




Emergency Procurement with reference to Letter No. SO(P-III)1-4/2020 dated 25-03-2020**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 stores 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) | | |
| 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
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"/> |



Emergency Procurement with reference to Letter No. SO(P-III)1-4/2020 dated 25-03-2020

BID PAPERS (CHECK LIST)

FINANCIAL PROPOSAL

1. Financial Proposal (Price Schedule, on letter head of the firm) Yes No
2. Bid Security (CDR) 2% of Total price (offered) Yes No

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



PAGE MARKING / INDEX CERTIFICATE

I Mr. / Miss / Mrs. _____

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

That the bidding documents submitted for tender of _____

contains total pages _____.

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

Name of authorized person _____

Designation _____

C.N.I.C. No. _____

Mailing Address _____

Contact No. (land line) _____

Contact No. (Mobile) _____

E-mail Address _____

Signature

Stamp (Firm)

Dated

A C H S

BID EVALUATION CRITERIA**EMERGENCY PROCUREMENT (COVID-19) 2019-2020**

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	

MERIT POINT SYSTEM

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

Parameters	Documents required
Drug manufacturing / Sale License (Only for Drug Medicine)	<ul style="list-style-type: none"> ➤ Valid Drug Manufacturing License issued by DRAP (Formerly known as MOH) for manufacturers ➤ Valid Drug sale License for manufacturers / importers / Distributors
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.
Good Manufacturing Practices (GMP) Certificate. (where applicable)	Valid Good Manufacturing Practices (GMP) Certificate issued by the Drug Regulatory Authority Pakistan (DRAP).
i. Tax registration certificate ii. Statement worth (1 million)	Attested copies of certificates

SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENT REQUIRED
1.	<p>Overall past performance of the firm/company (NOT MANDATORY BUT PREFERABLE)</p> <p>A. Faisalabad Institute of Cardiology Faisalabad</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. Other Punjab Govt. Institutions/ Private Institution</p> <p>No past experience with this institution but has experience with other Punjab Govt. Institutions/ Private Institution 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). 05 points -- each certificate maximum = 20 points</p>	<p>25</p>	(As ascertained by TAC)
2.	<p>Local Market Business</p> <p>i) Less than one year (05) ii) up to 2 years (08) ii) up to 5 years (10) iii) up to 9 years (12) iv) More than 9 years (15)</p>	<p>15</p>	
Total Points		Total Points = 40	Qualifying points 13

NOTE: i) Only those firms / companies will be eligible for product evaluation by TAC, 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 TAC / Purchase Officer / Pharmacist
Faisalabad Institute of Cardiology Faisalabad

PRODUCT EVALUATION CRITERIA
EMERGENCY PROCUREMENT (COVID-19) 2019-2020
MERIT POINT SYSTEM

TECHNICAL EVALUATION OF PRODUCTS

(Drugs Medicines / Surgical Disposable Items (Registered as Drug))

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)	
Market Experience of the quoted product	Evidence based documents be attached	
Authorized agency agreement (for sole agents / distributor)	Valid agency agreement / Authority Letter 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.	

SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENTS / ITEMS REQUIRED
1.	Physical Report (As Ascertained by TAC) i. Complies with official books (BP/USP etc) <u>complies with manufacturer's specifications</u> ii. Quality of printing (Label, outer carton, leaflet etc.) iii. Quality of packing / packaging & labeling material etc.	15 (05) (03) (04) (06)	i) Fresh samples from most recent batch of the relevant item.
2.	Product's past experience (NOT MANDATORY BUT PREFERABLE) i) very good ii) good iii) satisfactory iv) No past experience with this institution but the product has experience with other Punjab Govt. Institutions / Private Institution & also provided satisfactory performance report (regarding efficacy of the product) from the Head of those Punjab Govt. Institutions / Private Institution (competent authority). v) No past experience with this institution but the product has experience with other Punjab Govt. Institutions / Private Institution & 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. Institutions (competent authority). vi) Procuring agency has evidence of poor quality of the product and/or product contravenes to Drugs Act 1976 / DRAP Act. (Technically rejected) vii) No past experience with this institution / Private Institution but end user is satisfied with product quality.	20 (20) (16) (12) 10 points = each certificate Maximum = 20 points 05 points = each certificate Maximum = 20 points (00) (20)	As ascertained by TAC in consensus with end users
3.	Production Capacity (Per day production capacity of relevant product against the total advertised quantity) i. Less than 10% ii. 11% to 15% iii. 16% to 25% iv. 25% and above	10 (03) (06) (08) (10)	Attested copies of relevant documents. (Detail of plant and machinery installed is mandatory, alongwith production capacity of each machine).
4.	Experience of the product in the market i) Less than one Year ii) 1-3 years experience iii) 4-8 years experience iv) 9-15 years (& above) experience	05 (2.5) (03) (04) (05)	i) Attested copies of relevant documents
		Total points = 50	Qualifying points = 20

- 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 TAC, it will not be considered for opening of Financial Bid even qualified as per yard stick of merit point system.

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

BID EVALUATION CRITERIA**EMERGENCY PROCUREMENT (COVID-19) 2019-2020**

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)

Parameters	Documents required
Undertaking Regarding the firms is not black listed from Health Department at the time of tender bid submission (2018-2019).	Undertaking on Judicial Papers.
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.
i. Tax registration certificate ii. Statement worth (1 million)	Attested copies of certificates

SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENT REQUIRED
1.	Overall past performance of the firm/company (NOT MANDATORY BUT PREFERABLE) A. Faisalabad Institute of Cardiology Faisalabad i) Very good (100% execution of contract during last financial year) ii) Good (50% to 99% execution of contract during last financial year) iii) Below (50% execution of contract during last financial year) B. Other Punjab Govt. Institutions/ Private Institution No past experience with this institution but has experience with other Punjab Govt. Institutions/ Private Institution 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).	25 (25) (15) (0) 05 points = each certificate maximum = 20 points	(As ascertained by TAC)
2.	Local Market Business i) Less than one year ii) up to 2 years ii) up to 5 years iii) up to 9 years iv) More than 9 years	15 (05) (08) (10) (12) (15)	
Total Points		Total Points = 40	Qualifying points 13

NOTE:

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

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

PRODUCT EVALUATION CRITERIA**EMERGENCY PROCUREMENT (COVID-19) 2019-2020****MERIT POINT SYSTEM****TECHNICAL EVALUATION OF PRODUCTS****(Cardiac Surgical Items)**

Name of firm	
Item No	
Name of item with brand	

Parameters	Documents required	Yes / No
Valid provisional establishment certificate (where applicable)	Attested copies of certificate be provided issued by the competent authority	
Free sale certificate from the country of origin (where applicable)	Attested copies of evidence based documents be attached	
Authorized agency agreement (for sole agents / distributor)	Valid agency agreement / Authority Letter be attached	
i.FDA certificate (where applicable)	Attested copies of evidence based documents be attached	
ii.CE certificate (where applicable)		

SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENTS / ITEMS REQUIRED
1.	Physical Report (As Ascertained by TAC) Surgical/ Disposable Items 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.	15 (05) (03) (04) (06)	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.	Product's past experience (NOT MANDATORY BUT PREFERABLE) i) very good ii) good iii) satisfactory iv) No past experience with this institution but the product has experience with other Punjab Govt. Institutions / Private Institution & also provided satisfactory performance report (regarding efficacy of the product) from the Head of those Punjab Govt. Institutions / Private Institution (competent authority) v) No past experience with this institution but the product has experience with other Punjab Govt. Institutions / Private Institution & 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. Institutions (competent authority) vi) Procuring agency has evidence of poor quality of the product and/or product contravenes to Drugs Act 1976 / DRAP Act. (Technically rejected) vii) No past experience with this institution / Private Institution but end user is satisfied with product quality.	20 (20) (16) (12) 10 points – each certificate Maximum – 20 points 05 points – each certificate Maximum – 20 points (00) (20)	As ascertained by TAC in consensus with end users
3.	Production Capacity (Per day production capacity of relevant product against the total advertised quantity) i. Less than 10% ii. 11% to 15% iii. 16% to 25% iv. 25% and above	10 (03) (06) (08) (10)	
4.	Experience of the product in the market ii) Less than one Year iv) 1-3 years experience ii) 4-8 years experience iii) 9-15 years (& above) experience	05 (2.5) (03) (04) (05)	i) Attested copies of relevant documents
		Total points = 50	Qualifying points = 20

