BIDDING DOCUMENTS

FOR THE PROCUREMENT OF DRUGS/MEDICINES, MEDICAL DEVICES AND NON-DRUG ITEMS (2nd Phase)

(FINANCIAL YEAR 2018-19)

District Health Authority Bhakkar

GOVERNMENT OF THE PUNJAB PRIMARY & SECONDARY HEALTHCARE DEPARTMENT

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BID DATA SHEET

ITB Reference	Description	Detail		
ITB Clause 13	Language of bid	English or Urdu		
ITB Clause 16	Bid currency	Pak Rupees. On free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.		
ITB Clause 20	Bid Security	2% of the estimated cost mentioned against each item.		
ITB Clause 21	Bid validity period	180 Days		
ITB Clause 27	Chief Executive Officer District Health Authority Bhakkar Phone No. 0453-9200136			
ITB Clause 41	The Performance Guarantee: It will be 5% of the Contract Value in the shape of Bank Guarantee from any scheduled bank.			

SECTION 1 Invitation to Bid



District Health Authority BHAKKAR

FRAMEWORK CONTRACT (SECOND PHASE) DRUGS /MEDICINES, NON DRUGS AND MEDICAL DEVICES FOR THE FINANCIAL YEAR 2018-19

TENDER INQUIRY NO. CEO / 02 / DHA-BKR

- 1. District Health Authority Bhakkar invites sealed bids / tenders (Technical & Financial) from Manufacturers / Sole Agents of foreign manufacturers to conclude the Framework Contract for the supply of Medicines / Drugs, Non-Drugs and Medical Devices on free delivery at consignee's end basis.
- 2. Bidders can download the Bidding Documents containing tender's items specifications, quantity, terms & conditions from the websites (dhqbhk.pitb.gov.pk) & (www.ppra.punjab.gov.pk) also until the closing date for the submission of bids. The bidding documents can be collected from the office of Chief Executive Officer District Health Authority Bhakkar on paying fee of PKR 1000/-.
- 3. Bidding shall be conducted through Single Stage Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. The envelopes shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters. The outer envelope shall clearly be marked with Tender Enquiry No. for which the proposal is being submitted.
- 4. Sealed bids are required to be submitted by the Bidders on **26-01-2019 till 1100 am** positively in the Chief Executive Officer District Health Authority Bhakkar. The bids received till stipulated date & time shall be opened on the same day at **12:00 noon** in the presence of the bidders or their authorized representatives who choose to attend. Bids received after above fixed date and time shall not be entertained.
- 5. All bids should be submitted in Tape Binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the Bidding Documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents / form is mandatory.
- 6. In case the date of opening or last date of submission is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of submission and opening of tenders accordingly. The time and venue shall remain the same.
- 7. The firm is required to submit 2% of Estimated Cost as Bid Security along with the bid. Estimated Cost is mentioned in the bidding document against each item.

Note: The Procurement / Bidding Process shall be governed by the Punjab Procurement Rules, 2014. The firm is requested to read the Bidding Document Carefully.

Dr. Muhammad Akbar,
Chief Executive Officer,
District Health Authority Bhakkar
Government of the Punjab
Primary & Secondary Healthcare Department
Focal Person: Mr. Muhammad Imran,
Procurement Officer DHQ Hospital Bhakkar
0333-680-1900, 0345-426-1898

SECTION II Instructions to Bidders

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

1. Scope of Bid

1.1 District Health Authority Bhakkar, invites sealed bids from Pharmaceutical Manufacturers/Sole Agents of Foreign Manufacturers for drugs/ medicines and local manufacturers and sole agents for Non-Drugs and medical devices to conclude the Framework Contract for Procuring Agencies as per quantities and specifications more specifically described in **Section III of the Bidding Documents** Schedule of Requirements & Technical Specifications.

