the Purchaser shall constitute a valid and binding contract between the Purchaser and me/us.


11. I/We certify and confirm that as per the requirements laid down in the bid documents, I/We qualify the eligibility criteria of participating in the bid.

12. I/We solemnly affirm and declare that contents of this undertaking are true to the best of my/our information, knowledge and belief and that nothing material has been withheld by me/us.

13. I undertake that I will be responsible for free replacement of supplied stores if same are found to be defective.

Bidder's Signature and Seal

Name: _____
 Designation: _____
 CNIC No. _____
 Date: _____
 Witnesses:
 1. Signature: _____
 Name: _____
 Designation: _____
 CNIC No. _____
 Date: _____
 2. Signature: _____
 Name: _____
 Designation: _____
 CNIC No. _____
 Date: _____


MEDICAL SUPERINTENDENT
 Children Hospital, Faisalabad

PERFORMANCE GUARANTY/ SECURITY FORM

To: The Medical Superintendent,
Children Hospital, Faisalabad

Whereas M/S _____ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated _____ to supply [*description of goods*] (hereinafter called "the Contract").

And whereas, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of 5% (*five Percent*) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 202

Signature and Seal of the Guarantors/ Bank

Address _____

Date _____

A J R

MANUFACTURER'S AUTHORIZATION FORM

To:

The Medical Superintendent,
Children Hospital, Faisalabad

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against No. *[reference of the Invitation to Bid]* for the goods manufactured by us. We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

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

2 2

CONTRACT FORM

THIS CONTRACT is made at ----- on ----- day of ----- 202 between The Medical Superintendent, Children Hospital Faisalabad (hereinafter referred to as the "Procuring Agency") 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 Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (*firm name*) being the Manufacturer/ Sole Agent of (*item name*) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (*item name*) cost per unit,

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special Conditions of this Contract hereinafter referred to as "Contract".
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -

- a. Price Schedule submitted by the bidder,
- b. Technical Specifications;
- c. General Conditions of Contract;
- d. Special Conditions of Contract; and
- e. Procuring Agency's Award of contract; and
- f. Purchase Order

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier 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 with the subject to the availability of budget.

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 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.

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 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 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 Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.

9. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, [The Supplier] agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.

10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

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

12. If the firms provide substandard item and fail to provide the item the payment of risk purchase, the price difference shall be paid by the Firm

13. In case of supply of substandard product the destruction cost will be borne by the firm i.e burning, Dumping, Incineration 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 Person	Signed/ Sealed by Procuring Agency

b Q ✓

BID FORM

Date: _____

No. _____

To: The Medical Superintendent,
Children Hospital, Faisalabad

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of [Total Bid Amount _____], [Bid Amount in words _____] 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 shall obtain an unconditional guarantee of a bank in the sum of Two Percent of the Contract Price for the due performance of the contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of [number] days from the date fixed for bid opening under instruction to the 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, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that the Procuring Agency is not bound to accept the lowest or any bid, Procuring Agency may receive. 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, as per detail given below:

Name and address of agent _____ Amount _____
(if none, state "none")."

Dated this _____ day of _____ 20__.

Signature (in the capacity of)

Duly authorized to sign bid for and on behalf of.

Attachment

Handwritten marks: a checkmark, a circle with a dot, and another checkmark.

SPECIMEN FOR TECHNICAL PROPOSAL
MEDICINE ITEMS FOR THE YEAR 2023-24

Name of bidder/Firm:- _____

Tender Item SR. # (As per tender enquiry)	NAME OF ITEMS	SPECIFICATION	BRAND NAME	MANUFACTURER	COUNTRY OF ORIGIN

SIG. & OFFICIAL STAMP OF BIDDER

Note: The bidders must submit their technical proposals on letter head (letter pad) of the firm which must be duly signed & stamped by an authorized person.

MEDICAL SUPERINTENDENT
Children Hospital, Faisalabad

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SPECIMEN FOR FINANCIAL PROPOSAL
PRICE SCHEDULE MEDICINE ITEMS FOR THE YEAR 2023-24

Name of bidder/Firm:- _____

Tender Item SR. # (As per tender enquiry)	NAME OF ITEM	SPECIFICATION	ACCOUNTING UNIT	BRAND NAME COUNTRY OF ORIGIN	NAME OF MANUFACTURER	MRP/UNIT PRICE	TOTAL QUANTITY REQUIRED	UNIT PRICE OFFERED (Including All Applicable Taxes)	TOTAL PRICE (OFFERED)	BID SECURITY 2% of the Estimated Price
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• **SIG. & OFFICIAL STAMP OF BIDDER: -** _____

NOTE:

- i) In case of discrepancy between unit price & total price, the unit price shall prevail.
- ii) The bidders must submit their financial proposals on letter head (letter pad) of the firm which must be duly signed & stamped by an authorized person.
- iii) Unit price offered should be inclusive of all Govt. Taxes. Bids without taxes will be rejected on the spot (Knocked out)


MEDICAL SUPERINTENDENT
Children Hospital, Faisalabad

**BID EVALUATION CRITERIA
FOR TENDERS 2023-24**

The following merit point system for evaluation factors / criteria will be applied for the "TECHNICAL PROPOSALS". The point score shall be mentioned in the "BID EVALUATION REPORT".