- 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 TAC, it will not be considered for opening of Financial Bid even qualified as per yard stick of merit point system.

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

AUTHORITY LETTER

We M/S _____ do hereby authorize Mr./Miss/ Mrs. _____ to attend the meetings, negotiate on prices, receive letters & bid securities (for tenders 2019-2020 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.

[Handwritten signature]

INVITATION TO BIDS

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

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

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

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

BID SECURITY:

- The bidders are required to furnish a bid security of 2% of total bid value. Which should be enclosed in sealed envelop of "Financial Proposal".
- 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, Faisalabad Institute of Cardiology Faisalabad from a scheduled bank.
- A bid not accompanied by valid bid security or earnest money will be rejected.
- Bid security of the un-successful bidders will be discharged or returned as prompt as possible after completing necessary formalities.
- The bid security / earnest money will be liable to forfeiture in the following circumstances.
 - If a participating bidder withdraws its bid during the bid validity period as specified in the bidding document.
 - If a successful bidder, to whom acceptance of bid conveyed, fails to sign the contract, or does not furnish the requisite performance guarantee.
 - The competent authority may consider the bid of next tenderer for acceptance in respect of that stores after negotiation (if necessary).
- The Bid security of successful bidders can be adjusted to their performance guaranty after acceptance of their bid.
- 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.

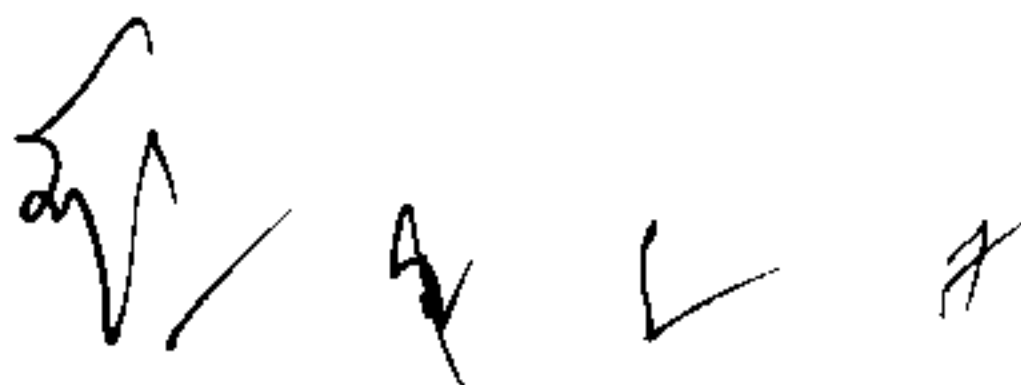
9. The Purchaser reserves the right of accepting a bid in accordance with his evaluation criteria. Bill of quantities to be purchased can be changed upto 15% as per requirement of the institution/ components.

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 stores 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 signature and initials in black ink, consisting of a stylized signature followed by the initials 'A L A'.