2. Source of Funds

2.1 District Health Authority Bhakkar

3. Eligible Bidders.

- 3.1 This Invitation to Bids is open to all pharmaceutical manufacturers and authorized sole agents of foreign manufacturers (for imported products), for local manufacturers and sole agents of non-drug items/ medical devices in Pakistan during the year 2018-19 for concluding the Contract for supply of Medicine/ Drugs, Non-Drugs and Medical Devices more specifically described in the Section III, Schedule of Requirements & Technical Specifications.
- 3.2 The Sole Agent/Importer must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Section V, Bid Form, to the effect that they are the original Manufacturer of the required specifications of Goods.
- 3.3 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

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

- 4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as "the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:
 - (i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

- (iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;
- 4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.
- 4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 Blacklisting / Debarment process;
 - i. Submission of false fabricated / forged documents for procurement in tender.
 - ii. Not attaining required quality of work.
 - iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
 - iv. Non execution of work as per terms & condition of contract.
 - v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
 - vi. Involvement in any sort of tender fixing.
 - vii. Persistent and intentional violation of important conditions of contract
 - viii. Non-adherence to quality specification despite being importunately pointed out.
 - ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

5. Eligible Goods and Services.

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

6. Cost of Bidding.

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

7. Bidding for Selective Items.

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

THE BIDDING PROCEDURE

8. The Governing Rules.

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

9. Applicable Bidding Procedure.

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

Single Stage: Two Envelope Bidding Procedure

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

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (viii) the lowest evaluated bidder shall be awarded the contract;

THE BIDDING DOCUMENTS

10. Contents of the Bidding Documents

- 10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
- (a) Instructions to Bidders (ITB) (Section-II)
- (b) Schedule of Requirements & Technical Specifications (Section-III)
- (c) Evaluation Criteria (Section-IV)
- (d) Bid Forms (Section-V)
 - i) Letter of Intention
 - ii) Affidavit
 - iii) Technical Forms
 - iv) Financial Forms
- (f) Draft Standard Contract (Section-VI)
 - i. Contract Form
 - ii. General Conditions of the Contract
 - iii. Special Conditions of Contract,
- 10.2 The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.
- 10.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than **Ten (10) days** prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.

- 12.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).
- 12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s)
- 12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

13. Language of Bids.

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

14. Documents comprising the Bids.

- 14.1 The Bid shall comprise of the BID FORMs, UNDERTAKING, TECHNICAL DETAIL OF THE PRODUCT, of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.
- 14.2 The Bidder shall complete the BID FORM and an appropriate PRICE SCHEDULE furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price.

- 15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods, it proposes to supply on free delivery to the consignee end under the Contract.
- 15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.
- 15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.
- 15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage charges till the destination (on free delivery to Consignee's end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.-
- 15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.
- 15.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bid.
- 15.7 While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies.

16.1 Prices shall be quoted in Pak Rupees.

17. Samples.

17.1 The Bidder shall provide samples (qty:2 packs) of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Section III.

18. Documentation on Eligibility of Bidders.

- 18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 18.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

19. Documentation on Eligibility of Goods.

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

20. Bid Security.

20.1 Refer to Bid Data Sheet.

21. Bid Validity.

- 21.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- 21.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

21.3 Bidders who,-

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

- 22.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.
- 22.2 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

SUBMISSION OF BIDS

23. Sealing and Marking of Bids.

- 23.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" (individually sealed envelope for each item in a single main sealed envelope) and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/bids in separate envelopes. The envelopes shall then be sealed in an outer envelope marked with **Bid Reference Number & Tender No.**
- 23.2 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
 - (b) Bid Reference, Tender No, Items/No. indicated in Section III. Schedule of Requirements & Technical Specifications and a statement: "DO NOT OPEN BEFORE," the time and the date specified for opening of Bids.
- 23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".
- 23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids

- 24.1 All bids should be submitted in tape binding. Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet. Bids received later than the time and date specified in the Advertisement/Bid Data Sheet will stand summarily rejected.
- 24.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

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

26. Withdrawal of Bids

- 26.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.
- 26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in initiation of legal action against the firm.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Procuring Agency.

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

- 27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.
- 27.3 All Bidders in attendance shall sign an attendance sheet.
- 27.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Rules-2014.
- 27.5 The Procuring Agency shall have the minutes of the Bid opening (Technical and when applicable Financial) recorded.
- 27.6 No bid shall be rejected at Technical Proposal/Bid opening, except for late bids, which shall be returned unopened to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

28. Clarification of Bids.

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

29. Preliminary Examination.

- 29.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 29.2 In the Financial Bids, the arithmetical errors shall be rectified on the following basis.
- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- 29.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 29.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for Technical Proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 29.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation of Bids.

