Health & Population Department

BIDDING DOCUMENT

(FRAMEWORK CONTRACT FOR THE PROCUREMENT OF DRUGS/MEDICINES, MEDICAL DEVICES & SURGICAL DRESSINGS)

(FINANCIAL YEAR 2025-26)

Bid reference No. PC-01/Drugs/Medicines/25-26

Chief Executive Officer
District Health Authority Pakpattan

GOVERNMENT OF THE PUNJAB
HEALTH & POPULATION DEPARTMENT

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ITB Reference	Description	Detail
ITB Clause 24	Last date and time for the receipt of bids on EPADS	**LAST DATE FOR BID SUBMISSION 02-02-2026 TILL 11:00 AM**
ITB Clause 27	Date, time and venue of opening of technical bids on EPADS	**DATE: 02-02-2026 AT 11:30 A.M VENUE: CEO DHA Pakpattan Office**
N/A	Tender/Bid Reference No. (For Drugs / Medicines)	**PC-01/Drugs/Medicines/25-26**
ITB Clause 16	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination (DDP Basis inclusive of all applicable taxes)
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	**0.5%** of Estimated Cost as given in bidding document against each Item. Bid security shall have validity of at least 200 days
ITB Clause 42	Amount of performance security	**04 %** of the total contract / award value
ITB Clause 21	Bid validity period	180 days from the date of the submission of bids
ITB Clause 09	Bidding procedure	Single Stage – Two Envelope bidding procedure through EPADS
ITB Clause 27	**Chief Executive Officer District Health Authority Pakpattan** **District Complex Pakpattan Phone No. 0457-921122** **Email: edoppn@yahoo.com**	

SECTION I

INVITATION TO BID

Health & Population Department

LETTER OF INVITATION

SUBJECT: **INVITATION FOR BIDS OF DRUGS /MEDICINES THROUGH OPEN COMPETITIVE BIDDING FOR THE FINANCIAL YEAR 2025-26.**

Dear Sir/ Madam

Chief Executive Officer (DHA) Pakpattan has received demands from various Health facilities of District Pakpattan for concluding the framework contract for the procurement of Drugs/ Medicines for FY 2025-26. Chief Executive Officer (DHA) Pakpattan is being concluding the framework contract at central level to ensure availability of medicines and attain uniformity, standardization, economy of scale and value of money for procurement of goods. Chief Executive Officer (DHA) Pakpattan shall issue purchase orders to successful bidder against the requisitioned quantities.

CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN invites e-Bids (Technical & Financial) from local pharmaceutical manufacturers/sole Agents of foreign manufacturers for the supply of Drugs /Medicines through open competitive bidding for the FY 2025-26 on free delivery to Consignee's end basis (DDP basis). Detailed technical specifications along with quantities of Drugs /Medicines are given in the bidding documents.

2. The bidder must bid for entire/total quantity. Bid for partial quantity will straightway be rejected.

3. Interested eligible bidders may also get the bidding documents including detailed specifications from the websites of Punjab Procurement Regulatory Authority (www.ppra.punjab.gov.pk) and Health & Population Department Government of Punjab Official website free of cost.

4. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. Bid duly completed and conformity with bidding documents must be submitted online on E-Pak Acquisition and Disposal System **(EPADS)** website (i.e., http://punjab.eprocure.gov.pk). **Original 0.5 % Bid security of estimated cost of each item in favor OF CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN in the shape of Bank Guarantee /CDR/Pay Order / Bank Draft/ Banker's cheque must be submitted physically at Purchase Cell, CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN on or before 02-02-2026 till 11:00 AM. Bids submitted through EPADS shall only be entertained/ accepted.** The rate offered must be inclusive of all taxes levied by the Government. Bids will be opened publically in the presence of the bidders/their representatives who may choose to be present at Chief Executive Officer (DHA) Pakpattan.

5. The bids shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters. The bids shall clearly be **marked with Tender Enquiry No.** for which the proposal is submitted. Financial Proposal of bids found technically non-responsive shall be returned un- opened to the respective bidders. Item(s) shall be quoted in Technical & Financial Proposal with both Brand Name(s) and generic name**. It is advised that E-financial proposals should be submitted separately for each quoted item through online.**

6. The last date and time for online bid submission on E-Pak Acquisition and Disposal System (EPADS) is **02-02-2026 up till 11:00 AM** which shall be opened on the same date at **11:30 AM.**

7. All documents submitted on EPADS should contain proper page marking, attached in sequence as indicated for evaluation in the bidding Documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.

8. 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 date of submission of original bid security & opening of the bid. However, interested bidder must submit its bid (Technical & Financial proposal) on EPADS on or before closing date i.e., 02-02-2026 up till 11:00 AM.

Note:

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

CHIEF EXECUTIVE OFFICER
(DHA) PAKPATTAN

Health & Population Department

LETTER OF INVITATION

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2. The bidder must bid for entire/total quantity. Bid for partial quantity will straightway be rejected.

3. Interested eligible bidders may also get the bidding documents including detailed specifications from the websites of Punjab Procurement Regulatory Authority (www.ppra.punjab.gov.pk) and Health & Population Department Government of Punjab Official website free of cost.

4. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. Bid duly completed and conformity with bidding documents must be submitted online on E-Pak Acquisition and Disposal System **(EPADS)** website (i.e., http://punjab.eprocure.gov.pk). **Original 0.5 % Bid security of estimated cost of each item in favor OF CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN in the shape of Bank Guarantee /CDR/Pay Order / Bank Draft/ Banker's cheque must be submitted physically at Purchase Cell, CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN on or before 02-02-2026 till 11:00 AM. Bids submitted through EPADS shall only be entertained/ accepted.** The rate offered must be inclusive of all taxes levied by the Government. Bids will be opened publically in the presence of the bidders/their representatives who may choose to be present at Chief Executive Officer (DHA) Pakpattan.

BIDDING DOCUMENTS-FRAMEWORK CONTRACT OF THE PROCUREMENT OF DRUGS/MEDICINS FOR THE FINANCIAL YEAR 2025-26

5. The bids shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters. The bids shall clearly be **marked with Tender Enquiry No.** for which the proposal is submitted. Financial Proposal of bids found technically non-responsive shall be returned un- opened to the respective bidders. Item(s) shall be quoted in Technical & Financial Proposal with both Brand Name(s) and generic name. **It is advised that E-financial proposals should be submitted separately for each quoted item through online.**

6. The last date and time for online bid submission on E-Pak Acquisition and Disposal System (EPADS) is **02-02-2026 up till 11:00 AM** which shall be opened on the same date at **11:30 AM.**

7. All documents submitted on EPADS should contain proper page marking, attached in sequence as indicated for evaluation in the bidding Documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.

8. 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 date of submission of original bid security & opening of the bid. However, interested bidder must submit its bid (Technical & Financial proposal) on EPADS on or before closing date i.e., 02-02-2026 up till 11:00 AM.

Note:

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

CHIEF EXECUTIVE OFFICER
(DHA) PAKPATTAN

Health & Population Department

CHIEF EXECUTIVE OFFICER
DISTRICT HEALTH AUTHORITY PAKPATTAN.
Ph.No:0457-921122
E-mail:edoppn @yahoo.com

INVITATION FOR E-BIDS

Chief Executive Officer District Health Authority Pakpattan invites E-bids from the eligible bidders for Procurement of Drugs/ Medicines, Medical Devices & Surgical Dressings for (DHQ Hospital Pakpattan and THQ Hospital Arifwala) DHA Pakpattan through Open Tender for the fiscal year 2025-26.

T.E No. PC-01/Drugs/ Medicines/Medical Devices/ Surgical Dressings/2025-26		
Sr. #	Name	Name of Items with Specification
1	Drugs/ Medicines, Medical Devices, Surgical Dressings	As per Bidding Documents

The prospective bidders are required to quote competitive prices on delivered duty paid basis at the consignee's end.

Last Date and time of submission of Tender	**02-02-2026 at 11:00 AM**
Date and time of Opening of Tender	**02-02-2026 at 11:30 AM**
Venue: Purchase Cell, O/o Chief Executive Officer District Health Authority Pakpattan, District Complex Pakpattan	

Interested eligible bidders may get the Bidding Documents and detailed specifications that are available on the websites of Punjab Procurement Regulatory Authority (www.ppra.punjab.gov.pk) & Health & Population Department, Punjab (www.pshealthpunjab.gov.pk) and may be downloaded free of cost.