BID PROFORMA

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

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

1. Any offer not received as per terms and conditions of the invitation to bid/tender enquiry is liable to ignore.
2. **Submission of bids:-** Bids will be submitted in sealed package (Single stage - two envelopes method) the sealed package will contain two sealed envelopes. One envelope will bear "TECHNICAL PROPOSAL" and the 2nd bear "FINANCIAL PROPOSAL", Bids must be submitted in double cover. The outer envelope will bear name of the Purchaser, tender number and date of opening but not the name of the firm, which must appear on the inner envelope only. All envelopes must be sealed properly. All Technical Proposals will be opened by the Tender Opening Committee on the schedule time, place & date. The Financial Proposals will be opened by Tender Opening Committee of responsive / technically successful bidders later. on schedule time place & date. **Non-responsive / technically rejected financial proposals will not be announced and will be returned back to the respective firms.**
3. **Validity Period:** The tender is valid for the financial year 2019-2020 from the date of opening of the tender till the expiry of total tender period. (Till 30.06.2020)
4. The validity of the received offers will be for 90 days after opening of Technical Bid.
5. The Purchaser reserves the right to purchase the stores, goods, or services in full or in part regardless of the notice of invitation and may also ignore or scrap or cancel the tender at any stage of the bidding without assigning any reason.
6. (a) If the provisional acceptance of bid issued during the validity period of the offer is not accepted by the bidder, the bid security deposited by him shall be forfeited and the stores may be purchased at his risk and expense.
(b) If a bidder withdraws or amends or revises its bid at any time during the validity period, the bid security would be liable to forfeiture.
7. In case, the contractor/supplier fails to execute the contract strictly in accordance with the terms and conditions as laid down in the contract, the Performance Guarantee deposited by him would be forfeited and the store may be purchased at his risk and expense.
8. The Purchaser reserves the right to claim compensation for the loss caused by the delay in the delivery of the goods and services.
9. **The firm will supply the stocks in stores on free delivery (F.I.C, Faisalabad) basis within the stipulated period (7 Days) at the consignee end.**
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 proforma 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.

15. The tenderer is required to submit following documents:-
- A. Bid Proforma 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
 - H. Sole Agent authority letter
 - I. Drug sales License (valid) / Manufacturing License (valid) where applicable
 - J. Manufacturer's authorization form
 - 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 favour of the Purchaser within the period specified in Advance Acceptance of the Tender. Failure to deposit the performance guarantee may result in cancellation of contract and forfeiture of the earnest money and procurement of the stores 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, stores or services must indicate the name and address of the works in the country where they will manufacture or produce the goods they intend to supply.

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

"This is to certify that M/s. _____ have obtained a quotation from us against invitation to Tender No. _____ issued by the 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 stores strictly in accordance with the specification laid down in the said Invitation to Bids".

DELIVERY SCHEDULE:

19. The firm will supply the stocks in stores on free delivery (F.O.R FIC, Faisalabad) basis within the stipulated period (7 Days) at the consignee end.

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

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 store 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 stores offered by them in support of their bids.

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, incase of incorrect tender item No. the quoted item / offer will be liable to be ignored / rejected.
27. The Stores shall be brand new and shall be supplied at the place of consignment in the original manufacturer packing. (except medicine items, where green packing is required).
28. In case of imported stores. import documents shall be shown at the time of inspection to ensure that stores offered for inspection are imported ones, brand new and in original packing of the manufacturer. Bidders must note that non-exhibition of the import documents at the time inspection or on demand later may lead to forfeiture of their security deposits and procurement of the stores at their risk and expense.
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 stores subject to verification inspection report regarding the quality & quantity of the concerned store 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**



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

Bidder's Signature and Seal

Name: _____
 Designation: _____
 CNIC No. _____
 Date: _____

Witnesses:

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

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

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

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:

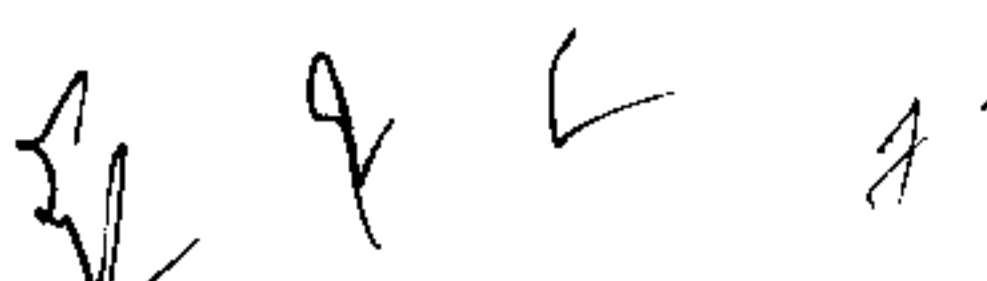
Therefore, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of 2% (*two Percent*) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums 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 _____