- 30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.
- 30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents.
- 30.3 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

31. Qualification of Bidder

- 31.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacity may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence.
- 31.2 The procuring Agency may conduct surprise inspection either itself or through third party of bidders, however in case of unsatisfactory compliance condition to the standards, the procuring agency reserves the right to initiate legal proceedings besides disqualification.
- 31.3 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- 31.4 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.
- 31.5 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/production capacity/warehousing system/practices by a team of experts for assessment, if it deems necessary.
- 31.6 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 31.7 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

32. Rejection of Bids

- 32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with Punjab Procurement Rules-2014 (PPR-2014). The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- 32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.
- 32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

33. Re-Bidding

- 33.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014.
- 33.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

34. Announcement of Evaluation Report

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

35. Contacting the Procuring Agency

- 35.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Repot. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.
- 35.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

AWARD OF CONTRACT

36. Acceptance of Bid and Award Criteria

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

37. Procuring Agency's Right

37.1 The Procuring Agency reserves the right at the time of award of Contract to vary the quantity specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPRA 2014.

38. Notification of Award

- 38.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.
- 38.2 The procuring agency will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Security within 7 (Seven) days after receiving of AAT. After receipt of Performance Security, the Procuring agency will sign the Contract.
- 38.3 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

39. Limitation on Negotiations.

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

40. Signing of Contract.

40.1 The Frame Work Contract is to be made on Judicial Paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No.JAW/HD/8-21/77 (PG) dated 1st January, 2014.

41. Performance Guarantee.

- 41.1 Before signing of Frame Work Contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency.
- 41.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.
- 41.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.

42. Price Reasonability.

42.1 The prices quoted shall not be more than the Trade Prices as per MRP (Maximum Retail Price) fixed by the Federal Government under Drugs Act, 1976/DRAP Act, 2012. If the quoted/approved prices found unreasonable at any stage of procurement, the procuring agency reserves the right to deduct the difference/overcharging beside initiation of legal proceedings.

43. Drug Act/ DRAP Compliance.

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

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

Schedule of Requirements

The supplies shall be delivered in accordance with the Contract/Purchase Orders issued by Procuring agency as per following schedule of requirements: -

Respective Consignee's End:

- i. CEO DHA Bhakkar Office
- ii. DHQs
- iii. THQs

Free delivery to Consignee's end (DDP) basis as per Annex-F.

Supply schedule	Delivery of Quantity without Penalty (X)	Grace Period (Y)
Immediately after Receiving of Purchase Order.	45 Days	15 Days
With penalty @0.134% per day.	After Completion of due deliver installment penalty 4% per mo imposed (In order to avail the grace procuring agency in writing. supplier exceeds beyond 60 (4 be imposed from 61st day onward	nth (0.134% per day) shall be period the firm shall request If the delivery period of the 45+15) days, the penalty shall

LIST, TECHNICAL SPECIFICATIONS & QUANTITIES FOR MEDICINES/ DRUGS, NON DRUG ITEMS AND MEDICAL DEVICES (2018-19)

Tender Inquiry No.	Generic Name	Technical Specifications	Quantity	Estimated Unit Rate	Total Estimated Cost

- 1. The bidder shall provide **2** samples of the quoted packs of each quoted item along with its bid.
- 2. Certificate regarding fulfillments of requirements under Bio safety Act. 2005 and the rules framed there under must be attached for Vaccines/Sera, Biotechnical products etc.
- 3. For thermo-labile drugs for which storage temperature is 2-8 degree centigrade. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermolog data from factory to Consignee's end.

Any further information can be obtained from the office of District Health Authority Bhakkar.