Bidding will be conducted through Single Stage – Two Envelops bidding procedure as per Rule 38(2)(a) of Punjab Procurement Rules 2014 (amended).

Bid duly completed and conformity with bidding documents must be submitted online on E-Pak Acquisition and Disposal System (EPADS) website (i.e. http://punjab.eprocure.gov.pk). Original Bid security in favor of Chief Executive Officer District Health Authority Pakpattan in the shape of Bank Guarantee/ CDR/ Pay Order/ Bank Draft/ Call Deposit Receipt/ Security Deposit Receipt must be submitted physically at Purchase Cell (Medicine), office of the Chief Executive Officer DHA Pakpattan. Bids submitted through EPADS shall only be entertained/ accepted. The rate offered will be inclusive of all taxes levied by the Government. Bids will be opened in the presence of the bidders or representatives who may choose to attend at office of the Chief Executive Officer, District Health Authority Pakpattan.

NOTE:

1. All assessments and procuring procedure i.e. receiving, opening and awarding etc. shall be governed under the Punjab Procurement Rules 2014 (amended).
2. Bidders are advised to ensure uploading the bid on E-PADS portal, well before the submission deadline, and not wait for the last date and time to upload the bid. Bid submission on E-PADS portal shall entirely be the responsibility of the bidders. This office shall not be responsible for any issues.
3. In case the date of Bid opening or last date of sale of tender is declared 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 sale and submission and opening of tenders accordingly. The time and venue shall remain the same.
4. This office may reject all bids or proposals at any time prior to the acceptance or a bid or proposal, as provided under Rule-35 of Punjab Procurement Rule 2014 (amended).
5. **Note:** The URL of the website of the PPRA is (http://eproc.punjab.gov.pk/ViewTenders.aspx) and response time shall be calculated exclusively from the date of publication of the advertisement on the website of the PPRA.

CHIEF EXECUTIVE OFFICER
DISTRICT HEALTH AUTHORITY
PAKPATTAN

IPL-484

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully

SECTION II

INSTRUCTIONS TO BIDDERS

1. Scope of Bid

1.1 CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN, Government of the Punjab, invites e-bids from local Pharmaceutical Manufacturers/Sole Agents of Foreign Manufacturers for supply of Drugs /Medicines through open competitive bidding for Health Facilities in Pakpattan working under the administrative control of CEO DHA PAKPATTAN, Health & Population Department, as per quantities and specifications more specifically described in **Section III of the Tender Documents** Schedule of Requirements & Technical Specifications.

2. Source of Funds

2.1 Government of the Punjab.

3. Eligible Bidders

3.1 This Invitation to Bid is open to all local pharmaceutical manufacturers/ sole agents of foreign manufacturers/Principals in Pakistan by CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN for the year 2025-26 for supply of Drugs /Medicines through open competitive bidding more specifically described in the Section III, Schedule of Requirements & Technical Specifications.

3.2 The Sole Agent/Importer must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Section V, Bid Form, to the effect that they are the original Manufacturer of the required specifications of Goods.

4. Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder

4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as "the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the 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, non-competitive 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 during the exercise of his duty; it may include any of the following practices:

(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) Corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain.

(iv) fraudulent practice by 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 rights;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period.

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 Blacklisting / Debarment process.

i. Submission of false fabricated / forged documents for procurement in tender.
ii. Not attaining required quality of work.
iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.

iv. Non-execution of work as per terms & condition of contract.
v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
vi. Involvement in any sort of tender fixing.
vii. Persistent and intentional violation of important conditions of contract
viii. Non-adherence to quality specification despite being importunately pointed out.
ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE: The procedure mentioned in Punjab Procurement Rules 2014 will be followed.

5. Eligible Goods and Services

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Punjab in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Section III i.e., Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the items mentioned in the Section III i.e., Schedule of Requirements & Technical Specifications. However, Bidders cannot bid for partial quantities of an item mentioned in Section III i.e., Schedule of Requirements & Technical Specifications. **THE BID MUST BE FOR THE TOTAL QUANTITY OF AN ITEM REQUIRED IN THE SECTION III i.e., SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.**

THE BIDDING PROCEDURE

8. The Governing Rules

8.1 The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014 (Amended), of the Government of Punjab.

9. Applicable Bidding Procedure

9.1 "Single stage – Two Envelops bidding procedure" shall be employed.

Single Stage: Two Envelope Bidding Procedure through EPADS

Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

(i) The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals.

(ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";

(iii) in the first instance, the "Technical Proposal" shall be opened, and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency.

(iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements.

(v) during the technical evaluation no amendments in the technical proposal shall be permitted.

(vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period.

(vii) The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and

(viii) the lowest evaluated bidder shall be awarded the contract;

THE BIDDING DOCUMENTS

10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribedin the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

(a) Instructions to Bidders (ITB)(Section-II)

(b) Schedule of Requirements & Technical Specifications (Section-III)

(c) Evaluation Criteria (Section-IV)

(d) Bid Forms (Section-V)

- i) Letter of Intention
- ii) Affidavit
- iii) Technical Forms
- iv) Financial Forms

(f) Draft Standard Contract (Section-VI)

- i. Contract Form
- ii. General Conditions of theContract
- iii. Special Conditions of Contract,

10.2 The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on BiddingDocuments

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than **Seven (07) days** prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents

12.1 At any time prior to the deadline for submission of bids, the

Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment (s) in writing through Post, E-mail or Fax or through official website of CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN, and shall be binding on them.

12.3 To allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids through corrigendum.

PREPARATION OF BIDS

13. Language of Bids.

13.1 All correspondence, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents Comprising the Bids.

14.1 The Bid shall comprise of the BID FORMs, UNDERTAKING, TECHNICAL DETAIL OF THE PRODUCT, of this Bidding Document and all those ancillary documentations that are prescribed for the eligibility of the goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the BID FORM and an appropriate PRICE SCHEDULE furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price.

15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods, it proposes to supply on free delivery to the consignee end under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage charges till the destination (on free delivery to Consignee's end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties. -

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bid.

15.7 While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies.

16.1 Prices shall be quoted in Pak Rupees (PKR) on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination (DDP Basis).

17. Samples.

17.1 The Bidder shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Section III.

18. Documentation on Eligibility of Bidders.

18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 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 an eligible as defined under ITB Clause 3 above.

19. Documentation on Eligibility of Goods.

19.1 The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Bid Security.

20.1 **T**he bidder shall submit as specified in invitation of bids and upload copy of bid security with Technical bid & Financial Proposal

21. Bid Validity.

21.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

21.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

21.3 Bidders who:-

(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and

(b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

22.1 The Bidder shall prepare and submit its bid on EPADS and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

22.2 The original bid shall be typed or written in indelible ink. All documents should contain proper 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.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

22(a). Submission of Bids/Proposals.

The bidder must submit Bid/Proposal on EPADS before date and time mentioned in letter of invitation.

All blank fields are mandatory to fill/complete and submit copy of bidding document (on EPADS) and relevant required documents with page number mentioned on each page with sign and stamp. The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals (on EPADS).

23. Sealing and Marking of Bids.

23.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/bids. The envelopes shall then be sealed in an outer envelope marked with **Bid Reference Number & Tender No.**

23.2 The inner and outer envelopesshall:

(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference, Tender No./ Items No. indicated in **Section III, Schedule of Requirements & Technical Specifications** and a statement: "DO NOT OPEN BEFORE," the time and the date specified for opening of Bids.

23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".

23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids

24.1 All bids should be submitted on EPADS. Bids must be submitted by the Bidder on EPADS on the time and date specified in the Bid Data Sheet. **Bids submitted on EPADS later than the time and date specified in the Advertisement/Bid Data Sheet will stand summarily rejected.**

24.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the

bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 Any bid received on EPADS after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

26. Withdrawal of Bids

26.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity

specified in Bid Data Sheet. Withdrawal of a bid during this period may result in initiation of legal action against the firm.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Procuring Agency.