MANUFACTURER'S AUTHORIZATION FORM

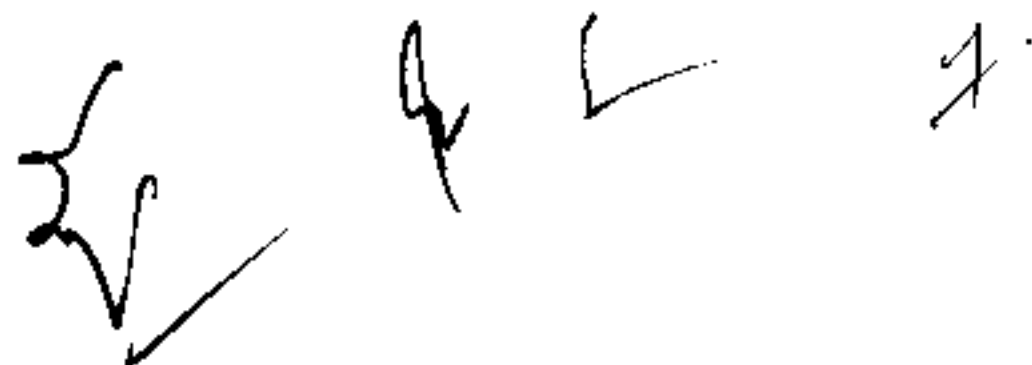
To:

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.

Handwritten signature and initials in black ink, consisting of a large stylized signature followed by several smaller initials or marks.

CONTRACT FORM

THIS CONTRACT is made at -----on----- day of----- 2019, 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; and
 - e. Procuring Agency's Award of contract; and
 - f. Purchase Order
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
7. [*The Supplier*] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. [*The Supplier*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
9. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, [*The Supplier*] agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [*The Supplier*] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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

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

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

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

[Handwritten signature]

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 _____ 20 ..

Signature (in the capacity of)

Duly authorized to sign bid for and on behalf of.

Attachment

=====

SPECIMEN FOR TECHNICAL PROPOSAL
MEDICINES / DRUGS / CARDIAC SURGICALS / GENERAL SURGICALS / CATH LAB ITEMS / DISPOSABLE ITEMS
Emergency Procurement with reference to Letter No. SO(P-III)1-4/2020 dated 25-03-2020

Name of bidder/Firm:- _____

Tender Item SR. # (As per tender enquiry)	NAME OF ITEMS	SPECIFICATION	BRAND NAME	MANUFACTURER	COUNTRY OF ORIGIN
22					

[Handwritten signature]

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 initials]

SPECIMEN FOR FINANCIAL PROPOSAL

PRICE SCHEDULE (MEDICINES / DRUGS / CARDIAC SURGICALS / GENERAL SURGICALS / CATH LAB ITEMS / DISPOSABLE ITEMS

Emergency Procurement with reference to Letter No. SO(P-III)1-4/2020 dated 25-03-2020

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.





Emergency Procurement with reference to Letter No. SO(P-III)1-4/2020 dated 25-03-2020
OFFICE OF THE MEDICAL SUPERINTENDENT, FAISALABAD INSTITUTE OF CARDIOLOGY, FAISALABAD
TERMS & CONDITIONS OF CONTRACT FOR THE PURCHASE OF CARDIAC SURGICAL ITEMS, CATH LAB ITEMS /
DISPOSABLE ITEMS, GENERAL SURGICAL ITEMS FOR THE FINANCIAL YEAR 2019-2020.

Price of purchase of tender documents Rs. 1000/- (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 stores / items will be purchased as per enclosed list of items / stores. 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 envelop 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 2019-2020 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 that stores.