MERIT POINT SYSTEM


Evaluation Of Manufacture, Distributor & Sole Agents
(Medicines items)

STAGE: 01

SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENT REQUIRED
1.	Financial Position / Status i. Income Tax registration certificate ii. Sales tax registration certificate iii. Statement worth (min 5 million)	10 (03) (03) (04)	i. Attested copies of requisite certificates ii. Audited balance sheet of last 2 years/Bank Statement worth (mini 05 million)
2.	Overall past performance of the firm/company A. Children Hospital, Faisalabad i) very good ii) good iii) satisfactory B. Other Govt. Institutions: No past experience with this institution but has experience with other Govt. Institutions and has provided satisfactory performance certificate from the Head of those Govt. institutions (competent authority).	10 (10) (07) (04) 02 points = each certificate maximum = 10 points	i. Attached attested copy of performance certificates issued by the competent authority (copies of purchase orders and delivery challans of respective performance certificate must be attached for product evaluation Stage-II). Note: Technically Rejected: Any bidder failed to provide performance certificate from any Govt. Institute will be technically rejected. Technically Knocked Out: Any bidder provided unsatisfactory/poor performance certificate from any Govt. Institute will be technically Knocked Out.
3.	Valid Manufacturing License /Valid Drug Sale License a) For Manufacturers Valid Drug Manufacturer License b) For Distributors Valid Drug Sale License c) For Sole Agents Valid Drug Sale License	(10) (10) (10) (10)	i. Attached attested copy requisite documents ii. Documentary evidence of applied for renewal (if expired) Note: Technical Rejected: • if any bidder failed to provide the valid required documents will be technically rejected. • Any bidder that has applied for new license will be technically rejected unless provide the valid license.
4.	Technical Staff a) For Manufacturer i. Plant Manager (B. Pharm Phd/M. Phil) ii. Production Pharmacist (B. Pharm Phd/M. Phil) iii. Quality Control Manager + Analyst (B. Pharm/MSc Chemistry) iv. In process Quality Assurance inspector (B. Pharm/PHD/M. Phil) v. Quality Assurance Manager (B. Pharm/ MSc Chemistry) b) For Distributor/Sole Agents i. Qualified Person(s) (B. Pharm. Pharm D/M. Phil)	05 (01) (01) (01) (01) (01) (05)	The bidder is required to attached the following documents i. Attested photocopies of degrees ii. Attested photocopies of licenses issued by Pakistan Pharmacy Council (PPC). iii. Appointment letters of concerned technical staff. iv. Attach firm's pay roll for last one year.
5.	Warehouse and Thermo transport Data ➤ Company's own ware house ➤ Company's own transportation facility (loading vehicle) ➤ Facility to control humidity & temperature in the ware house/cold chain maintenance facility along with warehouse thermo-log data. ➤ Reefer Containers Transportation for stock suppliers	05 (02) (01) (01) (01)	Certificate on letterhead of the firm/company. Note: i. The firm is bound to provide the documentary evidence that the good own / warehouse is the property of firm or is rented by the firm. ii. The transport (vehicle)/valid agreement with reefer transport company (if applicable) must be registered to the name of the participating firm/owner of the firm (attached attested copy of vehicle registration) iii. The firm is bound to provide evidence of the humidity & temperature control
6.	International Certification i) ISO (9001, etc.) /FDA (USA) /WHO ii) CE iii) FDA (China)	05 (05) (04) (03) Maximum = 05	Attach valid attested copies of certificates / letters
7.	Undertaking: • Undertaking regarding Non-declaration of spurious/adulterated/substandard batch by the DTL's of the Punjab/ any competent lab of quoted items within last two years • Undertaking regarding the rates charged/offered by the firm will be higher/exorbitant from other Govt. Institution, the same firm will be responsible for recovery.	(05) (2.5) (2.5)	The bidder shall provide (attach) affidavit as undertaking on E-Stamp paper duly legalized which may be verified. Any False claim led to disqualification/blacklisting of firm.
Total Points		Total Points = 50	Qualifying points 30

NOTE:

- Only those firms / companies will be eligible for product evaluation by TAC, who will qualify as per above mentioned criteria / merit point system.
- In case of invalid drug manufacturing license & drug sales license, all those "Technical Proposals" will be technically rejected.
- Any bidder failed to provide performance certificate will be technically rejected.
- Any bidder provided unsatisfactory/poor performance certificate will be technically Knocked Out.