27.1 All bids received on EPADS, shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives, who chose toattend thebid opening, on the date, time and venue prescribed in the Bid Data Sheet.

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet andelaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Rules-2014.

27.5 The Procuring Agency shall have the minutes of the Bid opening (Technical and when applicable Financial) recorded.

27.6 No bid shall be rejected at Technical Proposal/Bid opening, except for late bids, which shall be returned unopened to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

28. Clarification of Bids.

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

29. Preliminary Examination.

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

29.2 In the Financial Bids, the arithmetical errors shall 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.

b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.

c) If there is a discrepancy between words andfigures, the amount in words shall prevail.

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

29.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from ,or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for Technical Proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

30. Evaluation of Bids.

30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria Least Cost Method and other terms and conditions set forth in these bidding documents.

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of Financial Bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that day, if required on C&F basis.

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

31. Qualification of Bidder

31.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacity may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified.

31.2 The procuring Agency may conduct surprise inspection either itself or through third party of firms during validity of bid period, however in case of unsatisfactory compliance condition to the standards; the procuring agency reserves the right to initiate legal proceedings besides disqualification.

31.3 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.4 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.5 The determination can consider the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/production capacity/warehousing system/practices by a team of experts for assessment, if it deems necessary.

31.6 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31.7 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

32. Rejection of Bids

32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with Punjab Procurement Rules-2014 (PPR-2014 amended to date). The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids but is not required to justify those grounds.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

33. Re-Bidding

33.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014.

33.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

34. Announcement of Evaluation Report

34.1 The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the Punjab Procurement Rules, 2014, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

35. Contacting the Procuring Agency

35.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Repot. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

35.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification**.**

36. Grievance Redressal

36.1 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.

36.2 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.

36.3 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.

36.4 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).

36.5 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.

36.6 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.

AWARD OF CONTRACT

37. Acceptance of Bid and Award Criteria

37.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations, or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

38. Procuring Agency's Right to vary quantities at the time of Award as per PP Rule 59 (c)-iv

38.1 The Procuring Agency may vary in quantities as per Punjab procurement rule 59 (c)-iv against the quantity of goods originally specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPRA 2014.

39. Notification of Award

39.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing that its bid has been accepted.

39.2 CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN under the administrative control of Health & Population Department will issue the Notification of Award. CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN is being concluding the framework contract at central level to ensure availability of medicines and attain uniformity, standardization, economy of scale and value of money for procurement of goods. CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN shall issue purchase orders to successful bidder against the requisitioned quantities. The successful bidder shall submit the required Performance guarantee to CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN against the total approved quantity within 10 (TEN) days after issuance of AAT. After receipt of Performance Guarantee, the CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN will sign the Contract and subsequently Purchase Orders will be issued by the CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN & procuring agencies accordingly.

39.3 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

40. Limitation on Negotiations.

40.1 Save and otherwise provided in PPR-2014, Procuring Agency shall not negotiate with any bidder.

41. Signing of Contract.

41.1 The Framework Contract is to be made on stamp Paper worthof Rs. 1200 and procuring agencies shall receive stamp duties @ 25 paisa per every one hundred rupees of the total value of the purchase order, 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.

42. Performance Guarantee.

42.1 Before signing of Framework Contract, the successful Bidder shall furnish a Performance Guarantee of **04%** of awarded item(s), on the Form and inthe mannered prescribed by the Procuring Agency.

42.2 The Bid Security submitted by the bidder at the time of

submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

42.3 Failure to provide a Performance Guarantee by the Bidder is a

sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.

43. Price Reasonability.

43.1 The prices quoted shall not be more than the Trade Prices as per MRP (Maximum Retail Price) fixed by the Federal Government under Drugs Act, 1976/DRAP Act, 2012.

44. Drugs Act/ DRAP Act Compliance.

All supplies will comply with the provision of Drugs Act 1976/DRAP Act 2012 and Punjab Drugs (Amendments) Act 2017 and rules framed there under.

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

Sr	T.E No.	Generic Name	Technical Specification	Estimated Rate	Total Demand	Bid Security 0.5%
1	1	Acetylsalicylic acid 300mg Tab/ Cap	Aspirin 300mg. Tablets, Pack of 100's or less. Blister pack.	1.75	32,000	280
2	2	Allopurinol 300mg Tab/ Cap	Allopurinol 300mg Tab/Cap, Blister Pack, Pack of 100 or less, Packed in carton with leaflet	6	40,000	1,200
3	3	Aminophylline 25mg/ml Injection	Aminophylline 25mg/ml, Injection of 10ml ampoule, pack of 50 or less, packed in carton with leaflet.	10	6,500	325
4	4	Amiodarone HCl 150mg Injection	Amiodarone (as Hydrochloride) 150mg Injection , ampoule of 3ml, pack of 10 or less , packed in carton with leaflet.	50	1,000	250
5	5	Anti D Immunoglobin Injection	Anti D immunoglobulin 300mcg (1500IU) Injection, single dose vial, packed in carton with leaflet. FDA/WHO Prequalified / Approved. The firm will produce batch wise cold chain data from the source of origin &thermo-log data from factory to ware house.	5500	50	1,375
6	6	Artemether + Lumefantrine 15+90mg Syp/ Susp	Artemether 15mg + Lumefantrine 90mg Syp/Susp. Bottle of 60ml or less. Packed in carton with leaflet & spoon. Rate will be calculated on per ml basis.	75.5	3,200	1,208
7	7	Artemether + Lumefantrine 20+120mg Tab/ Cap	Artemether + Lumefantrine 20/120 mg Tab/Cap. Pack of 16 Tablets in blister pack with leaflet inside.	20	11,000	1,100
8	8	Atropine (Sulfate) 1mg/ml Injection	Atropine (Sulfate) injection 1mg/ml, Injection of 1ml ampoule, pack of 100 or less, packed in carton/box with leaflet.	5	15,000	375
9	9	Auto Disposable Syringe 3cc	Auto Disable (AD)/Re-use prevention Syringes 3ml with Luer lock/ Slip tip and needle. Individually sterile blister pack, pack of 100 or less. (Undertaking on Rs. 100 legally notarized Judicial Stamp Paper to the effect that the said item is manufactured from material of transparent medical grade)	12.37	22,000	1,361
10	10	Azithromycin 200mg/5ml Syp/ Susp	Azithromycin Syp/Susp 200mg/5ml.Dry powder suspension. Pack of 30ml or less. Packed in carton with leaflet & spoon/measuring cup. Rate will be calculated on per ml basis.	86.86	7,000	3,040
11	11	Beclomethasone Dipropionate 800mcg Nebulizer Solution	Beclomethasone (Dipropionate) 800mcg, suspension for aerosol therapy on single dose vial, pack of 10 or less, packed in carton with leaflet.	82.13	3,000	1,232

