

**PAPERS (CHECK LIST)**  
**TECHNICAL PROPOSAL**

- |   |  |
|---|--|
| 1. Index & Page marking Certificate by the bidder.  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2. Invitation of Bid  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 3. Bid Performa (duly signed & stamped in accordance with PPRA Rules 2014)  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4. Terms & conditions signed & stamped by bidder  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5. Original purchased receipt of bid documents  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 6. Attested copy of C.N.I.C.  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 7. Technical proposal / offer of quoted items (on letter head of the firm)  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 8. Affidavit (on judicial paper)  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| i) Goods / Services supplied are to be provided by bidder in accordance with Government instruction.                                    |  |
| ii) He is not legally penalized   |  |
| iii) Firm / he has not provided these stocks below this price if so, he is legally bound to pay rate difference if his bid is accepted. |  |
| iv) Certified undertaking for purchaser's satisfaction for execution of contract.   |  |
| v) Regarding non-declaration of spurious / adulterated batch by the D.T.Ls & any competent Lab. (For Drug only)                         |  |
| vi) Offered prices are not more than trade price.   |  |
| 9. Income Tax registration certificate (attested copy)  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 10. Bio-Equivalence /Bio-Similarity Study Report (For medicine where applicable)  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 11. Audited Balance Sheet (last 02 years)   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 12. Drug Registration Certificate (D.R.C.) (For Drug only)  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 13. Valid Good Manufacturing Practices (GMP) Certificate (For drugs only)   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 14. Experience certificate of the firm (attested copy)  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 15. Attested copy of valid manufacturing /selling or any other license imposed by Govt. (if applicable)                                 | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 16. Attested copy of permanent technical staff & their degrees / certificates   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 17. Certificate of company's own warehouse / good own (attested copy) & attested copy of registration of vehicle for transportation.    | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 18. Attested copy of international certification (if any)   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 19. Fresh samples of quoted items   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 20. Detail of plant & machinery installed (attested copy)   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 21. Documentary evidence of product experience in market<br>Attested copy of relevant documents.  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 22. Attested copy of list of clients (where product is available in open market)  | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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**BID PAPERS (CHECK LIST)**  
**FINANCIAL PROPOSAL**

1. Financial Proposal (Price Schedule, on letter head of the firm) 

Yes		No	
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2. Bid Security (CDR) 2% of Total price (offered) 

Yes		No	
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**MEDICAL SUPERINTENDENT/PURCHASE OFFICER/PHARMACIST**  
**FAISALABAD INSTITUTE OF CARDIOLOGY Faisalabad**

*Handwritten marks: a signature, a checkmark, and a number 7.*

**PAGE MARKING / INDEX CERTIFICATE**

I Mr. / Miss / Mrs. \_\_\_\_\_

do hereby certify on the behalf of M/S: \_\_\_\_\_

That the bidding documents submitted for tender of \_\_\_\_\_

contains total pages \_\_\_\_\_.

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

Name of authorized person \_\_\_\_\_

Designation \_\_\_\_\_

C.N.I.C. No. \_\_\_\_\_

Mailing Address \_\_\_\_\_

Contact No. (land line) \_\_\_\_\_

Contact No. (Mobile) \_\_\_\_\_

E-mail Address \_\_\_\_\_

**Signature**

\_\_\_\_\_

**Stamp (Firm)**

\_\_\_\_\_

**Dated**

\_\_\_\_\_

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**BID EVALUATION CRITERIA (PART-I)****FOR TENDERS 2022-2023**

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

Tender No	
Name of firm	
Sole agent / manufacturer / Distributor	

**MERIT POINT SYSTEM**

Technical Evaluation of Manufacturers / Sole Agents / Distributors  
(Drugs Medicines / Disposable Items (Registered as Drug))

**COMPULSORY PARAMETERS:**

Parameters	Documents required
Drug manufacturing / Sale License	<ul style="list-style-type: none"> <li>➤ Valid Drug Manufacturing License issued by DRAP (Formerly known as MOH) for manufacturers.</li> <li>➤ Valid Drug sale License for manufacturers / importers / Distributors</li> <li>• In case of expire/In-valid drug Manufacturing/sale License, valid renewal application must be attached.</li> </ul>
Bio-Equivalence / Bio- Similarity Study Report  Anti-Tuberculosis drugs (Bio-Equivalence study) Peg-Interferon (Bio-Similarity study)	Report of Labs notified by DRAP* / WHO Audited Labs shall be acceptable. If report is not available, latest instructions from the Government of the Punjab, Health Department will be followed (where required).
Undertaking Regarding Non Declaration of Spurious / Adulterated batch by DTLs of the Punjab / any Competent Lab of quoted item within last one year.	Undertaking on Judicial Papers.
i. Tax registration certificate ii. Statement worth (minimum 5 million)	i. Attested copies of certificates ii. valid FBR certificate / audit report, Tax return and acknowledgment of Tax return must be attached

**ORDINARY PARAMETERS:**

SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENT REQUIRED
1.	<p><b>Overall past performance of the firm/company</b></p> <p><b>A. Faisalabad Institute of Cardiology Faisalabad</b></p> <p>i) Very good (100% execution of contract during last financial year) (25) ii) Good (50% to 99% execution of contract during last financial year) (15) iii) Below (50% execution of contract during last financial year) (0)</p> <p><b>B. Other Punjab Govt. Cardiac Institutions/ Cardiac Unit of Children Hospitals / Teaching Hospitals</b></p> <p>No past experience with this institution but has experience with other Punjab Govt. Cardiac Institutions/ Cardiac Unit of Children Hospitals / Teaching Hospitals and firm has provided satisfactory performance certificate / copy of supply orders and award letters of different financial year / different institute (same financial year) from the Head of those Govt. institutions (competent authority).</p> <p>10 points = each certificate maximum = 20 points</p>	<p><u>25</u></p>	<p>(As ascertained by TAC)</p> <p>10 points for each satisfactory performance report (regarding performance of the firm, supplies etc.) will be awarded for each institution. Maximum points = 20 points Note: Attach original performance certificate / copy of supply orders and award letters of different financial year / different institute (same financial year) issued by the competent authority.</p>
2.	<p><b>Local Market Business</b></p> <p>i) Less than 1 year (0) ii) up to 2 years (08) iii) up to 5 years (10) iv) up to 9 years (12) v) More than 9 years (15)</p>	<p><u>15</u></p>	Attach valid attested copies of certificates / letters
<b>Total Points</b>		<b>Total Points = 40</b>	<b>Qualifying points 24</b>

**NOTE:** i) Only those firms / companies will be eligible for product evaluation by TEC, who will qualify as per above mentioned criteria / merit point system.  
ii) In case of in valid manufacturing / drug sales license all the "Technical Proposals" related to that manufacturing / drug sales license will be technically rejected.

**Chairman of TEC / Purchase Officer / Pharmacist**  
Faisalabad Institute of Cardiology Faisalabad

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**BID EVALUATION CRITERIA (Part-II)**

**FOR TENDERS 2022-2023**  
**MERIT POINT SYSTEM**  
**TECHNICAL EVALUATION OF PRODUCTS**

**Drugs / Medicines (Registered as Drug)**

**COMPULSORY PARAMETERS:**

Name of firm	
Item No	
Name of item with brand	

Parameters	Documents required	Yes / No
Drug Registration Certificate (DRC)	Valid drug Registration Certificate issued by DRAP (Formerly known as MOH) <ul style="list-style-type: none"> <li>In case of expire/In-valid Drug Registration Certificate (DRC), valid renewal application must be attached.</li> </ul>	
Market Experience of the quoted product for more than 01 year	Evidence based documents be attached	
Authorized agency agreement (for sole agents / distributor)	Valid agency agreement / Authority Letter be attached (Attested copies /duly notarized / embassy attested from country of origin be attached)	
Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per Labeling and Packing Rules 1986 shall be considered for evaluation	Samples of quoted item.	
Good Manufacturing Practices (GMP) Certificate. (where applicable)	Valid Good Manufacturing Practices (GMP) Certificate issued by the Drug Regulatory Authority Pakistan (DRAP).	

**GENERAL PARAMETERS:**

SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENTS / ITEMS REQUIRED
1.	<b>Physical Report (As Ascertained by TAC)</b> i. Complies with official books (BP/USP etc) / complies with manufacturer's specifications ii. Quality of printing (Label, outer carton, leaflet etc.) iii. Quality of packing / packaging & labeling material etc.	<b>15</b> (05) (03) (04) (06)	i) 06 fresh samples from most recent batch of the relevant item.
2.	<b>Product's past experience</b> i) very good ii) good iii) satisfactory (iv) Non-satisfactory (if during sample evaluation, the end user not satisfy with product quality, he may reject the product (even the product has complete experience in Govt. Institutes. v) No past experience with this institution but the product has experience with other Punjab Govt. Cardiac Institutions / Cardiac Unit of Children Hospitals & also provided satisfactory performance report (regarding efficacy of the product) from the Head of those Punjab Govt. Cardiac Institutions / Cardiac Unit of Children Hospitals (competent authority). vi) No past experience with this institution but the product has experience with other Punjab Govt. Teaching Institutions & also provided satisfactory performance report / copy of supply orders and award letters of different financial year / different institute (same financial year) from the Head of those Punjab Govt. Teaching Institutions (competent authority). vii) Procuring agency has evidence of poor quality of the product and/or product contravenes to Drugs Act 1976 / DRAP Act. (Technically rejected)	<b>20</b> (20) (16) (12) (00)  10 points = each certificate Maximum = 20 points  05 points = each certificate Maximum = 20 points  (00)	As ascertained by TAC in consensus with end users  <b>Note:</b> i. 10 points for each satisfactory performance report (regarding efficacy of the product) will be awarded for each Punjab Govt. Cardiac Institution / Cardiac Unit of Children Hospitals. Maximum points = 20 points ii. 05 points for each satisfactory performance report / copy of supply orders and award letters of different financial year / different institute (same financial year) will be awarded for each Punjab Govt. Teaching Institution. Maximum points = 20 points
3.	<b>Production Capacity (Per day production capacity of relevant product against the total advertised quantity)</b> i. Less than 10% ii. 11% to 15% iii. 16% to 25% iv. 25% and above	<b>10</b> (00) (06) (08) (10)	Attested copies of relevant documents. (Detail of plant and machinery installed is mandatory, alongwith production capacity of each machine).
4.	<b>Experience of the product in the market</b> i) 1-3 years experience ii) 4-8 years experience iii) 9-15 years (& above) experience	<b>05</b> (03) (04) (05)	i) Attested copies of relevant documents ii) Attested copy of drug registration.
		<b>Total points = 50</b>	<b>Qualifying points = 30</b>

- NOTE:** i) The product / medicine item will be technically rejected if found contravene to Drugs Act / DRAP act, or found of poor quality on the basis of clinical data/experience.  
ii) If a product is technically rejected by the TEC, it will not be considered for opening of Financial Bid even qualified as per yard stick of merit point system.