MEDICAL SUPERINTENDENT
Children Hospital, Faisalabad

**BID EVALUATION CRITERIA
FOR TENDERS 2023-24
MERIT POINT SYSTEM
EVALUATION OF PRODUCT**

**(General Criteria for Manufacturer, Distributors & Sole Agents)
(Medicine Items)**

STAGE: 02

SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENTS / ITEMS REQUIRED
1.	Physical Report (As Ascertained by TAC) ➤ Product complies the specification quoted in the technical offer. ➤ Complies with official books (BP/USP)/Complies with manufacturer's specifications ➤ Quality of printing (Label, outer carton, leaflet etc.) ➤ Quality of packing / packaging & labeling material	10 (03) (03)/(02) (02) (02)	i. Fresh samples of relevant items Note: Technically Rejected: if the product does not comply with specification quoted in technical offer, product will be technically rejected.
2.	Drug Registration Certificate: For Manufacturer: Valid Drug Registration certificate. For Distributor: Valid Drug Registration certificate. Valid Authority Letter. For Sole Agents: Valid Drug Registration certificate. Valid Authority Letter OR Agency Agreement.	10 (10) (05) (05) (05) (05)	Note: Technically Rejected: i. If the bidder failed to provide valid drug registration certificate/documentary evidence of the renewal of quoted product & authority letter OR Agency agreement, it will be technically rejected. ii. The product having less than one year experience will be rejected.
3.	Production Capacity: (Per day production capacity of relevant product against the total advertised quantity) i. Less than 25% ii. 25% to 50% iii. 50% to 70% iv. 70% to 90% v. 90% and above	05 (00) (02) (03) (04) (05)	Attested copies of relevant documents. (Detail of plant and machinery installed is mandatory, along with production capacity of each machine).
4.	Experience of the quoted product in private sector since 1st January 2022 till the closing date of bid submission: ➤ Supply of the quoted product equivalent or higher than the advertised quantity in private sector. ➤ Supply of the quoted product at least 70% or above of total advertised quantity in private sector. ➤ Supply of the quoted product at least 50% or above of total advertised quantity in private sector. ➤ Supply of the quoted product at least 25% or above of total advertised quantity in private sector.	10 (10) (07) (05) (03)	i. The bidder shall provide (attach) summary of market/private sale. (<i>this summary must be on E-stamp paper duly legalized which may be verified</i>). Any false claim lead to disqualification/blacklisting of firm. ii. The bidder shall provide purchase orders with relative delivery challan of quoted item in private sector.
5.	Experience of the quoted product in Public/Govt. sector since 1st January 2022 till the closing date of bid submission: ➤ Supply of the quoted product equivalent or higher than the advertised quantity in public/govt. sector. ➤ Supply of the quoted product at least 70% or above of total advertised quantity in public/govt. sector. ➤ Supply of the quoted product at least 50% or above of total advertised quantity in public/govt. sector. ➤ Supply of the quoted product at least 25% or above of total advertised quantity in public/govt. sector.	10 (10) (07) (05) (03)	i. The bidder shall provide (attach) summary of Public/Govt. sale. (<i>this summary must be on E-stamp paper duly legalized which may be verified</i>). Any false claim lead to disqualification/blacklisting of firm. ii. The bidder shall provide purchase orders with relative delivery challan of quoted item in Public/Govt sector. Note: The purchase orders with relative delivery challans must be of same year & Govt. institute for which the performance certificate has been provided in Stage-I.
6.	Source of API of quoted items: i. Source licensed by Original or accredited by FDA/WHO/EMA Certificate. ii. Other source of API with certificate of analysis	05 (05) (02)	Firm should provide import documents (Bill of Lading/Airway Bill/GD documents etc.) of quoted source from 1 st January 2021 till the closing date of Bid submission in case of imported API.
		Total points = 50	Qualifying points = 30

NOTE:

- Technically Rejected: if the product does not comply with specification quoted in technical offer, product will be technically rejected.
- If the bidder failed to provide valid drug registration certificate/documentary evidence of the renewal of quoted product & authority letter, it will be technically rejected.
- The product having less than one year experience will be rejected
- If product is rejected by technical evaluation committee (having evidence of poor quality of product) it will not be consider for opening of financial bid.

**MEDICAL SUPERINTENDENT
Children Hospital Faisalabad**