12	12	Betahistidine 8mg Tablet	Betahistine Dihydrochloride 8mg Tab/Cap, Blister pack, Pack of 30 or less. Packed in carton with leaflet.	2.5	20,000	250
13	13	Blood Transfusion Set	Blood Transfusion Set Sterile Packs. Individually sterilized blister packed, registered with DRAP	280	5,000	7,000
14	14	Bromazepam 3mg Tab/ Cap	Bromazepam 3mg Tab/Cap, Pack of 50's or less, blister / aluminum strip , packed in carton with leaflet.	5.87	15,000	440
15	15	Bupivacaine HCl 0.50% Injection	Bupivacaine (hydrochloride) 0.50% Injection (Amp of 10ml). Pack of 5s Ampoules. Packed in carton with leaflet.	30	1,000	150
16	16	Calcium Carbonate 400mg + Vitamin D Tab/ Cap	Calcium Carbonate 1250mg Tab/Cap (equivalent to 400-500 mg elemental calcium). Bottle of 100 or less. Rate will be calculated on per mg basis.	2.32	150,000	1,740
17	17	Calcium Gluconate 100mg/ml Injection	Inj. Calcium Gluconate 100mg/ml , Ampoule of 10ml, Pack of 50 or less, Packed in Carton with leaflet	14	6,500	455
18	18	Captopril 25mg Tab/ Cap	Captopril 25 mg Tab/Cap, Blister/Al strip Packing of 30s or less in carton with leaflet.	9	44,000	1,980
19	19	Catgut Chromic size 1, 40mm	Catgut Chromic, size 1, 40mm Intestinal Eye less RB Needle. Box of 36/12 blistered foils or less	150	600	450
20	20	Catgut Chromic size 2, 40mm,1/2 circle RB Pack -	Catgut Chromic, size 2, 40mm ½ Circle RB Needle. Box of 36/12 blistered foils or less	160	1,800	1,440
21	21	Catgut Chromic size 2/0, 30mm, 1/2 circle	Catgut Chromic, size 2, 30mm ½ Circle RB Needle. Box of 36/12 blistered foils or less	253	1,300	1,645
22	22	Cefotaxime 250 mg Injection	Cefotaxime 250 mg Vial with solvent and leaflet, Packed in Unit Carton	40	5,000	1,000
23	23	Chlorpheniramine maleate 4mg Tablet	Chlorpheniramine Maleate 4mg Tab/Cap, Blister Pack, Pack of 50 x 20 Tablets or less.	0.45	350,000	788
24	24	Co-trimoxazole (160/800mg) Tab/ Cap	Sulphamethoxazole 800 mg + Trimethoprim 160 mg (Co-trimoxazole) Tab/Cap, Blister pack, pack of 400 or less, packed in carton.	6.95	80,000	2,780
25	25	Dextromethorphan + Pseudoephedrine + others Syp/ Susp	Dextromethorphan + Diphenhydramine/CPM/Pseudoephedrine+ others ingredients as antitussive/dry cough Syrup/Susp. Bottle of 120ml or less. Rate will be calculated on per ml basis.	74	17,000	6,290

26	26	Dextrose 25% Injection	Dextrose 25% Infusion , Ampoule of 20/25 ml, pack of 100 ampoule packed in master carton. (Undertaking on Rs. 100 legally notarized Judicial Stamp Paper to the effect that latex and plastic used in manufacturing is of pharmaceutical grade)-Rate will be calculated on per ml basis,	17	13,000	1,105
27	27	Diazepam 10mg Injection	Diazepam 5mg/ml Injection, ampoule of 2ml, Box/carton of 100 or less with leaflet.	16	11,000	880
28	28	Disposable Syringe 60cc	Disposable Syringe 60ml with Central Nozzle or Catheter Tip. Individually sterile blister pack, pack of 100 or less. (Undertaking on Rs. 100 legally notarized Judicial Stamp Paper to the effect that the said item is manufactured from material of transparent medical grade)	35	5,500	963
29	29	Divalproex sodium 500mg Tab/ Cap	Divalproex Sodium 500mg Tab/Cap (Equivalent to Valproic Acid 500mg), Blister/ Aluminium strip, pack of 100 or less, packed in carton with leaflet	5	11,000	275
30	30	Dobutamine HCl 250mg/5ml Injection	Dobutamine (hydrochloride) Injection 250mg/5ml , Vial / ampoule of 5ml, Pack of 50 or less, packed in carton with leaflet.	210	1,300	1,365
31	31	Dopamine HCl 200mg/5ml Injection	Dopamine 200mg/5ml Injection, Vial / ampoule of 5ml, Pack of 50 or less, packed in carton with leaflet.	70	2,300	805
32	32	Endotracheal tube (all sizes)	Endotracheal Tubes with Cuff/ Uncuffed. Individually sterile blister pack. All Sizes.	150	2,000	1,500
33	33	Epinephrine HCl/Adrenaline 1mg/ml Injection	Epinephrine HCl/Adrenaline 1mg/ml Injection, Pack of 100 or less	6	15,000	450
34	34	Ferrous salt + Vitamin B complex Syp/Susp	Folic acid + Ferrous + vitamin B complex Syp/Susp. Bottle of 120ml. Individually packed in carton. Rate will be calculated on per ml basis.	39.5	4,000	790
35	35	Fixomal roll or Equivalent Surgical/Disposables 5cm x 10m	Fixomal roll or Equivalent, Surgical/Disposables 5cm x 10m, Individually packed	250	500	625
36	36	Flurbiprofen 100mg Tab/ Cap	Flurbiprofen 100mg Tab/Cap, Blister/ Aluminium strip, Pack of 30 or less with leaflet	4.9	20,000	490
37	37	Furosemide 20mg/2ml Injection	Frusemide 20mg/2ml Injection, Ampoule of 2ml, Pack of 100 or less, packed in carton with leaflet	10	65,000	3,250

38	38	Glyceryl Trinitrate (Sublingual) 0.5mg Tab/ Cap	Glyceryl Trinitrate 0.5mg Tablets, (Sublingual), Pack of 100 or less, Bottle/ Blister / Aluminium strip pack.	1.1	11,000	61
39	39	Hydralazine HCl 20mg/ml Injection	Hydralazine 20mg/ml Injection. Vial/Amp of 1ml, Pack of 10 or less, packed in carton with leaflet.	25	250	31
40	40	Hydrocortisone 1% Cream	Hydrocortisone 1% cream, Tube of 20 gm or less. Individually packed in carton with/without* leaflet *The instructions for uses/side effects etc should be printed on the outer carton.	39	1,000	195
41	41	Isosorbide Dinitrate 10mg/10ml Infusion	Isosorbide dinitrate 0.1% (10mg/10ml) Injection/Infusion, Vial/ampoule of 10 ml, Pack of 10 or less, packed in carton with leaflet.	200	1,600	1,600
42	42	Ketamine 100mg/2ml Injection	Ketamine 50mg/ml Injection,50ml amp/vial or less pack of 10 or less packed in carton with leaflet. Rate will be calculated on per ml basis.	90	1,800	810
43	43	Ketorolac tromethamine 30mg/ml Injection	Ketorolac 30mg/ml or less Injection. Pack of 100s or less, Packed in Carton with leaflet.	38	15,000	2,850
44	44	Lactulose 3.35gm/5ml Syp/ Susp	Lactulose Syp/Susp 3.335gm/5ml to 3.35gm/5ml syrup, Bottle of 120ml or less, individually packed in carton with measuring cup and leaflet. Rate will be calculated on per ml basis	167.99	7,500	6,300
45	45	Lignocaine (hydrochloride) 2% Gel	Lignocaine Hydrochloride 2% gel. Sealed tube of 15gm, Individually Packed in carton with/without leaflet.	25	11,000	1,375
46	46	Mannitol (500ml) 20% w/v Infusion	Mannitol (500ml) Infusion 20% w/v. pack of 20 Infusions packed in master carton. (Undertaking on Rs. 100 notarized Stamp Paper to the effect that latex and plastic used in manufacturing is of pharmaceutical grade)	152.99	3,000	2,295
47	47	Mefenamic acid 500mg Tab/ Cap	Mefenamic acid Tab/Cap 500 mg, Blister/ Aluminium strip, pack of 200 or less.	2.36	150,000	1,770
48	48	Methyldopa 250mg Tab/ Cap	Methyldopa250mg Tablets, Bottle/ blister pack of 100 or less, packed in carton with leaflet.	9	4,000	180
49	49	Midazolam 1mg/ml Injection	Midazolam Hydrochloride 1mg per ml Injection, Ampoule of 5ml, Pack of 10 Ampoules or less, Packed in carton with leaflet	70	1,000	350