**Chairman of TEC / Purchase Officer / Pharmacist**  
**Faisalabad Institute of Cardiology Faisalabad**

**BID EVALUATION CRITERIA (Part-I)****FOR TENDERS 2022-2023**

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

Tender No	
Name of firm	
Sole agent / Distributor	

**MERIT POINT SYSTEM**

Technical Evaluation of Manufacturers / Sole Agents / Distributors  
(Cardiac Surgical Items / Cath Lab Items / General Disposable & Surgical Items)

**COMPULSORY PARAMETERS:**

Parameters	Documents required
Drug Sale License (where Applicable) License To Import (where Applicable)	<ul style="list-style-type: none"> <li>➤ Valid Drug sale License for manufacturers / importers / Distributors</li> <li>➤ Valid License To Import / importers / Distributors</li> <li>• In case of expire/In-valid, valid renewal application must be attached.</li> </ul>
Undertaking Regarding the firms is not black listed from Health Department at the time of tender bid submission.	Undertaking on Judicial Papers.
i. Tax registration certificate ii. Statement worth (minimum 5 million)	i. Attested copies of certificates ii. valid FBR certificate / audit report, Tax return and acknowledgment of Tax return must be attached

**ORDINARY PARAMETERS:**

SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENT REQUIRED
1.	<p><b>Overall past performance of the firm/company</b></p> <p><b>A. Faisalabad Institute of Cardiology Faisalabad</b></p> <p>i) Very good (100% execution of contract during last financial year)</p> <p>ii) Good (50% to 99% execution of contract during last financial year)</p> <p>iii) Below (50% execution of contract during last financial year)</p> <p><b>B. Other Punjab Govt. Cardiac Institutions/ Cardiac Unit of Children Hospitals / Teaching Hospitals</b></p> <p>No past experience with this institution but the firm has experience with other Punjab Govt. Cardiac Institutions/ Cardiac Unit of Children Hospitals / Teaching Hospitals and firm has provided satisfactory performance certificate / copy of supply orders and award letters of different financial year / different institute (same financial year) from the Head of those Govt. institutions (competent authority).</p>	<p><b>25</b></p> <p>(25)</p> <p>(15)</p> <p>(0)</p> <p>10 points = each certificate maximum = 20 points</p>	<p>(As ascertained by TAC)</p> <p>10 points for each satisfactory performance report (regarding performance of the firm, supplies etc.) will be awarded for each institution. Maximum points = 20 points Note: Attach original performance certificate / copy of supply orders and award letters of different financial year / different institute (same financial year) issued by the competent authority.</p>
2.	<p><b>Local Market Business</b></p> <p>I. Less than 1 year</p> <p>II. up to 2 years</p> <p>III. up to 5 years</p> <p>IV. up to 9 years</p> <p>V. More than 9 years</p>	<p><b>15</b></p> <p>(0)</p> <p>(08)</p> <p>(10)</p> <p>(12)</p> <p>(15)</p>	Attested copies of certificates
<b>Total Points</b>		<b>Total Points = 40</b>	<b>Qualifying points 24</b>

**NOTE:**

Only those firms / companies will be eligible for product evaluation by TEC, who will qualify as per above mentioned criteria / merit point system.

**Chairman of TEC / Purchase Officer / Pharmacist**  
Faisalabad Institute of Cardiology Faisalabad

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**BID EVALUATION CRITERIA (PART-II)**

FOR TENDERS 2022-2023

MERIT POINT SYSTEM

**TECHNICAL EVALUATION OF PRODUCTS**

(Cardiac Surgical Items / Cath Lab Items / General Surgical Items)

Name of firm	
Item No	
Name of item with brand	

**COMPULSORY PARAMETERS:**

Parameters	Documents required	Yes / No
Valid Medical Device Registration Certificate (where applicable)	Attested copies of certificate be provided issued by the competent authority	
Free sale certificate from the country of origin (where applicable)	documents Pakistan embassy attested be attached & duly notarized from country of origin	
Authorized agency agreement (for sole agents / distributor)	Attested copies of evidence based documents be attached (Attested copies /duly notarized / embassy attested from country of origin be attached)	
i.FDA certificate (where applicable) ii.CE certificate (where applicable)	Attested copies of evidence based documents be attached	
Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per Labeling and Packing Rules (Medical Devices 2017) shall be considered for evaluation.	Samples of quoted item.	

**GENERAL PARAMETERS:**

SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENTS / ITEMS REQUIRED
1.	<b>Physical Report (As Ascertained by TAC)</b> <b>Surgical/ Disposable Items</b> i. Finishing of the Product ii. Use of Medical grade material (Product) iii. Quality of printing (Label, outer carton, etc.) iv. Quality of packing / packaging & labeling material etc. v. Poor quality of printing / packing / packaging & labeling material etc.	<b>15</b> (05) (05) (02) (03) (00)	i) Fresh sample from most recent batch of the relevant item. ii) Attested copy of use of medical grade material (product) by relevant authority.
2.	<b>Product's past experience</b> i) very good ii) good iii) satisfactory (iv) Non-satisfactory (if during sample evaluation, the end user not satisfy with product quality, he may reject the product (even the product has complete experience in Govt. Institutes. v) No past experience with this institution but the product has experience with other Punjab Govt. Cardiac Institutions / Cardiac Unit of Children Hospitals & also provided satisfactory performance report (regarding efficacy of the product) from the Head of those Punjab Govt. Cardiac Institutions / Cardiac Unit of Children Hospitals (competent authority). vi) No past experience with this institution but the product has experience with other Punjab Govt. Teaching Institutions & also provided satisfactory performance report / copy of supply orders and award letters of different financial year / different institute (same financial year) from the Head of those Punjab Govt. Teaching Institutions (competent authority). vii) Procuring agency has evidence of poor quality of the product and/or product contravenes to Drugs Act 1976 / DRAP Act. (Technically rejected)	<b>20</b> (20) (16) (12) (00)  10 points = each certificate Maximum = 20 points  05 points = each certificate Maximum = 20 points  (00)	As ascertained by TAC in consensus with end users  <b>Note:</b> i. 10 points for each satisfactory performance report (regarding efficacy of the product) will be awarded for each Punjab Govt. Cardiac Institution / Cardiac Unit of Children Hospitals. Maximum points = 20 points ii. 05 points for each satisfactory performance report / copy of supply orders and award letters of different financial year / different institute (same financial year) will be awarded for each Punjab Govt. Teaching Institution. Maximum points = 20 points
3.	<b>Production Capacity</b> <b>(Per day production capacity of relevant product against the total advertised quantity)</b> i. Less than 10% ii. 11% to 15% iii. 16% to 25% iv. 25% and above	<b>10</b> (00) (06) (08) (10)	Attested copies of relevant documents. (Detail of plant and machinery installed is mandatory, along with production capacity of each machine).
4.	<b>Experience of the product in the market</b> i) 1-3 years experience ii) 4-8 years experience iii) 9-15 years (& above) experience	<b>05</b> (03) (04) (05)	i) Attested copies of relevant documents ii) Attested copies of relevant documents of first batch of the product. iii) Attested copy of product registration.
		<b>Total points = 50</b>	<b>Qualifying points = 30</b>

- NOTE:** i). The product / surgical disposable item will be technically rejected, if found of poor quality.  
ii). If a product is technically rejected by the TEC, it will not be considered for opening of Financial Bid even qualified as per yard stick of merit point system.

Chairman of TEC / Purchase Officer / Pharmacist  
Faisalabad Institute of Cardiology Faisalabad

*Handwritten signature/initials*

## **AUTHORITY LETTER**

We M/S \_\_\_\_\_ do  
hereby authorize Mr./Miss/ Mrs. \_\_\_\_\_ to attend the  
meetings, negotiate on prices, receive letters & bid securities (for tenders 2022-2023 Faisalabad  
Institute of Cardiology, Faisalabad) on behalf of our firm. The particulars of authorized person  
are given below.

Name of authorized person \_\_\_\_\_

Designation \_\_\_\_\_

C.N.I.C. No. \_\_\_\_\_

Mailing Address \_\_\_\_\_

Contact No. (land line) \_\_\_\_\_

Contact No. (Mobile) \_\_\_\_\_

E-mail Address \_\_\_\_\_

### **Sign. & Stamp (Signing Authority)**

Dated \_\_\_\_\_

Contact No. \_\_\_\_\_

**NOTE:-** Incase of any change in authorized person must be conveyed to Purchase Officer,  
Faisalabad Institute of Cardiology Faisalabad in writing.

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**INVITATION TO BIDS**

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

Note: This invitation to bids is only for the goods and stocks as are mentioned in this bidding document and the tender notice published in the newspapers on \_\_\_\_\_ under the authority of  
The Medical Superintendent / Purchase Officer / Pharmacist, Faisalabad Institute of Cardiology, Faisalabad.

Whereas, The Medical Superintendent, intends to procure goods, items, stocks, and services by calling open tenders from the interested vendors, suppliers, dealers, manufacturers, and stockist of such goods and services. Now, the Medical Superintendent Faisalabad Institute of Cardiology Faisalabad, (hereinafter also referred as the (“**Purchaser**”)) invites sealed bids from the eligible bidders for the supply of goods, stocks, and services, as per the Schedule of Technical Specifications annexed to this invitation to the tenders and subject to the conditions as laid down in this bid document, in accordance with the provisions of the Punjab Procurement Rules (PPRA), 2014.

1. Bidding will be conducted through a competitive bidding process as specified in the Punjab Procurement Rules, 2014 and will be open to all bidders who fulfill the requisite qualifications for participating in the bidding.