CONSOLIDATED DEMAND OF ESSENTIAL DRUG LISTS OF DIFFERENT HEALTH FACILITIES OF DISTRICT BHAKKAR FOR THE YEAR 2018-19

New Sr No.	Generic Name	Technical Specifications	Estimated Unit Cost [PKR]	Demand	Total estimated cost PKR
1.	Isoflurane Inhalation	Isoflurane Liquid Inhalation, Bottle of 100 ml, Individually packed in carton with leaflet. (The company is bound to provide (with latest & high end model vaporizer, temperature & flow compensated) compatible with the anesthesia machine (as and when demanded by the end user). The company will calibrate and maintain the vaporizers free of cost.)	1500	10	15000
2.	Sevoflurane Inhalation	Sevoflurane Liquid Inhalation, Bottle of 250ml (with latest & high end model vaporizer with calibration certificate, back up services, and key filler as per requirements of theatres). The company will calibrate and maintain the vaporizers free of cost.)	7700	5	38500
3.	Atracurium (besylate) Injection 10mg/ml	Ampoule of 2.5ml/3ml, pack of 5 ampoules, packed in carton with leaflet. The firm will produce batch-wise cold chain data from the source of origin & thermo-log data from factory to warehouse as well as colour coding to distinguish from distilled water. Rate will be calculated on per ml basis.	82	570	46740
4.	Glycopyrolate +Neostigmine Injection 0.5 mg/ml injection	Ampoule of 1 ml pack of 10 or less packed in carton with leaflet	45	20	900
5.	Suxamethonium	Inj. Suxamethonium Chloride 100 mg/2ml, Ampoule/ Vial, Pack of 10 or less, packed in carton with leaflet. The firm will produce batch-wise cold chain data from the source of origin & thermo-log data from factory to warehouse as well as colour coding to distinguish from distilled water.	39.1	20	782
6.	Bupivacaine (sydrochloride) (spinal) Injection 0.75% (Amp of 2 ml)	Glass Ampoule of 2ml. Pack of 5 Ampoules. Packed in carton with leaflet.	27	6200	167400
7.	Lignocaine (hydrochloride) 2% Injection 2% w/v (Amp of 10 ml)	Ampoule of 10ml. Pack of 50's, Packed in carton with leaflet.	10.18	27000	274860
8.	Lignocaine (hydrochloride) Topical forms 2% Gel	Lignocaine Hydrochloride 2% gel. Sealed tube of 15gm with nozzle, Individually Packed in carton with leaflet.	28.6	15800	451880
9.	Lignocaline + Epinephrine Dental Cartridge 2% + 1:100 000	Lignocaine Hydrochloride2% solution with Adrenaline 1:100,000. Box of 50 cartridge of 1.8ml, Packed in carton with leaflet.	27	3100	83700
10.	Atropine (Sulfate) injection 1mg/ml	Atropine (Sulfate) injection 1mg/ml ampoule of 1ml, pack in carton with leaflet of 100 or less	2.12	9000	19080
11.	Lignocaline + Adrenaline 2% Ampoule (Amp 10ml)	Lignocaine Hydrochloride2% solution with Adrenaline 1:200,000. Ampoule of 10ml. Pack of 50's, Packed in carton with leaflet.	22.98	4500	103410
12.	Midazolam Injection 1mg/ml	Inj. Midazolam Hydrochloride 1mg per ml, Ampoule of 5ml, Pack of 5 Ampoules, Packed in carton with leaflet	41	1600	65600
13.	Tramadol Hcl Tablet/Cap 50 mg	Cap. Tramadol Hydrochloride 50mg. Pack of 20's or less. Packed in carton.	6.27	34000	213180
14.	Acetylsalicylic acid Tablet 300 mg	Tab. Acetylsalicylic Acid 300mg, Aluminum strip pack, pack of 600 or less packed in carton.	1.80	144000	259200