50	50	Moxifloxacin 400mg Inf.	Moxifloxacin 400mg/250ml Injection. Pack of 250ml. Individually packed in carton with leaflet. (In case of poly pack the firm shall submit Undertaking on Rs. 100 legally notarized Judicial Stamp Paper to the effect that material used in manufacturing of poly pack is of pharmaceutical grade and free from DEHP or other hazardous plasticizer and source is not re-used/crushed material. The firm shall also provide trail (GD & Invoices from January 2020 onward) of pharmaceutical grade material used in poly pack. Moreover, the firm shall submit certificate from manufacturer of poly pack material that material is of pharmaceutical grade and free from DEHP or other hazardous plasticizer and source is not re-used/crushed material).	400	1,500	3,000
51	51	Multivitamin (Vitamin A, D, E + B Complex etc.) Tablet / Capsule	Multivitamins Tab/Cap, (Nicotinic Acid, Vitamin B2, Vitamin B1, Cyanocobalamin, Folinic Acid/Folic Acid, Pyridoxine). Bottle / Blister Pack of 100 or less.	3.34	20,000	334
52	52	Nasogastric tube (all sizes)	Nasogastric Feeding Tubes. Individually Sterile blister packed. All Sizes.	30	4,800	720
53	53	Nelton Catheter	Nelton Catheters. Individual Sterile blister packed. All Sizes.	67	200	67
54	54	Neostigmine + Glycopyrrolate 2.5+0.5mg/ml Injection	Glycopyrrolate +Neostigmine Injection 0.5 mg/ml injection ampoule of 1 ml pack of 10 or less packed in carton with leaflet	33	50	8
55	55	Nifedipine 10mg Capsule	Nifedipine 10mg Tab/Cap. Bottle/Blister Pack of 30 or less, packed in carton with leaflet.	1.5	5,000	38
56	56	Norepinephrine 1mg/ml Injection	Norepinephrine bitartrate 1mg/ml Injection, Ampoule of 4ml, Pack of 5 Ampoules or less, Packed in carton with leaflet.	5	2,100	53
57	57	Nystatin 100,000 IU/ml Solution	Nystatin 100,000 IU/ml Drops with dropper. Bottle of 100ml or less, individually packed in carton with dropper and leaflet. Rate will be calculated on per ml basis	50.9	2,000	509
58	58	Ondansetron 2mg/ml Injection	Ondansetron 4mg/2ml Injection, Ampoule of 2ml, Pack of 10 or less, packed in carton with leaflet	35	5,000	875
59	59	Paracetamol 300 mg+ lignocaine 20mg Injection	Paracetamol 300 mg+ lignocaine 20mg Injection, Ampoule of 3ml or less, pack of 100 or less	11	10,000	550
60	60	Pheniramine (maleate) 22.7mg/ml Injection	Pheniramine (maleate) 22.7mg/ml Injection, Ampoule of 3ml or less, pack of 100 or less	10	27,000	1,350

61	61	Potassium Chloride 7.46% Injection	Potassium Chloride (KCl) Solution 7.46% in 20/25ml ampoule. pack of100 or less packed in carton. Rate will be calculated on per ml basis.	11	3,300	182
62	62	Povidone – iodine 7.5% w/v Scrub	Povidone-Iodine 7.5% Surgical Scrub .Bottle of 500ml or less.	1360	950	6,460
63	63	Prednisolone 5mg Tab/ Cap	Prednisolone 5mg Tab/Cap, bottle/ blister pack, pack of 1000 or less.	1.27	200,000	1,270
64	64	Propofol 200mg/20ml Injection	Propofol 200 mg Injection/Infusion, Ampoule of 20ml. Pack of 5 or less, packed in carton with leaflet. Storage temp below 25 C.	442	1,100	2,431
65	65	Salbutamol (Sulfate) 100mcg Inhaler	Salbutamol 100mcg Inhaler,200 doses unit, metered dose inhaler, individually packed in carton	186	500	465
66	66	Salbutamol (Sulfate) 5mg/5ml Solution	Salbutamol 5mg/ml Solution for nebulization. Bottle of 20ml or less, Individually packed in carton with leaflet.	35	4,500	788
67	67	Serratiopeptidase Tablet	Serratiopeptidase Tablet 10mg, Pack of 100 or less, blister pack with leaflet	2.5	50,000	625
68	68	Silver Sulphadiazine 1% Cream	Silver Sulphadiazine 1% Cream Tube of 50 gm or less. Individually packed in carton with/without leaflet. Rate will be calculated on per gram basis. *The instructions for uses/side effects etc. should be printed on the outer carton.	107	4,500	2,408
69	69	Sodium Bicarbonate (50ml)1.4% isotonic Injection	Sodium Bicarbonate 8.4% w/v injection, Ampoule/vial of 50ml or less, pack of 100 or less, packed in box/carton.	12	550	33
70	70	Sodium Picosulfate 5mg Tab/ Cap	Sodium Picosulfate 5mg Tab/ Cap, Blister pack, pack of 100 or less, packed in carton	1	150,000	750
71	71	Terbinafine HCl 1% w/w Cream	Terbinafine 1% Cream Tube of 30 gm or less. Individually packed in carton with leaflet. Rate will be calculated on per gram basis. *The instructions for uses/side effects etc. should be printed on the outer carton.	32.4	1,000	162
72	72	Terbinafine HCl 250mg Tablet	Terbinafine 250mg Tab/Cap, Blister pack, pack of 10, packed in carton with leaflet.	12.8	2,000	128
73	73	Tizanidine 2mg Tablet	Tizanidine HCl 2mg Tab/Cap, Blister Packing of 20 or less, packed in carton with leaflet.	2.5	20,000	250
74	74	Vitamin K1 10mg Injection	Vitamin K1 (Phytomenadione) 10mg/ml Injection, ampoule of 1ml, Pack of 100 or less, packed in box/carton with leaflet.	88	7,150	3,146

LIST, TECHNICAL SPECIFICATIONS & QUANTITIES FOR DRUGS/MEDICINES

(FY 2025-26).

Drugs/Medicines

List of items along with technical specifications attached as Annexure

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 (Where allowed in technical specifications).
2. 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.
3. 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.
4. For experience of the quoted product, the experience of offered pack size/volume will be considered.
5. For thermo-labile 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 & thermo-log data from the factory to Consignee's end.
6. The quoted product must comply with conditions of Drug Registration Certificate (Specification, Labeling, Packaging, Manufacturing, Testing etc.)
7. **Any further information can be obtained from the office of Purchase cell CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN.**

SECTION IV

EVALUATION CRITERIA

(A) BID EVALUATION CRITERIA FOR THE PROCUREMENT OF DRUGS/MEDICINE.
For Manufacturers

1. COMPULSORY PARAMETERS/KNOCKDOWN CRITERIA:

SR. NO.	PARAMETERS	DOCUMENTS
1.	Computerized National Identification Card (CNIC) of CEO of the firm/ authorized agent	Attach Attested Copy
2.	NTN	Attach Attested Copies
3.	The bidder will submit Original 0.5 % Bid security of estimated cost of each item having validity of at least 200 days in favor of Chief Executive Officer District Health Authority Pakpattan in the shape of Bank Guarantee /CDR/Pay Order/ Banker's cheque must be submitted physically at Purchase Cell CEO DHA Pakpattan on or before till	Attach Original
4.	The bidder must be enlisted on the Active Tax Payer List (ATL) available on Federal Board of Revenue (FBR) website	Attach proof
5.	The firm undertakes that currently it is not blacklisted/debarred by any procuring agency.	Attach Undertaking on Rs. 300 Judicial Stamp Papers.
6.	Annual Sales Turnover/ Gross Revenue of the bidder must be above 50 million PKR	Attach FBR document for the Financial Year 2023-24, 2024/25,2025/26
7.	Drug Manufacturing License	Valid drug manufacturing license issued by DRAP (Formerly known as MOH) for Manufacturers.
8.	Drug Registration Certificate (DRC) **(For Drugs only)**	Valid drug registration certificate issued by DRAP (Formerly known as MOH)
9.	Quoted Product should not have less than one year of market experience.	Will be verified from the DRC
10.	Non Declaration of Spurious/Adulterated sample of quoted item by DTLs of the Punjab/any competent lab since 1st January 2019.	Undertaking on Rs. 300 Judicial Stamp Papers.
11.	Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per labelling will be considered for evaluation.	Samples (qty: 2 packs) of quoted items.
12.	Good Manufacturing Practices (GMP) Certificate.	Valid Good Manufacturing Practices (GMP) Certificate issued by the Drug Regulatory Authority of Pakistan (DRAP). Only those products will be considered whose manufacturing section will be GMP certified by DRAP.
13.	Bidder will provide undertaking that its manufacturing unit has sufficient production capacity to meet the schedule of requirements for all intended items	Undertaking on Rs. 300 Judicial Stamp Papers.