6. In case of late delivery of goods beyond the periods specified in the supply order penalty @ 2% per month (0.067% per day) of the cost of late delivered supply shall be imposed upon the supplier and deducted from his bills / invoices. However the Principal/Head of Institutions reserves the rights to cancel contract agreement and allow further negotiations with the next lowest bidder (2nd) for the purchase of store 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 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 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 stores 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 firm will supply the stocks in stores on free delivery (F.O.R FIC, Faisalabad) basis within the stipulated period (7 Days) at the consignee end.

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 stores and materials. The stamp duty will be collected by the concerned components as per quantity purchased.

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 stores subject to verification / inspection regarding the quality & quantity of the concerned store 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 1st 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.

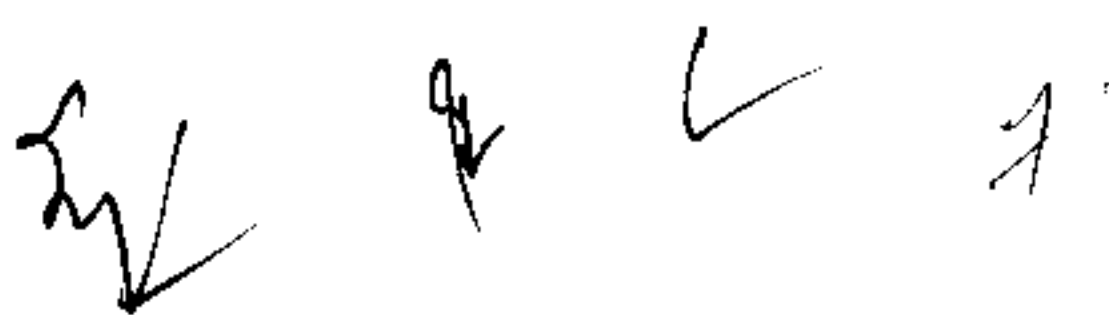
27. EXPIRY REPLACEMENT:

The successful bidders / suppliers will be bound to replace the store 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 can not be challenged in any court of law.
30. The firm will supply the stores on free delivery (F.O.R) basis within the stipulated period (7 Days) 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 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 Proforma and Bid invitation.
 - 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 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 Photocopies)
- G. Dealership certificate / authority letter (Attested Photocopy)
- H. Sole Agent authority letter
- I. Manufacturer’s authorization form
- J. Performance / guaranty form
- K. Drug Sale License / Drug Manufacturing License 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). 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 1st bidder to supply any store item, the 2nd bidder can be considered (if he agreed) to supply that particular store 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.
44. Damage / substandard stores 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 quoting / supplying firm would be responsible for supply of store within the period / schedule specified in each subsequent supply order for the best interest of the patients.
50. The firm / firms are required to submit the claimable bill / bills of the supplied store after the inspection of the store 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.
51. 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.
52. PPRA Rules 2014 are applicable.
53. Grievance will be delt as per rule 67 of PPRA 2014.
54. 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.
55. 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.