2. Interested bidders, who intend to participate in the tenders, can purchase a complete set of the bidding documents from the address given below by presenting a written application on their official letter head and upon cash payment of a non-refundable fee as mentioned in the advertisement notice.

3. Bidders will submit their offers on the prescribed Bid Performa attached to this invitation to bids and shall sign the certificate and the undertaking as given in this document to the effect that the stocks shall be supplied exactly in accordance with the requirements specified in the tender document. In case of any difference or deviation of the specifications, the bidder shall clearly state it in his bid papers; otherwise it will be presumed that the offer is strictly in accordance with the requirements and specifications of the Purchaser.

**BID SECURITY:**

4.
  - i. The bidders are required to furnish a bid security of 2% of total bid value. Which should be enclosed in sealed envelope of “**Financial Proposal**”.
  - ii. The bid security / earnest money shall be in Pakistan rupees in the form of deposit –at-call receipt (CDR) in favor of Medical Superintendent/ Purchase Officer, Faisalabad Institute of Cardiology Faisalabad from a scheduled bank.
  - iii. A bid not accompanied by valid bid security or earnest money will be rejected.
  - iv. Bid security of the un-successful bidders will be discharged or returned as prompt as possible after completing necessary formalities.
  - v. The bid security / earnest money will be liable to forfeiture in the following circumstances.
    - a. If a participating bidder withdraws its bid during the bid validity period as specified in the bidding document.
    - b. If a successful bidder, to whom acceptance of bid conveyed, fails to sign the contract, or does not furnish the requisite performance guarantee.
    - c. The competent authority may consider the bid of next tenderer for acceptance in respect of that stocks after negotiation (if necessary).
  - vi. The Bid security of successful bidders can be adjusted to their performance guaranty after acceptance of their bid.
  - vii. The bidders have to furnish fresh bid security & the bid security related to previous tenders will not be entertained.

5. Bids must be submitted to the address below within the specified time in the specified manner. Bid received after the cut-off time and date will not be entertained.

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

7. Place of consignment and the delivery period shall be as specified in the supply order issued to the successful bidder(s) and the contract agreement, if any.

8. Failure to submit the bid in the manner prescribed in this invitation to bids may result in rejection of the bid.

9. The Purchaser reserves the right of accepting a bid in accordance with his evaluation criteria. Bill of quantities to be purchased can be changed upto 15% as per requirement of the institution/ components.

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10. The contract agreement, if any, resulting from this invitation to bids shall be governed by and subject to the general and the special conditions of contract as are agreed to and signed by the Purchaser and the supplier, and shall also be subservient to the terms and conditions governing contracts for supplies as contained in the PPR 2014 and the general provisions of the Contract Act, 1940 as applicable in the country.

11. Bids will be opened in the presence of the bidders or their authorized representatives who choose to attend the opening ceremony.

**12. A bidder quoting against this Invitation to bids shall be deemed to have read and understood the conditions thereof and the particulars of the stocks or services required by the Purchaser and their specifications, etc.**

13. The interested and eligible bidders may obtain further information from the office of the Medical Superintendent, Faisalabad Institute of Cardiology, Faisalabad during office hours on all working days.

Handwritten marks: a checkmark and a signature.

## BID PROFORMA

Tender No.:	
Last Date & Time of Submission of bids:	
Date & Time of Opening the bids:	
Amount of Bid Security:	<b>2% of total bid value</b>
Place of Consignment:	<b>Faisalabad Institute of Cardiology Faisalabad.</b>

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

1. Any offer not received as per terms and conditions of the invitation to bid/tender enquiry is liable to ignore.
  2. **Submission of bids:-** Bids will be submitted in sealed package (Single stage - two envelopes method) the sealed package will contain two sealed envelopes. One envelope will bear **“TECHNICAL PROPOSAL”** and the **2<sup>nd</sup>** bear **“FINANCIAL PROPOSAL”**, Bids must be submitted in double cover. The outer envelope will bear name of the Purchaser, tender number and date of opening but not the name of the firm, which must appear on the inner envelope only. All envelopes must be sealed properly. All Technical Proposals will be opened by the Tender Opening Committee on the schedule time, place & date. The Financial Proposals will be opened by Tender Opening Committee of responsive / technically successful bidders later, on schedule time place & date. **Non-responsive / technically rejected financial proposals will not be announced and will be returned back to the respective firms.**
3. **Validity Period:** The tender is valid for the financial year 2022-2023 from the date of opening of the tender till the expiry of total tender period. (Till 30.06.2023)
4. The validity of the received offers will be for 90 days after opening of Technical Bid.
  5. The Purchaser reserves the right to purchase the stocks, goods, or services in full or in part regardless of the notice of invitation and may also ignore or scrap or cancel the tender at any stage of the bidding without assigning any reason.
  6. (a) If the provisional acceptance of bid issued during the validity period of the offer is not accepted by the bidder, the bid security deposited by him shall be forfeited and the stocks may be purchased at his risk and expense.  
(b) If a bidder withdraws or amends or revises its bid at any time during the validity period, the bid security would be liable to forfeiture.
  7. In case, the contractor/supplier fails to execute the contract strictly in accordance with the terms and conditions as laid down in the contract, the Performance Guarantee deposited by him would be forfeited and the stocks may be purchased at his risk and expense.
  8. The Purchaser reserves the right to claim compensation for the loss caused by the delay in the delivery of the goods and services.
  9. **The delivery period, will be 45 days of issuance of supply order and / or 15 days of the start of quarter concerned i.e. 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> quarter, as the case may be. However, the supplier may indicate its own delivery period earliest by which it will supply the goods.**
  10. The Purchaser reserves the right to claim compensation for the loss caused by the delay in the delivery of the goods and services.
  11. Bids should be quoted on the prescribed bid Performa only. However, the bidder may add additional information or submit letter on the official letterhead.
  12. Cash receipts (in original) in token of having purchased the tender, must accompany the offer.
  13. Bids and all correspondence should be addressed to the Purchaser i.e., Medical Superintendent Faisalabad Institute of Cardiology Faisalabad.
  14. Bidders must quote their firmed-up final rates after considering all aspects of the bidding, both in words as well as in figures. In case of difference between the two, rates quoted in words shall prevail.

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15. The tenderer is required to submit following documents:-
- A. Bid Performa and invitation to bids.
  - B. Bid security @ 2% of the total price of each quoted/offered item in the form of fresh CDR in favour of the Medical Superintendent Faisalabad Institute of Cardiology Faisalabad enclosed in sealed envelope of "FINANCIAL PROPOSAL".
  - C. Original tender form
    - i- TECHNICAL PROPOSAL
    - ii- FINANCIAL PROPOSAL, showing quoted price / cost with Security Deposit under envelop marked as "FINANCIAL PROPOSAL" Price schedule shall be submitted with Financial Proposal.
  - D. An affidavit that the offered Prices are not more than charged from any other Government Department / Offices in the province and in case of any discrepancy, he will refund the price charged in excess.
  - E. Attested photocopy of his Computerized National Identity Card.
  - F. Income Tax / Sales Tax Certificates (Attested Photocopies)
  - G. Dealership certificate / authority letter (Attested copy)
  - H. Sole Agent authority letter ((Attested copies / duly notarized from country of origin / Pakistan embassy attested be attached)
  - I. Manufacturer's authorization form (Attested copies / duly notarized from country of origin / Pakistan embassy attested be attached)
  - J. Drug sales License (valid) / Manufacturing License/ License to import (valid) where applicable
  - K. Performance guaranty form
  - L. Source of raw material in case of medicine
  - M. Attested copy of product registration where applicable

**PERFORMANCE GUARANTY**

16. The successful bidder is required to furnish performance guaranty 5% (five percent) of the contract price in favor of the Purchaser within the period specified in Advance Acceptance of the Tender. Failure to deposit the performance guarantee may result in cancellation of contract and forfeiture of the earnest money and procurement of the stocks at the risk and expense of the bidder. The Bid security of successful bidders can be adjusted to their performance guaranty after acceptance of their bid.

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

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

"This is to certify that M/s. \_\_\_\_\_ have obtained a quotation from us against invitation to Tender No. \_\_\_\_\_ issued by the Purchase Officer Faisalabad Institute of Cardiology Faisalabad to be opened on \_\_\_\_\_. We, being the original manufacturer of the said items, hereby agree to supply/manufacture the said stocks strictly in accordance with the specification laid down in the said Invitation to Bids".

**DELIVERY SCHEDULE:**

19. The delivery Schedule is mentioned against each tender item. **However, Bill of quantities to be purchased can be changed up to 15% as per requirement of the institution/ components. The delivery period, will be 45 days of issuance of supply order and / or 15 days of the start of quarter concerned i.e. 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> quarter, as the case may be. However, the supplier may indicate its own delivery period earliest by which it will supply the goods.**

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

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

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

**EXPIRY REPLACEMENT:**

23. The successful bidders / suppliers will be bound to replace the stocks items, on prior intimation to the supplier before expiry date. The replacement will be on free delivery basis at the premises of the consignee.

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

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

**26. The bidders must write brand name, name of manufacturers and country of origin of the quoted / offered items in the Technical Proposal. Moreover, correct tender item No. must be written in Technical & Financial Proposals, in case of incorrect tender item No. the quoted item / offer will be liable to be ignored / rejected.**

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

28. In case of imported stocks, import documents shall be shown at the time of inspection to ensure that stocks offered for inspection are imported ones, brand new and in original packing of the manufacturer. Bidders must note that non-exhibition of the import documents at the time inspection or on demand later may lead to forfeit of their security deposits and procurement of the stocks at their risk and expense.

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

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

**PAYMENT SCHEDULE:**

31. The payments will be made to the suppliers/contractors in Pak rupees against their invoices are running bills within 30 days from the date of completion of supplies of the respective stocks subject to verification / inspection report regarding the quality & quantity of the concerned stocks by relevant authority.