2. MARKING CRITERIA:

The bid complying with compulsory parameter shall be evaluated for below mentioned parameters:

<table>
<tr><th>Sr. No.</th><th>Parameters</th><th>Detail</th><th>Total Marks</th><th>Remarks</th></tr>
<tr><td>1.</td><td>Past Performance of the Bidder (Last two financial years i.e. 2023-24, 2024/25,</td><td>Major institutions (Government/ Semi-Government) served. Past performance, Contract Execution:
<table><tr><th>Sr#</th><th>No. of institutions served</th><th>Marks</th></tr><tr><td>i.</td><td>1 to 5</td><td>3</td></tr><tr><td>ii.</td><td>5 to 10</td><td>6</td></tr><tr><td>iii.</td><td>11 to 15</td><td>9</td></tr><tr><td>iv.</td><td>16 and above</td><td>10</td></tr></table></td><td>10</td><td>The firm will attach purchase orders of any Government/ Semi-Government institution/ registered with Income-Tax Department.</td></tr>
<tr><td>2.</td><td>Experience of quoted product</td><td><table><tr><th>Sr#</th><th>No. of institutions served</th><th>Marks</th></tr><tr><td>i.</td><td>1 to 5</td><td>3</td></tr><tr><td>ii.</td><td>5 to 10</td><td>6</td></tr><tr><td>iii.</td><td>11 to 15</td><td>9</td></tr><tr><td>iv.</td><td>16 and above</td><td>10</td></tr></table></td><td>10</td><td>The firm will attach purchase orders of quoted item in any Government/ Semi-Government institution/ registered with Income-Tax Department.</td></tr>
<tr><td>3.</td><td>Availability of product in retail sector</td><td>Availability of product at major chain pharmacies (two marks for each chain & maximum 10 marks) - Specialized Hospital Items may be exempted from said requirement. In such cases Hospitals P.O will be considered maximum 10 Marks.</td><td>10</td><td>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 1st January 2024 to 30th Dec.2025. Any false claim shall be considered as fraudulent practice. Unnecessary/ irrelevant document should not be part of bid.</td></tr>
<tr><td>4.</td><td>Credibility & Certification of Manufacturer</td><td><table><tr><td>i.</td><td>ISO 9001-2015 Certification/ Internal Quality Management System (IQMS)/ Quality Management System (QMS)</td><td>05</td></tr><tr><td>ii</td><td>ISO 14001 (Environment Management System (EMS) certificate)/ Waste Water Treatment Plant (attach copy of layout plan and SOPs)</td><td>05</td></tr></table></td><td>10</td><td>Attach relevant documents</td></tr>
<tr><td>5.</td><td>Financial status of Bidders</td><td><table><tr><td>i.</td><td>PKR 50 Million-PKR 100 Million</td><td>10</td></tr><tr><td>ii.</td><td>PKR 100 Million- PKR 500Million</td><td>15</td></tr><tr><td>iii.</td><td>More than PKR 500 Million</td><td>20</td></tr></table></td><td>20</td><td>The bidder shall provide Income Tax Returns issued by FBR for the Financial Year 2023-24, 2024/25,2025/26</td></tr>
<tr><td>6.</td><td>Technical and managerial capabilities</td><td>The firm is required to submit relevant details of technical staff (Pharmacist/ Chemist) as per following details:
1 mark for each appointment letter.</td><td>15</td><td>The firm will provide appointment letter of the employees.</td></tr>
<tr><td>7.</td><td>Batch Quality History from 01.01.2024 till closing date of Tender.</td><td><table><tr><td>1</td><td>No batch substandard since 01.01.2024 of the quoted item from any regulatory lab.</td><td>05</td></tr><tr><td>2</td><td>Batch substandard since 01.01.2024 of the quoted item from any regulatory lab.</td><td>00</td></tr></table></td><td>05</td><td>The firm will provide undertaking of Rs. 300/- in this regard. The purchaser reserves the right to verify the claim.</td></tr>
</table>

<table>
<tr>
<td>8.</td>
<td>Local Market Experience</td>
<td>How many years the quoted product is being marketed in Pakistan?
<table>
<tr><th>Sr#</th><th>Local Market Experience</th><th>Marks</th></tr>
<tr><td>i</td><td>1 to 2 year</td><td>10</td></tr>
<tr><td>ii.</td><td>2 to 5 years</td><td>12</td></tr>
<tr><td>Iii</td><td>Above 5 years</td><td>15</td></tr>
<tr><td colspan="3">Note: Less than one year will not be considered</td></tr>
</table>
</td>
<td>15</td>
<td>Will be evaluated from the date of registration of drug registration certificate issued by DRAP/MOH.</td>
</tr>
</table>

Total Marks: 95

Qualifying Marks 65%

The financial bids of technically accepted bidders will be opened publicly at the time to be announced by the procuring agency

(B) BID EVALUATION CRITERIA FOR THE PROCUREMENT OF DRUGS/MEDICINE.

For Sole Agents-(Drugs/Medicines)

1. COMPULSORY PARAMETERS/KNOCKDOWN CRITERIA:

Sr. No.	Parameters	Documents
1.	Computerized National Identification Card (CNIC) of CEO of the firm/authorized agent	Attach Attested Copy
2.	NTN	Attach Attested Copies
3.	The bidder will submit Original 0.5 % Bid security of estimated cost of each item having validity of at least 200 days in favor of Chief Executive Officer District Health Authority Pakpattan in the shape of Bank Guarantee /CDR/Pay Order/ Banker's cheque must be submitted physically at Purchase Cell CEO DHA Pakpattan on or before till	Attach Original
4.	The bidder must be enlisted on the Active Tax Payer List (ATL) available on Federal Board of Revenue (FBR) website.	Attach proof
5.	The firm undertakes that currently it is not blacklisted/debarred by any procuring agency.	Attach Undertaking on Rs. 100 Judicial Stamp Papers.
6.	Drug Sale License	Valid drug sales license for importers/ Sole Agents.
7.	Drug Registration certificate (DRC) **(for Drugs only)**	Valid drug registration certificate issued by DRAP (Formerly known as MOH)
8.	Quoted Product should not have less than one year of market experience.	Will be verified from the DRC
9.	Non Declaration of Spurious/Adulterated sample of quoted item by DTLs of the Punjab/any competent lab since 1st January 2024.	Undertaking on Rs. 300 Judicial Stamp Papers.
10.	Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per labelling will be considered for evaluation.	Samples (qty: 2 packs) of quoted items.
11.	Valid Sole Agency Certificate/Agreement/Authorization for quoted item(s)	Attach required document (The bidder manufacturer relationship should not be less than one year).

2. MARKING CRITERIA:

The bid complying with compulsory parameter shall be evaluated for below mentioned parameters:

<table>
<tr><th>SR#</th><th>PARAMETERS</th><th>DETAIL</th><th>TOTAL MARKS</th><th>REMARKS</th></tr>
<tr><td>1.</td><td>Past Performance of the Bidder (Last two financial years i.e. . 2023-24, 2024/25)</td><td>Major institutions (Government/ Semi-Government) served. Past performance, Contract Execution:
<table><tr><th>Sr#</th><th>No. of institutions served</th><th>Marks</th></tr><tr><td>i.</td><td>1 to 5</td><td>3</td></tr><tr><td>ii.</td><td>5 to 10</td><td>6</td></tr><tr><td>iii.</td><td>11 to 15</td><td>9</td></tr><tr><td>iv.</td><td>16 and above</td><td>10</td></tr><tr><td></td><td></td><td></td></tr></table></td><td>10</td><td>The firm will attach purchase orders of any Government/ Semi-Government institution/ registered with Income-Tax Department.</td></tr>
<tr><td>2.</td><td>Experience of quoted product</td><td><table><tr><th>Sr#</th><th>No. of institutions served</th><th>Marks</th></tr><tr><td>i.</td><td>1 to 5</td><td>3</td></tr><tr><td>ii.</td><td>5 to 10</td><td>6</td></tr><tr><td>iii.</td><td>11 to 15</td><td>9</td></tr><tr><td>iv.</td><td>16 and above</td><td>10</td></tr></table></td><td>10</td><td>The firm will attach purchase orders of quoted item in any Government/ Semi-Government institution/ registered with Income-Tax Department.</td></tr>
<tr><td>3.</td><td>Availability of product in retail sector</td><td>Availability of product at major chain pharmacies (two marks for each chain & maximum 10 marks) - Specialized Hospital Items may be exempted from said requirement. In such cases Hospitals P.O will be considered maximum 10 Marks.</td><td>10</td><td>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 1st January 2019 to 30th Dec 2025. Any false claim shall be considered as fraudulent practice. Unnecessary/ irrelevant document should not be part of bid.</td></tr>
<tr><td>4</td><td>Bidder Manufacturer Relationship</td><td><table><tr><th>Sr#</th><th>Sole Agent Manufacturer Relationship</th><th>Marks</th></tr><tr><td>I</td><td>1 to 2 year(s)</td><td>05</td></tr><tr><td>iii.</td><td>Above 2 to 3 years</td><td>07</td></tr><tr><td></td><td>Above 3 years</td><td>10</td></tr></table></td><td>10</td><td>Attach relevant documents</td></tr>
<tr><td>5</td><td>Local Market Experience</td><td>How many years the quoted product is being marketed in Pakistan?<table><tr><th>Sr#</th><th>Local Market Experience</th><th>Marks</th></tr><tr><td>I</td><td>1 to 2 year</td><td>07</td></tr><tr><td>iii.</td><td>Above 2 to 4 years</td><td>10</td></tr></table></td><td>15</td><td>Will be evaluated from the date of registration of drug registration certificate issued by DRAP/MOH.</td></tr>
</table>