BIDDER'S SIGNATURE AND SEAL

Name: _____

Designation: _____

CNIC No. _____

INCOME TAX NO. _____

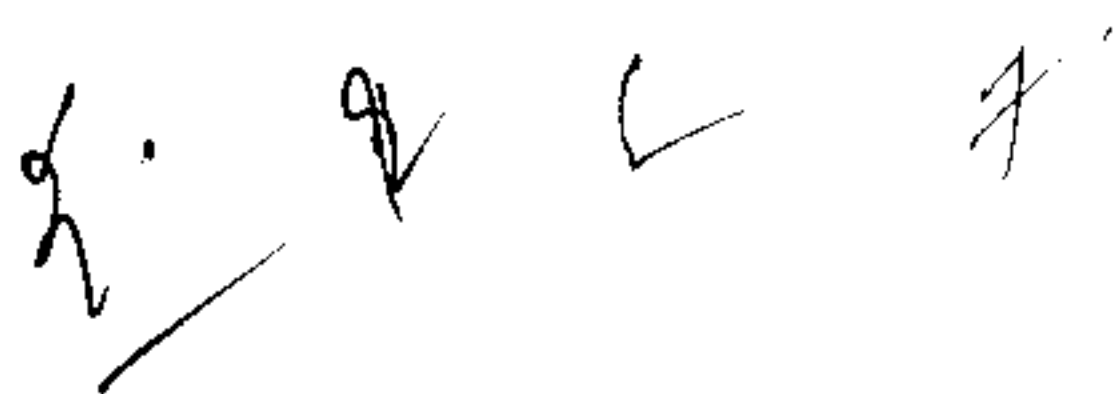
SALE TAX NO. _____

Date: _____

STORE: _____

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

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



Emergency Procurement with reference to Letter No. SO(P-III)1-4/2020 dated 25-03-2020
TERMS & CONDITIONS OF CONTRACT FOR THE PURCHASE OF MEDICINES / DRUGS / CARDIAC
SURGICAL / GENERAL SURGICAL / CATH LAB ITEMS / DISPOSABLE ITEMS REGISTERED AS DRUGS FOR
THE YEAR 2019-2020.

Price of purchase of tender documents Rs. 1000/- (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 stores / items will be purchased as per list enclosed.

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

2. Validity Period: The tender will be valid for the Financial Year 2019-2020 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 DTIs 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 samples for Technical Evaluation of quoted items at the time of submission 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.
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 stores after negotiation.
6. In case of late delivery of goods beyond the periods specified in the supply order penalty @ 2% per month (0.067% per day) of the cost of late delivered supply shall be imposed upon the supplier and deducted from the bills / invoices. However the Chief Purchase Officer reserves the rights to cancel contract agreement and allow further negotiations with the next lowest bidder (2nd) for the purchase of store and the purchaser may purchase from local market on risk and cost basis and the difference of price will be recovered from the bid security or from the pending claims / bills of the firm without any further notice.

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 stores 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.I./ 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.
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 firm will supply the stocks in stores on free delivery (F.O.R FIC, Faisalabad) basis within the stipulated period (7 Days) at the consignee end

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 stores subject to verification / inspection, DTL satisfactory report regarding the quality & quantity of the concerned store.

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 1st 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 store 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 incase of local items 85% at the time of delivery. However, in case of imported medicines, the stores 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 stores. However, incase of Vaccines and other biotechnical products, the stores with the shelf life up to 70% will be accepted without penalty charges and up to 60% with imposition of penalty charges. No medicines / drugs less than the above prescribed shelf life should be accepted.

29. The firm will supply the stocks in stores on free delivery (F.O.R FIC, Faisalabad) basis within the stipulated period (7 Days) at the consignee end.

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

31. All the bidders will provide samples of medicine/surgical items for evaluation at the time 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 stores and materials. The stamp duty will be collected by the Medical Superintendents of the concerned hospitals as per quantity purchased.
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 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 issued form 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, catheter, stent, auto disposable syringe and butterfly needle, who have got these products registered as medicine with Ministry of Health Islamabad.
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. 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.**
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 will be valid for Main Medicine Store.**
44. **Firm are bound to provide supply as per schedule mentioned in supply order.**
45. **All the samples of quoted products must be submitted with the tender.**
- 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.
46. **As per direction of competent authorities vide letter No.SO(P-III)1-4/2020 dated 25-03.2020. The declaration of an emergency in Punjab due to Coronavirus Disease (Covid-19) and further accorded sanction for relaxation of applicable PPRA Rules for Essential Procurements.**
47. **Response time mentioned in PPRA Rules 2014 section 14(2) about the time line will not be implemented in case of emergency procurement.**
48. **Procurement process will be consist of 07 days, in which tender will be opened on the 5th day after the advertisement , technical evaluation will be done in a single day and one day will be given for any grievance under emergency procurement vide letter No.SO(P-III)1-4/2020 dated 25-03.2020.**
49. **without submission of samples, technical offer will not be accepted for that product.**

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.