15.	Diclofenac (Sodium) Injection 75mg in 3 ml Ampoule	Diclofenac Sodium 75mg/3ml. Ampoule of 3ml. Pack of 10's or less. Packed in carton with leaflet	4.6	141000	648600
16.	Ibuprofen Tablets 400mg	Tab. Ibuprofen 400 mg (film/sugar coated). Blister Packing. Pack of 250's or less.	1.85	400000	740000
17.	Ibuprofen Susp. 100mg/5ml	Susp. Ibuprofen 100mg/5ml. Bottle of 120ml or less. Individually packed in carton. Rate will be calculated on per ml basis.	29	85500	2479500
18.	Naproxen Sodium Tablet 550 mg	Tab. Naproxen Sodium 550 mg/Naproxen 500 mg, Blister/Al Strip pack of 20 or less, packed in carton with leaflet.	5.21	70000	364700
19.	Paracetamol Tablet 500 mg	Tab. Paracetamol 500 mg. Blister Packing, Pack of 200's, Packed in carton.	0.74	2560000	1894400
20.	Paracetamol Syrup 120 mg/5 ml	Syp / Susp. Paracetamol 120mg / 5ml. Bottle of 120ml or less, individually packed in carton. Rate will be calculated on per ml basis.	22.25	55000	1223750
21.	Pheniramine (maleate) Injection 25mg/ml	Inj. Pheniramine maleate 25mg/ml, ampoule of 2ml, Pack of 100 or less, packed in carton with leaflet	4	58000	232000
22.	Chlorpheniramine maleate Tablets 4 mg	Tab. Chlorpheniramine Maleate 4mg, Blister Pack , Pack of 50 x 20 Tablets	0.22	2100000	462000
23.	Chlorpheniramine maleate Syrup 2 mg/ 5ml	Syp. Chlorpheniramine maleate 2mg / 5ml, bottle of 120ml or less, packed in carton.	15	3500	52500
24.	Cetirizine Tablets 10mg	Tab. Cetirizine (as Hydrochloride) 10mg Blister/strip pack of 30 or less. Packed in carton with leaflet.	29	565000	1638500
25.	Cetirizine Syrup/solution 5mg / 5ml	Syp/solution cetirizine 1mg/ml, bottle of 60ml, packed in carton with leaflet.	30	36000	1080000
26.	Promethazine (HCL) Syrup 5mg/5ml	Syp/ Elixir Promethazine (as Hydrochloride) 5mg per 5ml, bottle of 120ml, packed in carton with leafet.	160	1000	160000
27.	Hydrocortisone (Sodium succinate) Injection 100mg	Inj. Hydrocortisone sodium succinate 100 mg, (Dry Powder) Vial, Individually Packed in carton with solvent & leaflet.	33	4000	132000
28.	Hydrocortisone (Sodium succinate) Injection 250mg	Inj. Hydrocortisone sodium succinate 250 mg, (Dry Powder) Vial, Individually Packed in carton with solvent & leaflet.	81.47	10000	814700
29.	Allopurinol Tablet 300mg	Tablet Allopurinol 300mg, Blister Pack, Pack of 100 or less, Packed in carton with leaflet	3.84	19000	72960
30.	Valproic (as sodium) Tablets 500mg	Tab. Divalproex Sodium 500mg(Equivalent to Valproic Acid 500mg), Blister/ Aluminum strip pack, pack of 100 or less, packed in carton with leaaflet	5.5	35000	192500
31.	Valproic (as sodium) Syrup 250mg/5ml	Syp. Sodium Valproate (equivalent to valproic acid 250mg)per 5ml, Bottle of 120ml or less, packed in carton with leaflet. Rate will be calculated on per ml basis.	105	1500	157500
32.	Magnesium Sulphate Injection 500mg/ml	Inj. Magnesium Sulfate 500mg/ml ampoule of 10ml or less, Pack of 10 or less, packed in carton with leaflet. Rate will be calculated on per ml basis.	3.6	3470	12492
33.	Phenobarbital (sodium) Tablets 30mg	Tab. Phenobarbitone 30mg, Blister pack, pack of 100 or less, packed in carton with leaflet	4	5000	20000
34.	Phenobarbital (sodium) Injection 200mg / 2ml	Inj. Phenobarbitone 200mg per ml, pack of 10 or less packed in carton with leaflet.	2	100	200
35.	Phenytoin (sodium) Syrup 30mg /5ml	Syp.phenytoin 30mg per 5ml, Bottle of 120ml or less, packed in carton with leaflet. Rate will be calculated on per ml basis.	12.58	500	6290
36.	Amoxicillin (trihydrate) Capsules/tablets 250mg	Tab/Cap. Amoxicillin (as trihydrate) 250mg, Blister / Aluminum strip Pack, Pack of 100 or less, Packed in carton with leaflet.	2.15	314000	675100