				Above 4 years	15		
			Note: Less than one year will not be considered			
6	Batch Quality History from 01.01.2024 till closing date of Tender.	1	No batch substandard since 01.01.2024 of the quoted item from any regulatory lab.	05	05	The firm will provide undertaking of Rs-300/- on judicial paper in this regard. The purchaser reserves the right to verify the claim.
		2	Batch substandard since 01.01.2024 of the quoted item from any regulatory lab.	00		

Total Marks: 60

Qualifying Marks 65%

The financial bids of technically accepted bidders will be opened publicly at the time to be announced by the procuring agency .

(C) BID EVALUATION CRITERIA FOR THE PROCUREMENT OF For Surgical Dressings/ Medical Devices (For Local Manufacturer and Sole Agents)

1. <u>Compulsory Parameters/Knockdown Criteria</u>:

Sr. No.	Parameters	Documents
1.	Computerized National Identification Card (CNIC) of CEO of the firm/authorized agent	Attach Attested Copy
2.	NTN	Attach Attested Copies
3.	The bidder will submit Original 0.5 % Bid security of estimated cost of each item having validity of at least 200 days in favor of Chief Executive Officer District Health Authority Pakpattan in the shape of Bank Guarantee /CDR/Pay Order/ Banker's cheque must be submitted physically at Purchase Cell CEO DHA Pakpattan on or before till	Attach Original
4.	The bidder must be enlisted on the Active Tax Payer List (ATL) available on Federal Board of Revenue (FBR) website.	Attach proof
5.	The firm undertakes that currently it is not blacklisted/debarred by any procuring agency.	Attach Undertaking on Rs. 300 Judicial Stamp Papers.
6.	Drug Sale License **(FOR Sole Agents)** / Valid Manufacturing License **(For Local manufacturer**)	Attach relevant document
7.	Drug Registration certificate (DRC)/ Provisional Enlistment Certificate/ Medical Devices registration certificate issued by DRAP	Attach relevant documents
8.	Quoted Product should not have less than one year of local market experience.	Will be verified from the DRC or purchase orders
9.	Non-Declaration of Spurious/Adulterated sample of quoted item by DTLs of the Punjab/any competent lab since 1st January 2024. **(If applicable)**	Undertaking on Rs.300 Judicial Stamp Papers.
10.	Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per labelling will be considered for evaluation.	Samples (qty: 2 packs) of quoted items.
11.	Valid Sole Agency Certificate/Agreement/Authorization for quoted item(s) **(FOR sole agents)**	Attach required document (The bidder manufacturer relationship should not be less than one year).
12.	The bidder will undertake that the Good Distribution and Storage Practices are followed.	Undertaking on Rs.300 Judicial Stamp Papers.

<u>Note:</u>

1. All items will be evaluated and verified by the end user committee notified by the competent authority.

SECTION V

BID FORM

BID COVER SHEET

Bid Ref. Tender:---------- Date: ----------
Name of the Supplier/Firm Contractor: ----------

Address:----------

E-mail:_____
Phone:_____
Facsimile:_____
Bid for:
Selected Items from the Schedule of Requirements:

Tender Enquiry/ Item No.	***Name of the tendered Item***	***Brand name quoted***	***Drug Registration Number*** *(attach certificate)*	***Specifications***	***Name of API manufacturer & country of origin***
1					
2					
3					
4					
5					
6					
7					

Signed:

Dated:

Official Stamp:

BID FORM 1

Letter of Intention

Bid Ref No.
Date of the Opening of Bids

Name of the Firm: {Add name e.g., Supply of Drugs/Medicines}

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

Dear Sir/Madam,

Having examined the bidding documents including Addenda Nos. *[insert **numbers & Date of individual Addendum]***, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Documents, 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 security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

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

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 18 &19 of the bidding documents.

Dated this *[insert number**]*** day of *[insert month**]**, [insert: year].*

Signed:
In the capacity of *[insert **title or position]***
Duly authorized to sign this bid for and on behalf of *[insert **name of Bidder]***

BID FORM2

AFFIDAVIT

(Stamp paper Rs.300/-)

I/We, the undersigned solemnly state that:

1) I/We have read the contents of the Bidding Documents, have fully understood it and accept all terms and conditions as mentioned in this document.
2) The Bidbeing submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
5) The undersigned are solvent and competent to undertake the subject Contract under the Laws of Pakistan.
6) The undersigned have notpaid norhave agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7) The undersigned are not blacklisted or facing debarment from CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN
8) That the prices offered are not more than trade price.
9) I/We further undertake that I/we will be ready to pay the standard charges/fee of testing samples by DTLs Punjab.
10) I/we further undertake to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.

I /We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed
In thecapacityof*[insert **title or position]***
Duly authorized to sign this bid/affidavit for and on behalf of *[insert **name of Bidder]***

BID FORM 3

MANUFACTURER'S SOLE AUTHORIZATION[1]

To: ***[Name & Address 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 solely authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid] for* the goods manufactured by us.

We here by extend our full guarantee and warranty as per Clause 14 &15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature:----------

Designation:----------

Official Stamp:----------

[1]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

BIDFORM4

Price Schedule

User Note: ***This form is to be filled in by the Bidder <u>for quoted items/products</u> and shall submit with Financial Proposal. If intended to quote for more than one item/product, a separate form should be used for each item/product intended to quote for.***

Name of the Firm:
Bid Reference. No:
Date of opening of Bid:

Sr. No.	Name of the tender Item	Quoted Brand	Unit Price (inclusive all applicable taxes if any + transportation charges)	No. of Units	Total Price	Discounts *(if any)*	Final Total Price (Inclusive of all taxes if any)
1	2	3	4	5	6	7	8
					4*5		6-7
TOTAL							

A) FINAL TOTAL PRICE: ----------
B) DISCOUNT[2]:----------
C) FINAL QUOTED PRICE: ----------
(C=A-B)

Signature:----------

Designation: ----------

Date: ----------

Official Stamp: ----------

[2] If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

BID FORM 5

Performance Guarantee

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Number]* dated *[date]* 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 **04%** 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*[Amount of the Guarantee in Words and Figures]* 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

SECTION VI

DRAFT STANDARD CONTRACT

Contract Form

AGREEMENT

THIS Framework CONTRACT is made at on day of 202.., between the _____, (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 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 in PKR/ quoted Currency (As per contract)	Quantity	Total Cost (PKR/quoted Currency)

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 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**
   - **l.** Integrity Pact **Annex-H**
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]* certifies that has made and shall make full responsibility for any deviation of offered rates in Punjab and it will be binding oh supplier to payback all such benefits which it has taken from variation in offered rates throughout the Punjab to Procuring agency

v. *[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.

vi. 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.

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

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] in case of DDP.

   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.

8. **Performance Guarantee/Security:**

   (i) The Supplier, within 10 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 04% 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.

   (iii) Failure to submit a Performance Guarantee/Security shall result into cancellation of contract & blacklisting of firm.