32. Grievances will be dealt as per rule 67 of PPRA rules 2014.

**Bidder's Signature and Seal**

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

Designation: \_\_\_\_\_

CNIC No. \_\_\_\_\_

Income Tax No. \_\_\_\_\_

Sales Tax No. \_\_\_\_\_

Address: \_\_\_\_\_

Phone Office: \_\_\_\_\_

Phone Works: \_\_\_\_\_

Fax No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

Email address: \_\_\_\_\_

Website: \_\_\_\_\_

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

Witnesses:

1. Signature: \_\_\_\_\_

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

Designation: \_\_\_\_\_

CNIC No. \_\_\_\_\_

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

2. Signature: \_\_\_\_\_

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

Designation: \_\_\_\_\_

CNIC No. \_\_\_\_\_

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

List of enclosures or attachments, if any etc:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**MEDICAL SUPERINTENDENT/PURCHASE OFFICER/PHARMACIST  
FAISALABAD INSTITUTE OF CARDIOLOGY FAISALABAD**

*(Handwritten signatures)*

Sample to be followed on judicial stamp paper of Rs. 100 by the bidder

## UNDERTAKING BY THE BIDDER

1. I/We hereby confirm to have read carefully complete description of the stocks and all the terms and conditions of your tender enquiry No. \_\_\_\_\_, due for opening on \_\_\_\_\_, for the supply of the stocks, goods, and services as advertised in the tender notice as well as those contained in the Bid Performa and the Punjab Procurement Rules, 2014 (PPR-2014). I/We agree to abide by all these terms, conditions, stipulations, obligations, and instructions.
2. I/We also hereby categorically confirm that the stocks offered by me/us conform to the particulars and specifications as laid down in your tender enquiry in all respects and that any difference has been fully and duly explained in the bid papers submitted by me/us.
3. I/We accept that if the required bid security/earnest money is not furnished or my/our offer is found lacking in respect of any other requirements of your tender enquiry, it shall be ignored and I/We shall have no claim to it, whatsoever.
4. I/We hereby acknowledge that timely delivery of the stocks is the essence of the contract and do hereby confirm to adhere to the delivery schedule as given in the tender enquiry/supply order/contract agreement. In case of non-adherence, I/We agree unconditionally to accept the recovery of liquidated damages on belated supplies @ 2% per month or part thereof.
5. I/We certify that the prices quoted in this tender enquiry are not more than the prices charged by my/us from any other purchasing agencies in the country; and in case of any discrepancy, I/We hereby undertake to refund the price charged in excess.
6. I/We certify that the prices quoted in the tender are not more than trade price.
7. I/We certify and undertake that we have not been blacklisted by any public or private authority or organization in the country or abroad as the bidder/supplier/manufacturer/contractor or in any other capacity and that, I/We are currently not in litigation with any other authority or organization in this capacity.
8. I/We undertake to accept any or all decisions of the Purchaser with respect to acceptance and rejection of my/our bid, in part or in whole, and that such a decision shall not be justiciable in any court of law at any time and at any stage. I/We further understand that the Purchaser is not bound to accept the lowest bid necessarily.
9. I/We undertake that if our bid is accepted, I/We shall provide a performance security in the form, in the amounts, and within the time specified in the advance acceptance of the tender or the contract agreement.
10. I/We agree to abide by this bid for the entire bid validity period as specified in the bid documents and it shall remain binding upon me/us to accept the advance acceptance of the bid offered to me/us during the original as well as the extended validity period.
11. I/We undertake that pending preparation and execution of a formal contract agreement, my/our bid together with the advance acceptance of bid and notification of award, if any, issued by the Purchaser shall constitute a valid and binding contract between the Purchaser and me/us.
12. I/We certify and confirm that as per the requirements laid down in the bid documents, I/We qualify the eligibility criteria of participating in the bid.
13. I/We solemnly affirm and declare that contents of this undertaking are true to the best of my/our information, knowledge and belief and that nothing material has been withheld by me/us.
14. I undertake that I will be responsible for free replacement of supplied stocks if same are found to be defective and also will be responsible for size replacements at any time as per need.

### **Bidder's Signature and Seal**

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
CNIC No. \_\_\_\_\_  
Date: \_\_\_\_\_

**Witnesses:**

1. Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
CNIC No. \_\_\_\_\_  
Date: \_\_\_\_\_

2. Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
CNIC No. \_\_\_\_\_  
Date: \_\_\_\_\_

**MEDICAL SUPERINTENDENT/PURCHASE OFFICER/PHARMACIST  
FAISALABAD INSTITUTE OF CARDIOLOGY Faisalabad**

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**PERFORMANCE GUARANTY/ SECURITY FORM**

To:

The Medical Superintendent / Purchase Officer / Pharmacist,  
Faisalabad Institute of Cardiology Faisalabad

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

And whereas, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 2% 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 2% (*two Percent*) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 2xxx

Signature and Seal of the Guarantors/ Bank

Address \_\_\_\_\_

Date \_\_\_\_\_

Handwritten initials: A, C, Z

MANUFACTURER'S AUTHORIZATION FORM

To:

The Medical Superintendent / Purchase Officer / Pharmacist,  
Faisalabad Institute of Cardiology Faisalabad

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

*[Signature for and on behalf of Manufacturer]*

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

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**CONTRACT FORM**

**THIS CONTRACT** is made at -----on----- day of----- 2022, between The Medical Superintendent / Purchase Officer / Pharmacist, Faisalabad Institute of Cardiology Faisalabad (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

**WHEREAS** the Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (*firm name*) being the Manufacturer/ Sole Agent of (*item name*) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (*item name*) cost per unit,

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special Conditions of this Contract hereinafter referred to as "Contract":

2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-

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

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

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

5. [*The Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.

6. Without limiting the generality of the foregoing, [*the Seller/ Supplier*] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.

7. [*The Supplier*] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

8. [*The Supplier*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.

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

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

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



12. This Contract shall be governed by the Drug Act 1976, Punjab Drug Rules, DRAP act and Medical Devices Rules 2017 and amendments time to time.

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

14. In case of supply of substandard product the destruction cost will be borne by the firm i.e burning, Dumping, Incineration.

15. Certifies that the prices quoted in this tender are not more than trade price.

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

Signed/ Sealed by the Manufacturer/ authorized Person	Signed/ Sealed by Procuring Agency
1 _____	1 _____

Handwritten marks: a checkmark, a signature, and the number 7.

BID FORM

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

No. \_\_\_\_\_

To:

The Medical Superintendent / Purchase Officer / Pharmacist,  
Faisalabad Institute of Cardiology Faisalabad

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of [Total Bid Amount \_\_\_\_\_], [Bid Amount in words \_\_\_\_\_] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of Two Percent of the Contract Price for the due performance of the contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of [number] days from the date fixed for bid opening under instruction to the bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that the Procuring Agency is not bound to accept the lowest or any bid, Procuring Agency may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, as per detail given below:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Signature (in the capacity of)

Duly authorized to sign bid for and on behalf of.

Attachment

Handwritten marks: a checkmark and two stylized initials.

# SPECIMEN FOR TECHNICAL PROPOSAL

MEDICINES / DRUGS / CARDIAC SURGICALS / GENERAL SURGICALS / CATH LAB ITEMS / DISPOSABLE ITEMS  
(FINANCIAL YEAR 2022-2023)

Name of bidder/Firm:- \_\_\_\_\_

Tender Item SR. # (As per tender enquiry)	NAME OF ITEMS	SPECIFICATION	BRAND NAME	MANUFACTURER	COUNTRY OF ORIGIN
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SIG. & OFFICIAL STAMP OF BIDDER \_\_\_\_\_

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

*Handwritten marks: a signature and the number 7.*

# SPECIMEN FOR FINANCIAL PROPOSAL



PRICE SCHEDULE (MEDICINES / DRUGS / CARDIAC SURGICALS / GENERAL SURGICALS / CATH LAB ITEMS / DISPOSABLE ITEMS  
(FINANCIAL YEAR 2022-2023)

Name of bidder/Firm:- \_\_\_\_\_

Tender Item SR. # (As per tender enquiry)	NAME OF ITEM & (BRAND NAME)	SPECIFICATION	ACCOUNTING UNIT	TOTAL QUANTITY REQUIRED	UNIT PRICE (OFFERED)	TOTAL PRICE (OFFERED)	BID SECURITY 2% OF THE TOTAL PRICE

SIG. & OFFICIAL STAMP OF BIDDER:- \_\_\_\_\_

NOTE:  
& i) In case of discrepancy between unit price & total price, the unit price shall prevail.  
ii) The bidders must submit their financial proposals on letter head (letter pad) of the firm which must be duly signed & stamped by an authorized person.

## **TENDERS 2022-2023**

### **OFFICE OF THE MEDICAL SUPERINTENDENT, FAISALABAD INSTITUTE OF CARDIOLOGY, FAISALABAD** **TERMS & CONDITIONS OF CONTRACT FOR THE PURCHASE OF DRUG/MEDICINE, CARDIAC SURGICAL ITEMS,** **CATH LAB ITEMS / DISPOSABLE ITEMS, GENERAL SURGICAL ITEMS FOR THE FINANCIAL YEAR 2022-2023.**

Price of purchase of tender documents Rs. 2000/- (Non-refundable).

Tenders are invited from the manufacturers/ importers /foreign principles or their sole agents, duly registered with the Health / Income Tax / Sales Tax Department of the Government (Federal/Provincial) on the conditions laid down in **P.P.R.A. Rules 2014**. The manufacturer/ importer/ foreign principle or their sole agents can participate in the tender through their distributors. The stocks / items will be purchased as per enclosed list of items / stocks. Other terms and conditions hereinafter stated as below.

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

**2. Validity Period:** The tender is valid for the Financial Year 2022-2023 from the date of opening of the tender till the expiry of total tender period.

### **3. KNOCK OUT CLAUSES (COMPULSORY PARAMETERS)**

**Note:**

- Any offer not received as per terms & conditions of the tender is liable to be ignored.
- Every participating firm will be allowed to quote only a single brand for each advertised tender item to ensure healthy competition among the bidders.
- No offer of a firm / individual shall be considered if:-
  - a. Offer of tender is hand written.
  - b. Tender Form not purchased from Faisalabad Institute of Cardiology, Faisalabad.
  - c. Received without security deposit (earnest money) being a part of Financial Proposal.
  - d. Received later than the date and time fixed for tender.
  - e. The tender is unsigned & is not in two sealed envelopes marked as:-  
**TECHNICAL PROPOSAL & FINANCIAL PROPOSAL**
  - f. The offer is ambiguous / tempered
  - g. The offer is conditional.
  - h. Offer is from a firm which is black listed, suspended, removed from the approved list, remained guilty of misconduct or involved in unnecessary litigation with any Government Department / autonomous & corporations etc.
  - i. The offer is received by telegram/fax/e-mail

**4.** Original documents have to be produced at the time of tender opening.

**5.** In case the contractor fails to execute the contract agreement strictly in accordance with the terms and conditions laid down in the PPRA rules / contract within stipulated period, the earnest money deposited by him will be forfeited and his bid will be rejected. The competent authority may consider the bid of next tenderer for acceptance in respect of those stocks.