37.	Amoxicillin (trihydrate) Capsules/tablets 500 mg	Cap. Amoxicillin (as trihydrate) 500mg, Blister / Aluminum strip Pack, Pack of 100 or less Strips, Packed in carton with leaflet.	3.89	385000	1497650
38.	Amoxicillin Suspension 125mg/5ml	Amoxicillin (as trihydrate) 125mg / 5ml, Bottle of 90ml syrup in powder form, Individually packed in carton with measuring spoon/measuring cup and leaflet.	35	40800	1428000
39.	Amoxicillin susp 250mg/5ml	Amoxicillin (as trihydrate) 250mg / 5ml, Bottle of 90ml syrup in powder form, Individually packed in carton with measuring spoon/measuring cup and leaflet.	55	8000	440000
40.	Amoxicillin Injection 500mg	Inj. Amoxicillin (as Sodium Salt) 500mg Vial, Pack of 25 or less, Packed in carton with leaflet. The firm will provide solvent (10ml WFl for each Vial) separately.	30	8000	240000
41.	Ampicillin Glass Vial, Injection 250 mg (as sodium salt), with solvent	Ampicillin as Sodium salt 250 mg vial pack of 10 or less carton with leaflet.	20.55	9000	184950
42.	Metronidazole Tablets 200 mg	Tab. Metronidazole 200mg, Blister Pack, Pack of 200 or less, Packed in carton with leaflet	1.5	120000	180000
43.	Metronidazole Tablets 400 mg	Tab. Metronidazole 400mg, Blister Pack, Pack of 200 or less, Packed in carton with leaflet	28	520000	1456000
44.	Metronidazole (Benzoate) Susp 200 mg / 5ml	Susp. Metronidazole (as benzoate) 200mg/5ml, Bottle of 120ml or less. packed in carton with leaflet	39.02	6000	234120
45.	Amoxicillin + Clavulanic Acid Suspension 125 mg + 31.25 mg / 5 ml	Susp. Amoxicillin 125mg + Clavulanic Acid 31.25mg per 5ml, Bottle of 90ml or less. Individually packed in carton with measuring cup / spoon and leaflet.	62.45	27500	1717375
46.	Amoxicillin + Clavulanic Acid Suspension 250mg+62.5mg/5ml	Susp. Amoxicillin 250mg + Clavulanic Acid 62.5mg per 5ml, Bottle of 90ml or less. Individually packed in carton with measuring cup / spoon and leaflet.	91	12500	1137500
47.	Ceftriaxone (Sodium) Injection 250mg	Inj. Ceftriaxone 250mg (as Sodium) I.V, Glass vial, individually packed in carton with solvent and leaflet	25	21500	537500
48.	Ceftriaxone (Sodium) Injection 1 gm	Inj. Ceftriaxone 1g (as Sodium) I.V, Glass vial, individually packed in carton with solvent and leaflet	38	120000	4560000
49.	Cefixime Capsule/Tab 400mg	Capsule/Tab Cefixime 400 mg. Blister/ Al strip Pack of 5 with leaflet inside.	19.2	55000	1056000
50.	Cefixime Suspension 100mg/5ml	Suspension Cefixime 100mg/5ml. Bottle of 30 ml. Packed in carton with leaflet & measuring spoon/cup.	99	3000	297000
51.	Ciprofloxacin (Hydrochloride) Tablets 500 mg	Tab. Ciprofloxacin 500mg. Blister/Al strip pack. Pack of 10's, Packed in carton with leaflet.	6	627000	3762000
52.	Levofloxacin Tablet 250mg	Tab Levofloxacin 250mg.Pack of 10's with leaflet.	6	310000	1860000
53.	Cephradine Capsule 500mg	Capsule Cephradine 500 mg. Blister/ Al strip Pack of 12 or less with leaflet inside in carton	14.5	5000	72500
54.	Clarithromycin Tablets 500mg	Tab. Clarithromycin 500mg, Blister/ Aluminum strip pack, Packing, Pack of 10's or less, Packed in carton with leaflet	25	100000	2500000
55.	Clarithromycin Suspension 125mg/5ml	Susp. Clarithromycin 125mg/5ml (Dry Powder), Bottle of 60ml. Individually packed in carton with measuring cup / spoon and leaflet.	125	3500	437500
56.	Cotrimoxazole D/S Tablets 400mg+80mg	Tab. Co-trimoxazole (Sulphamethoxazole 400 mg + Trimethoprim 80 mg), Blister Pack, Pack of 400 or less, packed in carton.	1.58	496000	783680
57.	sulfamethoxazole + trimethoprim Syrup 200mg + 40mg/5ml	Susp. Co-trimoxazole (Sulphamethoxazole 200mg+ Trimethoprim 40mg) /5ml, Bottle of 50ml, Individually packed in carton with leaflet	31	38500	1193500