9. **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, within the contract period, 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 formaking supplies with and without penalty shall be indicated in subsequent contract/purchase order.

   (v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and after issuance of subsequent contract/purchase order by the consignee, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier, maximum up to 10 %.**

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

For the Purchaser:

_____

_____

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 Agent.	**Sealed & Signed on behalf of Purchaser**
Witnesses-1onbehalfoftheContractor	**Witnesses-1onbehalfofthePurchaser**
Witnesses-2 on behalf of the Contractor	**Witnesses-2 on behalf of the Purchaser**

C.C :

1. ----------
2. ----------
3. ----------

Annex-A

Schedule of Requirements

The supplies shall be delivered in accordance with the Contract/Purchase Orders issued by CEO DHA PAKPATTAN, : -

Respective Consignee's End:

I. CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN

Free delivery to Consignee's end (DDP) basis.

Supply schedule	**Delivery days**
100% of the ordered quantity from the date of issuance of Contract/Purchase Order **Without penalty**	60 Days Procuring agency shall issue purchase order as per signed framework contract
With penalty @ 0.067 % per day	After Completion of due delivery period specified , penalty @ 0.067 % per day shall be imposed within contract period, maximum up to 10%.

Annex-B

Special Conditions of the Contract &Technical Specifications

a). Product Specifications.

(Detailed technical specifications, given in Award of Contract, will be followed)

b). 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) Firm shall assure that the grammage of packaging material of supplied Drugs/ medicines as per submitted commercial pack at the time of bid submission.

d) 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 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.300/-

ii. 2-D Data Matrix Bar code is compulsory (for Local Manufacturers) to be placed at unit carton of supplies to be received at CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN.

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.

"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 label. 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.

d). <u>Shelf life</u>

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"

e). <u>Testing/Verification Procedures</u>

i. After delivery of drugs and medicines at the Purchaser's premises, the Consignee shall send the samples from **all batches of each consignment** 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/ Punjab Drugs (Amendments) Act 2017 & rules framed thereunder. The concerned drug inspector shall submit certificate of analysis, chromatogram, and/ dissolution report to the DTLs along with samples. **The cost of the lab tests** shall be borne by the Supplier. **The 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.**

ii. In case of **Adverse/ failure** report of any batch, 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. The case will be dealt as per Drugs Act 1976/DRAP Act 2012/Punjab Drugs (Amendments) Act 2017 and disposal of substandard stocks.

iii. The contracting firm shall provide following documents along with supply:

- Certificate of Analysis duly signed
- Good Declaration Certificate for imported Active Pharmaceutical Ingredient. In case, the contractor fails to

provide evidence as per quoted source (FDA/WHO/EMA as claimed in the offer), the supplier will be liable for the deduction of penalty equivalent to 10% of the total value of the supplied stock subject to fulfilment of all other terms and conditions of the bidding documents/contract.

- Chromatogram of CFR 21 Part -11 Compliant System having active audit trail (Official method/ DRAP approved method)
- Dissolution report as per applicable method (where applicable)

iv. The Procuring Agency may conduct pre-shipment or post-shipment Inspection of manufacturing site for verification of production & quality control compliances to the extent of contracted product.

v. 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 inspection committee may reject the stock in case of non-production of above mention stocks even if product has been declared standard quality from DTL. Furthermore, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

f) <u>Transportation/Delivery Requirements</u>

i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their 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:
   a. Traceable online dispatch and delivery record
   b. 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.

g) <u>Integrity Pact</u>

The Supplier shall provide affidavit of integrity pact for awarded item/items with contract value equal to or more than 10 million Rupees on the prescribed format on stamp paper of Value Rs:300/- as per Annexure-H.

Annex-C

PRICE SCHEDULE SUBMITTED BY THE BIDDER

(The approved price schedule submitted by the Bidder will be attached)

Annex-D

NOTIFICATION OF AWARD/ ADVANCE ACCEPTANCE OF TENDER

Annex-E

PURCHASE ORDER

Annex-F

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, certificate of analysis, chromatogram (where applicable) dissolution report (where applicable) 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.*

Annex- G

General Conditions of Contract (GCC)

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 Purchaser (CHIEF EXECUTIVE OFFICER (DHA) PAKPATTAN) and the Supplier, as recorded in the Agreement 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 Purchaser 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 Special Conditions of the Contract.

(g) "The Purchaser" means the Government of Punjab, District Health Authority, *itself*.

(h) "The Supplier" means the individual or firm supplying the goods under this Contract.

(i) "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. Source of Import	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 Federal 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 are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.
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 substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Purchaser) the price difference shall be paid by the Supplier.
	4.4	In case of supply of substandard 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.	5.1	The Supplier shall not, without the Purchaser'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 Purchaser 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 Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of
	5.3	performing the Contract.

	5.4	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser. The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
6. Patent Rights	6.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
7. Submission of Samples	7.1	Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.
8. Ensuring storage arrangements	8.1	To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least one (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.
9. Inspections and Tests	9.1	The Purchaser or its representative shall have the right to inspect (pre-shipment inspection or post-shipment inspection) and / or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

9.2 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.

Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Delivery and Documents

10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.

10.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.

10.3 The goods supplied under the Contract shall be delivered on free delivery of consignee's end basis under which risk is transferred to the buyer after the Goods having been delivered;

11. Insurance

11.1 The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

12.Transportation

12.1 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/bidding document.

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

14. Warranty

14.1 All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the

14.2 SCC. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15. Payment

15.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.

15.2 The currency of payment shall be Pakistan Rupees in case of DDP.

16. Prices

16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

17. Contract Amendments

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

18. Assignment

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

19. Subcontracts

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

20. Delays in the Supplier's Performance

20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser 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 Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.

20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.

21.Termination for Default

21.1 The Purchaser, 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 installments of the goods within the period(s) specified in the signed contract, and subsequent contract/Purchase order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or

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

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause Corrupt and fraudulent practices means:

"the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the 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, non-competitive 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 practices:

(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) corrupt practice by offering, giving, receiving or

soliciting, directly or indirectly, of anything of value to influence theacts of anotherpartyforwrongful gain.

(iv) fraudulent practice by 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 rights;

Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.

21.2 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process.

i. Submission of false fabricated/ forged documents for procurement in tender.
ii. Not attaining required quality of work.
iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
iv. Non execution of work as per terms & condition of contract.
v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
vi. Involvement in any sort of tender fixing.
vii. Persistent and intentional violation ofimportant conditions of contract
viii. Non-adherence to quality specification despite being importunately pointedout.
ix. Security consideration of the State i.e., any action

that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE: As per Rule-21 of the Punjab Procurement Rules 2014.

22.Force Majeure

22.1 Notwithstanding the provisions of GCC Clauses 20 and 21,the Supplier shall not be liable for forfeiture of its Performance Guaranty ,or termination/blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics,

22.2 quarantine restrictions and freight embargoes.
If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of the purchase

22.3 order under the signed contract and inform the Supplier of its findings promptly.
Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

23. Termination for Insolvency

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

24. Arbitration and Resolution

24.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any

of Disputes

disagreement or dispute arising between them under or in connection with the Contract.

24.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

24.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

25. Governing Language

25.1 The Contract shall be written in English language. Subject to GCC Clause 26, 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 English.

26. Applicable Law

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

27. Notices

27.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.

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

28. Taxation

28.1 All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.

29. Blacklisting Mechanism

29.1 The procuring agency may, on information received from any resource, issue show cause notice to a bidder or contractor.

29.2 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.

29.3 The procuring agency shall give minimum of seven days to bidder or contractor for submission of written reply of the

show cause notice.

29.4 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.

29.5 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.

29.6 The procuring agency shall give minimum days (as per authority decision) to the bidder or contractor for appearance before the specified officer of the procuring agency for personal hearing.

29.7 The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

29.8 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.

29.9 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.

29.10 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.

29.11 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.

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

29.13 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.

29.14 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.

29.15 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.

29.16 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.

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

Annex-H

INTEGRITY PACT

AFFIDAVIT (Rs: 300/- Stamp Paper)

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr./ Ms. ___(if participating through agent / representative) is the agent/ representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this_____day of ___ 20_____ _____Notary Public