### **6. 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.

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(iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of performance Guaranty/Security shall be forfeited to the Government account and the firm shall be blacklisted maximum for **three** years for future participation.

(iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase order.

(v) In case of late delivery of goods beyond the periods specified in the schedule of requirements and after issuance of subsequent purchase order by the consignee, **a penalty of @ 0.067% per day of the cost of late delivered supply shall be imposed upon the supplier.** Maximum limit of Late Delivery Charges is 10% after which contract will be cancelled with all legal and codal formalities after expiry of prescribed delivery period the Procuring Agency may proceed for risk purchases (at the risk & cost of defaulter) to ensure the un-interrupted healthcare services to the patients.

The Principal/Head of Institutions reserves the rights to cancel contract agreement and allow further negotiations with the next lowest bidder (2<sup>nd</sup>) for the purchase of stock or from local market on risk and cost basis and the difference of price will be recovered from the Performance guarantee or from any other his pending claims / bills with the institution without any further notice. (where / if applicable)

**7. BID SECURITY:**

- i. The bidders are required to furnish a bid security of 2% of total bid value. Which should be enclosed in sealed envelope of "**Financial Proposal**".
- ii. The bid security / earnest money shall be in Pakistan rupees in the form of deposit –at-call receipt (CDR) in favour of Executive / Head of Institution / Medical Superintendent/ Purchase Officer, Faisalabad Institute of Cardiology Faisalabad from a scheduled bank.
- iii. A bid not accompanied by valid bid security or earnest money will be rejected.
- iv. Bid security of the un-successful bidders will be discharged or returned as prompt as possible after completing necessary formalities.
- v. The bid security / earnest money will be liable to forfeiture in the following circumstances.
  - a. If a participating bidder withdraws its bid during the bid validity period as specified in the bidding document.
  - b. If a successful bidder, to whom acceptance of bid conveyed, fails to sign the contract, or does not furnish the requisite performance guarantee.
  - c. The competent authority may consider the bid of next tenderer for acceptance in respect of that stocks after negotiation (if necessary).
- vi. The Bid security of successful bidders can be adjusted to their performance guaranty after acceptance of their bid.
- vii. The bidders have to furnish fresh bid security & the bid security related to previous tenders will not be entertained.

8. The tenderer will certify that the prices are not more than the prices charged from any other Government Department / corporations and autonomous etc in the province & in case of any discrepancy, the tenderer will refund the price charged in excess or to be recovered from his claims / bid security.
9. The Tenderer should be required to submit their quotations on prescribed tender form purchased from purchase cell of Principal Office and price of tender document shall be non-refundable. Receipt of it will be attached with tender document.
10. Tenders should be addressed to the Medical Superintendent Faisalabad Institute of Cardiology Faisalabad.
11. Any interlineations, erasures or overwriting etc, appearing in the offer shall be valid only if they are properly initialed by the person or persons signing the bid offer under Firm's stamp. Every page of the bid must be signed properly.
12. In case supply is not according to specification, the firm will be bound to replace it at his own expenses. An undertaking on judicial paper of Rs. 50/- duly attested by Oath Commissioner will be given in this regard as per specification laid down in PPRA rules.
13. Firms are bound to provide additional samples free of cost of each batch to the extent required.
14. The quotations should be submitted on the basis of standard approved packing by relevant firm.
15. First lowest bidder shall not be allowed to withdraw the negotiated offer and demand refund of bid security before the conclusion of the contract.
16. All tender enquiry conditions should be duly signed, stamped and attached with the offer.
17. The Performance guarantee of successful bidder will be released on completion of contract period and production of satisfactory report from Principal/Medical Superintendents.



**18. DELIVERY SCHEDULE:**

The delivery Schedule is mentioned against each tender item. However, Bill of quantities to be purchased can be changed up to 15% as per requirement of the institution/ components. The delivery period, will be 45 days of issuance of supply order and / or 15 days of the start of quarter concerned i.e. 3<sup>rd</sup> and 4<sup>th</sup> quarter, as the case may be. However, the supplier may indicate its own delivery period earliest by which it will supply the goods.

19. In case of equal rates, contract can be awarded to all, holding equivalent prices simultaneously.

20. The contractor will provide the copy computerized NTN (National Tax Number) / Sales Tax registration. All tax deduction will be made according to Government instructions. N.T.N. will also be mentioned on front page of the bid / tender form. All prices quoted by the bidders shall be considered inclusive of all prevailing Government taxes / duties etc. However, the supplier are bound to pay Government Taxes (Income Tax, Stamp duty etc.) as imposed by the Government time to time. As per instructions issued by Health Department, Government of the Punjab vide letter No. IAW/HD/8-21/77(PG) dated 01.01.2014 all successful bidders / contractors will pay the stamp duty 25paise for every one hundred rupees or part thereof of amount of the contract on the procurement of stocks and materials. The stamp duty will be collected by the concerned components as per quantity purchased.

All Taxes shall implemented during financial year which will be imposed by the government time to time and firm will be bound to pay it.

**21. PAYMENT SCHEDULE:**

The payments will be made to the suppliers/contractors in Pak rupees against their invoices or running bills within 30 days from the date of completion of supplies of the respective stocks subject to verification / inspection regarding the quality & quantity of the concerned stock by relevant authority.

22. In case of any dispute between Hospital administration and the supplier/ contractor, the decision of Head of the Institutions shall be final and not challengeable in court.

23. Printed price lists of quoted items by the manufacturers should be attached with the bid.

24. Only 1<sup>st</sup> bidders will be called wherever negotiation is considered necessary.

25. Attested photocopies of CNIC of tenderer / representative and other necessary documents related to tender must be attached with the tender.

26. All offered products will be considered individually and contract may be issued after evaluation & standardizing on the recommendations of TAC.

**27. EXPIRY REPLACEMENT:**

The successful bidders / suppliers will be bound to replace the stock items, on prior intimation to the supplier before expiry of the product. The replacement will be on free delivery basis at the premises of the consignee.

28. The material should be packed in the manner as instructed by the Government in its rules notifications and circulars issued from time to time, following must be printed or written with indelible ink on item to be supplied.

**“GOVERNMENT PROPERTY NOT FOR SALE”**

29. The purchaser reserves the right to waive off/add/relax any departmental tender inquiry condition of any particular offer at any stage in the public interest and it cannot be challenged in any court of law.

30. The firm will supply the stocks on free delivery (F.O.R) basis within the stipulated period at the premises of the consignee (Faisalabad Institute of Cardiology Faisalabad).

31. General / special conditions laid down in PPRA rules are also applicable.

32. All the bidders will provide **six samples** of all items for evaluation at the time of opening of technical bids, if samples of particular tender item required is not submitted the bid for that particular item will not be considered.

33. The bidders must submit their bids of best and final prices to avoid un-necessary negotiation. No bidder shall be allowed to alter or modify his bid after the bids have been opened. However the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid. However in exceptional circumstances i.e. exorbitant rates than the prevailing market rates, the negotiation in such cases may be considered by the procuring

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agency and also reserve rights to accept or reject any or all bids without assigning any reason and cannot be challenged in court.

34. The tenderer is required to submit following documents:-

- A. Bid Performa and Bid invitation.
- B. Bid security 2% of the total price of each quoted/offered item in the form of fresh CDR in favor of the Medical Superintendent, Faisalabad Institute of Cardiology Faisalabad enclosed in sealed envelope of "FINANCIAL PROPOSAL".
- C. Original tender form in duplicate
  - i- TECHNICAL PROPOSAL, showing specification only under envelop marked as "TECHNICAL PROPOSAL"
  - ii- FINANCIAL PROPOSAL, showing quoted price / cost with Security Deposit under envelop marked as "FINANCIAL PROPOSAL" Price schedule shall be submitted with Financial Proposal.
- D. An affidavit that the offered Prices are not more than charged from any other Government Department / Offices in the province and in case of any discrepancy, he will refund the price charged in excess also assure that he is not black listed or penalized. (as per sample of affidavit of PPRA rules)
- E. Attested photocopy of his Computerized National Identity Card.
- F. Income Tax / Sales Tax Certificates (Attested copies)
- G. Dealership certificate / authority letter (Attested copy)
- H. Sole Agent authority letter ((Attested copies / duly notarized from country of origin / Pakistan embassy attested be attached)
- I. Manufacturer's authorization form (Attested copies / duly notarized from country of origin / Pakistan embassy attested be attached)
- J. Performance / guaranty form
- K. Drug Sale License / Drug Manufacturing License/ License to Import (where applicable)

35. All prices quoted by the bidders shall be considered as inclusive of all prevailing Government taxes / duties etc and payable by the bidders during the currency of the contract period.
36. The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that his Firm is not black listed on any ground by any Government (Federal / Provincial / District, a local body or a public sector organization), currently not in litigation with this institute. The bidder shall be debarred from bid on account of submission of false statement.
37. The bidder shall provide a list of plant, major machinery / equipment installed in the factory / workshop with details of manpower skills. In case of imported items the profile / credentials of the foreign manufacturers in the respective foreign country, shall be provided along with bid.
38. Financial bids found having without bid security (earnest money) shall be returned, Un-announced to the bidders even they qualified in the evaluation of Technical Proposal. However, the Chairman of the Purchase Committee shall record statement / reasons on such bids prior to return it to the bidders.
39. The market real prices are unstable & unpredictable, so in case of wide difference between market real price & contract price, supported by three authentic evidences; the Purchase Officer / authorized committee reserves the right to review / re-issue contract award at new price, after consensus between supplier / purchaser. However the supply order issued before the reviewed / re-issued contract award will be dealt as per previous contract award.
40. Approved offers shall not be increased in case of devaluation of currency or fluctuation of market prices.
41. Invoice / bill of the firms shall be a printed form bearing NTN / sales Tax registration.
42. The contractor will be bound to supply the items of all kinds awarded to them to all components of this institution at negotiated prices. In case of failure of 1<sup>st</sup> bidder to supply any stocks item, the 2<sup>nd</sup> bidder can be considered (if he agreed) to supply that particular stocks item after negotiation on price.
43. Any item of which rate quoted by the contractor is either for imported / local the same quality as per specifications given in the respective supply order will be supplied. As regards imported item it will be mentioned its origin i.e. made of country & indication of that country must be readable / visible on that item failing which the contractor will be responsible and decision of the Purchase Officer will be final not challengeable in any court of law.

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44. Damage / substandard stocks will be forfeited & dealt as per existing Government rules.
45. In case where the manufacturer is unable to participate, he can participate through authorized dealer.
46. As the advancement in technology is moving at its fastest pace, any change in specification during the current period of contract, will be amended in consensus with supplier/purchase, with approval of competent authority for smooth running of contract & issuance of new amended Annual Rate Contract Awards.
47. Public / Government back references may also be submitted as supportive documents.
48. All Purchases will be made as per Government Rules & time to time issued directives / notifications regarding imposition of ban on expenditure on new purchase & in abeyance to other Austerity measures.
49. The prices quoted shall not be more than the Trade Prices as per MRP ( Maximum Retail Price) fixed by the Fedral Government under Drugs Act, 1976/ DRAP Act 2012.
50. The quoting / supplying firm would be responsible for supply of stocks within the period / schedule specified in each subsequent supply order for the best interest of the patients.
51. All Purchases will be made as per Government Rules e.g. Drug Act 1976, DRAP Rules, Medical Devices Rules 2017 and any other rules/ notifications issued from time to time.
52. The firm / firms are required to submit the claimable bill / bills of the supplied stocks after the inspection of the stocks within one week, so that payment may be made well in time during the same financial year. In case of non compliance or any delay in this regard the concerned firm will be held responsible.
53. The Medical Superintendent / Purchase Officer / Pharmacist, has full rights to cancel all the tenders or single tender / or wave off any term & condition without assigning any reason and it cannot be challenged in any court.
54. PPRA Rules 2014 and any other amendments are applicable.
55. Grievance will be delt as per rule 67 of PPRA 2014.
56. All the participating bidders / tenderers are bound to provide page marking / index certificate alongwith the bidding documents, moreover the bidding documents must be in proper binding. In case of non-compliance of above mentioned direction the responsibility of misplacing of any document from the bidding documents will lie on the participating bidder / tenderer. The competent authority will not accept any excuse in this regard.
57. The participating bidders / tenderers must ensure they are submitting their bidding documents complete in all respects. The competent authority will not receive / accept any supporting document after the opening of the technical proposals.
58. The materials supplied by the firms for Model Pharmacy-Sehat Sahulat Card System should be packed in commercial packing with the stamp printed or written with the label "Model Pharmacy". The labels must be laser printed/ sticker with black inedible ink on items to be supplied. The supplies for the Model Pharmacy-Sehat Sahulat will be exempted from green packing and stamp of Government Property Not for Sale.

**BIDDER'S SIGNATURE AND SEAL**

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

Designation: \_\_\_\_\_

CNIC No. \_\_\_\_\_

INCOME TAX NO. \_\_\_\_\_

SALE TAX NO. \_\_\_\_\_

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

STOCKS: \_\_\_\_\_

NOTE: The Terms and Conditions are for all Stocks, and applicable as the case may be.

**MEDICAL SUPERINTENDENT / PURCHASE OFFICER / PHARMACIST  
FAISALABAD INSTITUTE OF CARDIOLOGY FAISALABAD**



## TENDERS 2022-2023

### TERMS & CONDITIONS OF CONTRACT FOR THE PURCHASE OF MEDICINES / DRUGS / CARDIAC SURGICAL / GENERAL SURGICAL / CATH LAB DISPOSABLE ITEMS FOR THE YEAR 2022-2023.

Price of purchase of tender documents Rs. 2000/- (Non-refundable).

Tenders are invited from the manufacturers/ importers /foreign Principals or their sole agents, duly registered with the Health / Income Tax / Sales Tax Department of the Government (Federal/Provincial) on the conditions laid down in **P.P.R.A. Rules 2014**. The manufacturer/ importer/ foreign principal can participate in the tender through their distributors/sole agents. The stocks / items will be purchased as per list enclosed.

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

2. **Validity Period:** The tender will be valid for the Financial Year 2022-2023 from the date of opening of the tender till the expiry of total tender period.

### 3. **KNOCK OUT CLAUSES (COMPULSORY PARAMETERS)**

**Note:**

- Any offer not received as per terms & conditions of the tender is liable to be ignored.
- Every participating firm will be allowed to quote only a single brand for each advertised tender item to ensure healthy competition among the bidders.
- No offer of a firm / individual shall be considered if:-
  - i. Offer of tender is hand written
  - ii. Drug manufacturing / sales license. I- Valid drug Manufacturing license issued by DRAP (formerly known as MOH) II- Valid drug sales license for importers / distributors.
  - iii. Drug registration Certificate (D.R.C). Valid drug registration certificate issued by DRAP (formerly known as MOH).
  - iv. Undertaking regarding non declaration of spurious / Adulterated batch by the DTLs of the Punjab / any competent lab of quoted item within last one year. (undertaking of judicial paper)
  - v. Samples submission for each quoted item is mandatory. All participating firms are bound to provide **06 samples** for Technical Evaluation of quoted items within **Three (03)** days from the date of opening of Technical Proposals. In case of non-submission of samples within the time period mentioned above, the quoted items of the firm will be automatically technically knocked out / rejected. (specification quoted in the technical offer will be verified from samples provided).
  - vi. Good manufacturing practices (GMP) Certificate (valid good manufacturing practices (GMP) certificate issued by Drug Regulatory Authority Pakistan (DRAP).
  - vii. Tender Form not purchased from the Principal/Head of Institutions
  - viii. Received without bid security being a part of Financial Proposal.
  - ix. Received after the date and time fixed for tender.
  - x. The tender is unsigned & is not in two sealed envelopes marked as:-  
**TECHNICAL PROPOSAL & FINANCIAL PROPOSAL**
  - xi. The offer is ambiguous / tempered
  - xii. The offer is conditional.
  - xiii. Offer is from a firm which is black listed, suspended, remained guilty of misconduct or involved in unnecessary litigation with any Government Department / autonomous institutions & corporations etc.
  - xiv. The offer is received by telegram/fax/e-mail.
  - xv. The offer/bid is technically rejected by T.A.C. on any ground.
  - xvi. The offer of a product having less than one year market experience, (in case of drugs / medicines the market experience of at least one year as a registered drug).
  - xvii. Income Tax / Sales Tax registration certificate (Attested copy).
  - xviii. **Below 50% execution of contract during last financial year.**

4. Original documents have to be produced at the time of tender opening.

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5. In case the contractor fails to execute the contract agreement strictly in accordance with the terms and conditions laid down in the PPRA rules / contract within stipulated period, the earnest money, deposited by the firm will be forfeited and the bid will be rejected. The competent authority may consider the bid of next tenderer for acceptance in respect of that stocks after negotiation.

6. **Penalties / Liquidated Damages**

(i) Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the schedule of requirement, the contract to the extent of non-delivered portion of supplies shall stand cancelled.

(ii) After the cancellation of the contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.

(iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of performance Guaranty/Security shall be forfeited to the Government account and the firm shall be blacklisted maximum for **three** years for future participation.

(iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase order.

(v) In case of late delivery of goods beyond the periods specified in the schedule of requirements and after issuance of subsequent purchase order by the consignee, **a penalty of @ 0.067% per day of the cost of late delivered supply shall be imposed upon the supplier.** Maximum limit of Late Delivery Charges is 10% after which contract will be cancelled with all legal and codal formalities after expiry of prescribed delivery period the Procuring Agency may proceed for risk purchases (at the risk & cost of defaulter) to ensure the un-interrupted healthcare services to the patients.

The Principal/Head of Institutions reserves the rights to cancel contract agreement and allow further negotiations with the next lowest bidder (2<sup>nd</sup>) for the purchase of stock or from local market on risk and cost basis and the difference of price will be recovered from the Performance guarantee or from any other his pending claims / bills with the institution without any further notice. (where / if applicable)

7. **BID SECURITY:**

- i. The bidders are required to furnish bid security of 2% of total bid value, which should be enclosed in sealed envelop of "**Financial Proposal**".
- ii. The bid security / earnest money shall be in Pakistan rupees in the form of deposit –at-call receipt (CDR) in favour of Medical Superintendent / Purchase Officer / Pharmacist, Faisalabad Institute of Cardiology Faisalabad from a scheduled bank.
- iii. Bid security of the un-successful bidders will be returned as prompt as possible after completing necessary formalities.
- iv. The bid security will be liable to be forfeited in the following circumstances.
  - a. Bidder withdraws its bid during the bid validity period as specified in the bidding document.
  - b. A successful bidder, to whom acceptance of bid conveyed, fails to sign the contract, or does not furnish the requisite performance guarantee.
  - c. The competent authority may consider the bid of next tenderer for acceptance in respect of that stocks after negotiation (if necessary).
- v. The bid security of successful bidders can be adjusted to their performance guaranty after acceptance of their bids.
- vi. **The bidders have to furnish fresh bid security & the bid security related to previous tenders will not be entertained.**

8. The tenderer will certify that the quoted prices are not more than the prices charged from any other Government Department / corporations and autonomous institutions etc in the province & in case of any discrepancy, the tenderer will refund the excess price charged.

9. The Tenderer should be required to submit his quotations on prescribed tender form purchased from purchase cell receipt of which will be attached with tender document.

10. Tenders should be addressed to the Medical Superintendent Faisalabad Institute of Cardiology Faisalabad.

11. In case supply is not according to specification or declared sub-standard, spurious, adulterated, misbranded etc by the physical verification committee or DTL, the firm is bound to replace the whole stock with fresh stock at his own expenses. An undertaking on judicial paper of Rs. 50/- duly attested by Oath Commissioner will be given in this regard as per specifications laid down in PPRA rules. (Annex-4)

12. Firms are bound to provide additional drugs as samples **free of cost** of each batch to the extent required for D.T.L/ otherwise the cost will be deducted from their bill. All sterile products are also included in this section. Testing charges of the samples will be born by the tenderer/contractor irrespective of the result of the sample.

13. The bids should be submitted on the basis of standard packing approved by Ministry of Health, Islamabad.

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

**17. DELIVERY SCHEDULE:**

The delivery Schedule is mentioned against each tender item. **However, Bill of quantities to be purchased can be changed upto 15% as per requirement of the institution/ components. The delivery period, will be 45 days of issuance of supply order and / or 15 days of the start of quarter concerned i.e. 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> quarter, as the case may be. However, the supplier may indicate its own delivery period earliest by which it will supply the goods.**

18. In case of equal rates, contract can be awarded to all, holding equivalent prices simultaneously.
19. The contractor will provide the copy of computerized National Tax Number (NTN) / Sales Tax Registration Certificate. All tax deductions will be made according to Government instructions. N.T.N. will also be mentioned on front page of the bid / tender form.

**20. PAYMENT SCHEDULE:**

The payments will be made to the suppliers/contractors in Pak rupees against their invoices within 30 days from the date of completion of supplies of the respective stocks subject to verification / inspection, DTL satisfactory report regarding the quality & quantity of the concerned stocks.

21. In case of any dispute between Hospital Administration and the supplier/ contractor, the decision of Head of the Institutions shall be final and not challengeable in any court of law.
22. Printed price lists of medicines/surgical disposable items of relevant firms will have to be attached with the tender form.
23. Only 1<sup>st</sup> lowest bidders will be called wherever negotiation is considered necessary.
24. Attested photocopies of CNIC of tenderer / representative and other necessary documents related to tender must be attached with the tender.
25. All offered products will be considered individually and contract will be issued after evaluation & standardization on the recommendations of TAC and end-user.

**26. EXPIRY REPLACEMENT:**

The successful bidders / suppliers will be bound to replace the medicines / surgical disposable items/other stocks items, on prior intimation to the supplier before expiry of the product. The replacement will be on free delivery basis at the consignee end.

27. The material should be packed in the manner as instructed by the Government in its rules notifications and circulars issued from time to time. On all medicine items and others where necessary printed validity period and following must be printed or written with indelible ink.

**“GOVERNMENT PROPERTY NOT FOR SALE”**

**28. SHELF LIFE**

The shelf life in case of imported items must not be less than 75% and in case of local items 85% at the time of delivery. However, in case of imported medicines, the stocks may be accepted up to 70% shelf life and in case of locally manufactured / packed drugs up to 80% at the time of supply / delivery subject to 1% penalty charges in the actual shortfall in shelf life below the approved shelf life for either category of medicine at the time of actual delivery supply of stocks. However, in case of Vaccines and other biotechnical products, the stocks with the shelf life up to 70% will be accepted without penalty charges and up to 60% with imposition of penalty charges. No medicines / drugs less than the above prescribed shelf life should be accepted.

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29. The firm will supply the stocks in stocks on free delivery (F.O.R FIC, Faisalabad) basis within the stipulated period at the consignee end.
30. General / special conditions laid down in PPRA rules are also applicable.
31. All the bidders will provide **six samples** of medicine/surgical items for evaluation within 03 days of opening of technical bids. If samples of particular tender item are not submitted, the bid for that particular item will not be considered. The samples will be technically scrutinized / evaluated by the Technical Advisory Committee in consensus with end users.
32. The bidders must submit their bids of best and final prices to avoid un-necessary negotiation. No bidder shall be allow to alter or modify his bid after the bids have been opened. However the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.
33. The tenderer is required to submit the documents as per check list provided with bidding documents.
34. All prices quoted by the bidders shall be considered inclusive of all prevailing Government taxes / duties etc. However, the supplier are bound to pay Government Taxes (Income Tax, Stamp duty etc.) as imposed by the Government time to time. As per instructions issued by Health Department, Government of the Punjab vide letter No. IAW/HD/8-21/77(PG) dated 01.01.2014 all successful bidders / contractors will pay the stamp duty 25paise for every one hundred rupees or part thereof of amount of the contract on the procurement of stocks and materials. The stamp duty will be collected by the Medical Superintendents of the concerned hospitals as per quantity purchased.  
All Taxes shall implemented during financial year which will be imposed by the government time to time and firm will be bound to pay it.
35. The bidder shall submit an affidavit on judicial paper worth Rs. 100/- that the firm is not black listed on any ground by any Government (Federal / Provincial / District, a local body or a public sector organization) & the bidder is not involved in any legal issues with any institute or this institute. The bidder shall be debarred from bid on account of submission of false document if pointed out at any stage.
36. The bidder shall provide a list of plant, machinery / equipment installed in the factory with details of manpower skills. In case of imported drugs / medicines, the profile / credentials of the foreign manufacturers in the respective foreign country, shall also be provided.
37. All the successful bidders are bound to supply the items awarded to them to all components of this institution.
38. The availability of the quoted items in the market must be one year or more.
39. All Purchases will be made as per Government Rules e.g. Drug Act 1976, DRAP Rules, Medical Devices Rules 2017 and any other rules/ notifications issued from time to time.
40. As per directions of the Ministry of Health Govt. of Pakistan vide notification No. 10905/2010-DCA (DDG) dated 16-11-2010 only those manufacturers / firms will be eligible to quote the rates for disposable syringe, disposable set for collection or transfusion of blood or giving any infusion, cannula, auto disposable syringe and butterfly needle, who have got these products registered as medicine from Ministry of Health Islamabad or registered as Medical Devices from DRAP Pakistan.
41. All the participating bidders / tenderers are bound to provide page marking / index certificate alongwith the bidding documents, moreover the bidding documents must be in proper binding. Incase of non-compliance of above mentioned direction the responsibility of misplacing of any document from the bidding documents will lie on the participating bidder / tenderer. The competent authority will not accept any excuse in this regard.
42. The participating bidders / tenderers must ensure they are submitting their bidding documents complete in all respects. The competent authority will not receive / accept any supporting document after the opening of the technical proposals.
43. The offers submitted for Main Medicine Stocks will also be valid for purchases of Model Pharmacy and also for Health Welfare Committee (Zakat Fund) of this institute.
44. Firm are bound to provide supply to model pharmacy as per schedule mentioned in supply order.
45. All the samples of quoted products must be submitted at the time of tender.
46. The unjustified rates charged in excess / exorbitant rates than any other Govt. Institute, Autonomous Institute and central purchasing with the Govt. of the Punjab / open market with same specification / package and by the same firm detected any time, the overcharge amount will be recovered from the contractor.
47. The prices quoted shall not be more than the Trade Prices as per MRP ( Maximum Retail Price) fixed by the Fedral Government under Drugs Act, 1976/ DRAP Act 2012.

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48. The Technical Evaluation of the bids and quoted products of concerned firms will be done at the same time. If the bids of any firm will be technically rejected, the products of that firm will be entertained only in case of responsiveness of their bids in grievance. Otherwise, in case of non-responsive of their bids, the financial offer of these companies/firms will not be opened.
49. During technical evaluation of surgical disposables, the firms which already have been applied in the DRAP for the registration of medical devices will also be entertained/considered as well as registered items for better competition, as per S.R.O.526(I)/2021 dated 30 April 2021.
50. During technical evaluation of disposables, which was already fallen in the drug/medicine category under drug act 1976 but after medical devices rules 2017, they fall in medical devices. Firms which applied for medical devices registration within validity will be considered as well better competition.
51. The procuring agency can demand provision of original documents from firms at any time during technical evaluation or after that so. All documents should be attested from notarized bodies (where applicable).
52. As per direction of Govt. of Punjab SHC & ME Department vide letter no. SO (DCP) H/9-2/2020 dated 18<sup>th</sup> March 2021,
- If drug testing is failed due to Misbranding, 25% penalty of all contract amounts will be deducted and action will be taken against the firm.
  - Risk purchase of the same item declared as Misbranded will be implemented.

Process of black listing of the companies who caused this inconvenience and provided misbranded medicine will be initiated by the concerned procuring agencies under the administrative control of SHC & ME Department and Provincial Quality Control Board will also take strict action under rules instead of issuing simple warning.

53. The successful contractor will be bound for size replacement of disposable items (where applicable) as per consumption and need for the whole tender.
54. All Supplies will comply with the provision of Drugs Act, 1976/ DRAP Act 2012 and rules framed there under.
55. The materials supplied by the firms for Model Pharmacy-Sehat Sahulat Card System should be packed in commercial packing with the stamp printed or written with the label "Model Pharmacy". The labels must be laser printed/ sticker with black inedible ink on items to be supplied. The supplies for the Model Pharmacy-Sehat Sahulat will be exempted from green packing and stamp of Government Property Not for Sale.

**The Medical Superintendent / Purchase Officer / Pharmacist, has full rights to cancel all the tenders or single tender / or wave off any term & condition without assigning any reason and it cannot be challenged in any court of law at any forum.**

**BIDDER'S SIGNATURE AND SEAL**

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

Designation: \_\_\_\_\_

CNIC No. \_\_\_\_\_

INCOME TAX NO. \_\_\_\_\_

SALE TAX NO. \_\_\_\_\_

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

Firm / Distributor Name (Sign & Stamp): \_\_\_\_\_

**MEDICAL SUPERINTENDENT/PURCHASE OFFICER/PHARMACIST  
FAISALABAD INSTITUTE OF CARDIOLOGY FAISALABAD.**

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**GUIDELINES FOR THE EVALUATION OF SAMPLES OF DRUGS REGISTERED AS NOW MEDICAL DEVICES  
TO BE SENT FOR DTL ANALYSIS SUPPLIED IN MAIN MEDICINE STORE, F.I.C, FAISALABAD (VIDE  
LETTERNO. PQCB/PRW-G-01/2019)**

As per guidelines issued by the PQCB, the medical devices to be supplied in FIC, Faisalabad shall comply with the following parameters positively.

Sr. No.	Parameter	Comply / Not Comply
<u>1.</u> a)	The registered name of the drug.	
b)	International non-proprietary name or Pharmacopeia name or any other name approved by the Registration Board (immediately following the registered name).	
c)	Name of manufacturer.	
d)	Address of manufacturer.	
e)	Drug Manufacturing License Number.	
f)	Drug Registration Number.	
g)	Manufacturing Date.	
h)	Date of expiry.	
i)	Batch Number.	
j)	"Government Supply" (in red ink in both English & Urdu).	
k)	"Not for Sale" (in red ink in both English & Urdu).	
l)	Logo of Punjab Government.	
m)	Urdu version of; name of drug, dosage and instructions.	
n)	Maximum retail price (MRP).	
o)	International non-proprietary name, Pharmacopeia name, Generic name or Chemical name of each active ingredient with weight and measures in metric system or number of units of activity.	
p)	Manufacturing specifications e.g. B.P specs / U.S.P specs / Manufacturer's specs.	
q)	Bar code.	
r)	The labels and packing of Government supply shall be in "Pakistan Green" color, which may be referred to the green color as the flag of Pakistan with a little variation of shade.	
<u>2.</u> a)	The nominal capacity.	
b)	Type of nozzle (integrated needle, non-integrated needle, fixed needle, slip tip needle, luer lock needle.	
c)	Needle size and dimensions.	
d)	"Sterile".	
e)	"For Single Use Only".	
f)	Auto disable symbol in case of auto disable syringes.	
g)	A warning "Do not use if blister is punctured or not intact".	
h)	Information for handling, storage and disposal of syringe on secondary container.	
i)	Type of syringe in case of insulin syringe.	
j)	Units of activity e.g., U-40 or U-100 in case of insulin syringe.	
<u>3.</u>	The disposable syringe should be packed in blister packing not in polyethylene packing.	
<b>Accepted /Rejected</b>		

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**GUIDELINES FOR THE EVALUATION OF SAMPLES OF DRUGS/MEDICINE TO BE SUPPLIED IN MAIN MEDICINE STORE, F.I.C, FAISALABAD (VIDE LETTERNO. PQCB/PRW-G-01/2019)**

As per guidelines issued by the PQCB, the medicines to be supplied in FIC, Faisalabad shall comply with the following parameters positively.

Sr. No.	Parameter	Comply / Not Comply
<u>1.</u> <u>i)</u>	The registered name of the drug.	
<u>ii)</u>	International non-proprietary name or Pharmacopeia name or any other name approved by the Registration Board (immediately following the registered name).	
<u>iii)</u>	Name of manufacturer.	
<u>iv)</u>	Address of manufacturer.	
<u>v)</u>	Drug Manufacturing License Number.	
<u>vi)</u>	Drug Registration Number.	
<u>vii)</u>	Manufacturing Date.	
<u>viii)</u>	Date of expiry.	
<u>ix)</u>	Batch Number.	
<u>x)</u>	"Government Supply" (in red ink in both English & Urdu).	
<u>xi)</u>	"Not for Sale" (in red ink in both English & Urdu).	
<u>xii)</u>	Logo of Punjab Government.	
<u>xiii)</u>	Urdu version of; name of drug, dosage and instructions.	
<u>xiv)</u>	Maximum retail price (MRP).	
<u>xv)</u>	International non-proprietary name, Pharmacopeia name, Generic name or Chemical name of each active ingredient with weight and measures in metric system or number of units of activity.	
<u>xvi)</u>	Manufacturing specifications e.g. B.P specs / U.S.P specs / Manufacturer's specs.	
<u>xvii)</u>	Bar code.	
<u>xviii)</u>	The labels and packing of Government supply shall be in "Pakistan Green" color, which may be referred to the green color as the flag of Pakistan with a little variation of shade.	
<u>2.</u>	If the product is meant for internal use, then along with the requirements mentioned in point iii, following particulars should also be checked as specified in the Rule 4 of Drugs (Labeling & Packaging) Rules 1986.	
<u>a)</u>	If it contains substance specified in the schedule, the word " To be sold on prescription of a registered medical practitioner".	
<u>b)</u>	If it contains not less than 3% of alcohol by volume, a statement giving the quantity of alcohol in terms of average percentage by volume of absolute alcohol in the finished product e.g, 4% per 10ml.	
<u>3.</u>	If the product is meant for external use then along with the requirements mentioned in point iii, following particulars should also be checked as specified in Rule 5 of Drugs (Labeling & Packaging) Rules 1986:	
<u>a)</u>	The words "for external use only".	
<u>b)</u>	If drug contains substance specified in the schedule, the words "Poison; for external use only".	
<b>Accepted /Rejected</b>		

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**GUIDELINES FOR THE EVALUATION OF SAMPLES OF DRUGS REGISTERED AS NOW MEDICAL DEVICES  
TO BE SUPPLIED IN MAIN MEDICINE STORE, F.I.C, FAISALABAD (VIDE LETTERNO. POCB/PRW-G-  
01/2019)**

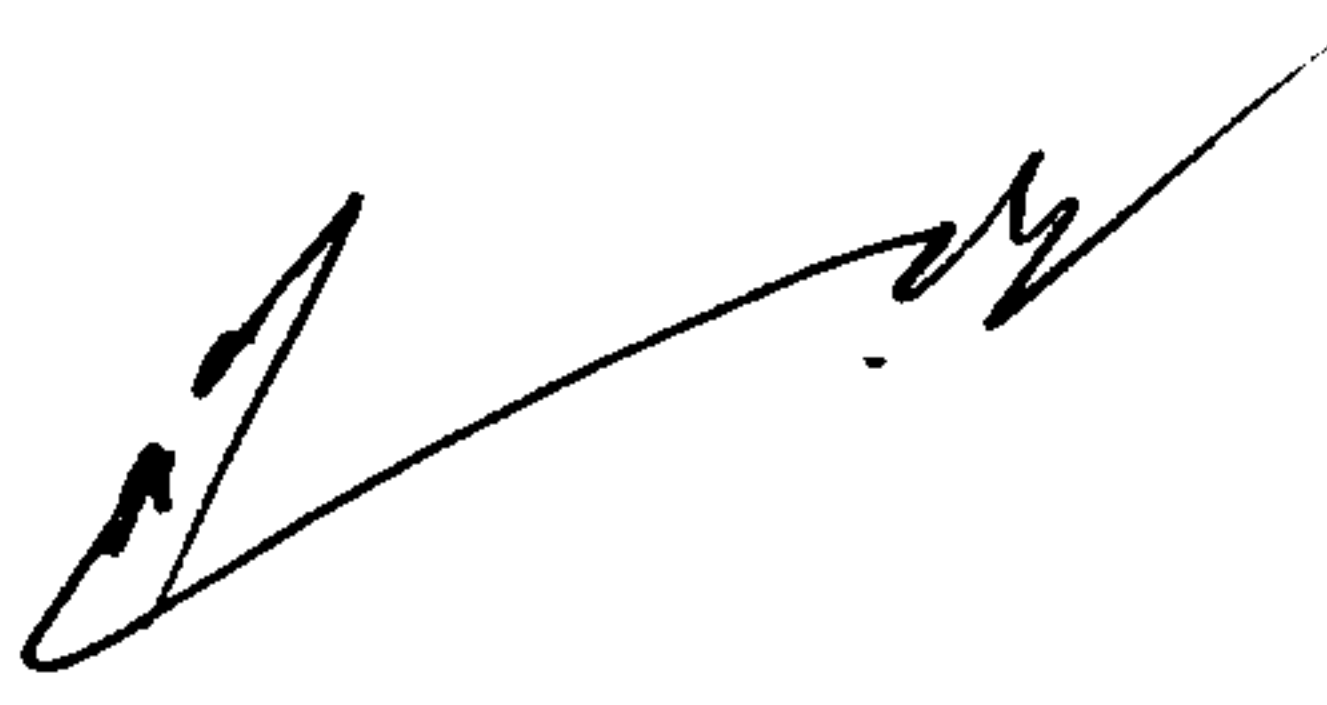
Name of Drug.....

Brand Name.....

Manufactured By.....

Supplied by.....

Sr. No.	Parameter	Comply / Not Comply
i)	<p>The parameters that are to be checked as required under Section 3(s) of the Drugs Act, 1976 and labeling parameters as per the Labeling &amp; Packing Rules, 1986 are stated below:-</p> <ul style="list-style-type: none"> <li>a) The registered name of the drug.</li> <li>b) International non-proprietary name or Pharmacopeia name or any other name approved by the Registration Board (immediately following registered name).</li> <li>c) Name of manufacturer.</li> <li>d) Address of manufacturer.</li> <li>e) Drug Manufacturing License Number.</li> <li>f) Drug Registration Number.</li> <li>g) Manufacturing Date.</li> <li>h) Date of Expiry.</li> <li>i) Batch Number.</li> <li>j) "Government Supply" (in red ink in both English &amp; Urdu).</li> <li>k) "Not for sale" (in red ink in both English &amp; Urdu).</li> <li>l) Logo of Punjab Government.</li> <li>m) Urdu version of; name of drug, dosage and instructions.</li> <li>n) Maximum retail price (MRP).</li> <li>o) International non-proprietary name, Pharmacopeia name, Generic name or Chemical name of each active ingredient with weight and measures in metric system or number of units of activity.</li> <li>p) Manufacturing specifications e.g. B.P specs/U.S.P specs/Manufacturer's specs.</li> <li>q) Bar code.</li> <li>r) The labels and packing of Government Supply shall be in "Pakistan Green" color, which may be referred to the green color as the flag of Pakistan with a little variation of shade.</li> </ul>	
ii)	<p>Label of medical devices, in addition to the particulars mentioned in point iii, shall also bear the following particulars:</p> <ul style="list-style-type: none"> <li>a) The nominal.</li> <li>b) Type of nozzle (integrated needle, non-integrated needle, fixed needle, slip tip needle, luer lock needle.</li> <li>c) Needle size and dimensions.</li> <li>d) "Sterile".</li> <li>e) "For Single Use Only".</li> <li>f) Auto disable symbol in case of auto disable syringes.</li> <li>g) A warning "Do not use if blister is punctured or not intact".</li> <li>h) Information for handling, storage and disposal of syringe on secondary container.</li> <li>i) Type of syringe in case of insulin syringe.</li> <li>j) Units of activity e.g., U-40 or U-100 in case of insulin syringe.</li> </ul>	
iii)	disposable syringe should be packed in blister packing not in polyethylene packing.	
<b>Accepted /Rejected</b>		



**MEDICAL SUPERINTENDENT/PURCHASE OFFICER/PHARMACIST  
FAISALABAD INSTITUTE OF CARDIOLOGY FAISALABAD.**