58.	Albendazole Tablets 200mg	Tab. Albendazole 200mg, Blister pack, pack of 2's (single dose), packed in carton with leaflet	7.5	62500	468750
59.	Albendazole Susp. 200mg / 5ml	Susp. Albendazole 200mg / 5ml. Bottle of 10ml. Packed in carton with leaflet.	18.5	25500	471750
60.	Mebendazole Tablet 100 mg	Tab. Mebendazole 100, Blister pack, pack of 60 or less packed in carton with leaflet.	17.26	4000	69040
61.	Clotrimazole Skin cream 1% w/v	Clotrimazole skin cream 1% w/w, Pack of 20gm or less in carton with leaflet.	55	1500	82500
62.	Clotrimazole Vaginal Cream 10% w/v	Vaginal Cream Clotrimazole 10%, Tube of 5gm, Individually packed in carton with	37.85	1000	37850
63.	Clotrimazole Vaginal tablet 500 mg	applicator & leaflet. Vaginal Pessery Clotrimazole 500mg, Pack of 1's. Individually packed in carton with applicator & leaflet.	27.95	3000	83850
64.	Fluconazole Capsules 150mg	Cap. Fluconazole 150 mg. Blister/Al strip pack of 2 or less. Packed in carton with leaflet.	62	6500	403000
65.	Nystatin Drops 100,000IU/ml	Drops Nystatin 100,000 IU/ml with dropper.Bottle of 30ml, Individually packed in carton with dropper and leaflet	40	1000	40000
66.	Acyclovir Injection 500 mg	Inj/Inf. Acyclovir 500mg or less powder in Vial. Individually Packed, Packed in Carton with leaflet. Rate will be calculated on per ml basis.	856.55	5000	4282750
67.	Glibendamide Tablets 5mg	Tablet Glibendamide 5mg, Blister pack, Pack of 100 or less, Packed in carton with leaflet.	1.15	644000	740600
68.	Glimepiride Tablets 2mg	Tab. Glimepiride 2 mg. Pack of 100's or less. Packed in carton with leaflet.	2	640000	1280000
69.	Metformin (hydrochloride) Tablets 500mg	Tab. Metformin 500 mg, Blister Pack. Pack of 100 or less. Packed in carton with leaflet.	1.42	616000	874720
70.	Insulin NPH Injection 100 IU/ml	Inj. Insulin NPH (Human) 100IU per ml, Glass Vial of 10ml. Packed in carton with leaflet. The firm will produce batch wise cold chain data from the source of origin & thermolog data from factory to ware house.	200	300	60000
71.	Chloroquine (phosphate or sulfate) Tablets 200/250mg	Tab. Chloroquine Phosphate 250mg (Chloroquine Base 150 mg)/Chloroquine Sulphate 200 mg (Film Coated, Blister Pack, Pack of 500 or less, packed in carton.	0.78	125500	97890
72.	Chloroquine (Phosphate) Syrup 200 mg / 5 ml	Syp. Chlroquine Sulphate 200 mg/ 15ml. Bottle of 60 ml. Packed in Glass bottle. Individually packed in carton with leaflet inside.	20	7500	150000
73.	Sulphadoxine + Pyrimethamine Tablets 500 + 25mg	Tab. Sulphadoxine 500mg + Pyrimethamine 25mg, blister/Al strip pack, pack of 150 or less, packed in carton with leaflet.	3.5	8000	28000
74.	Artemether + Lumefantrine Tablets 20mg + 120mg	Tab. Artemether + Lumefantrine 20/120 mg. Pack of 16 Tablets in blister pack with leaflet inside.	15.3	28800	440640
75.	Artemether + Lumefantrine Suspension 15 + 90 mg	Susp. Artemether 15mg + Lumefantrine 90mg. Bottle of 60ml. Packed in carton with leaflet & spoon.	120	1300	156000
76.	Metoclopramide (hydrochloride) Tablets 10mg	Tab. Metoclopramide HCL 10mg, Blister pack, Pack of 5x20 Tablets. Packed in carton with leaflet.	0.76	280000	212800
77.	Metodopramide (hydrochloride) Syrup 5mg/5ml	Syp. Metochlopramide (as hydrochloride) 5mg per 5ml, bottle of 60ml or less, packed in carton with leaflet. Rate will be calculated on per ml basis	22.19	21000	465990
78.	Metodopramide (hydrochloride) Injection 10mg	Inj. Metoclopramide 10mg/2ml. Ampoule. Pack of 10,Ampoules. Packed in carton with leaflet.	16.99	97500	1656525
79.	Domperidone Meleate 10mg Tablet	Tab.Domperidone meleate 10 mg,blister pack,pack of 100 or less packed in carton with leaflet	1.5	80000	120000

80.	Dimenhydrinate - 50 mg – Tablet	Tab. Dimenhydrinate 50mg. Pack of 100 or less. Packed in carton with leaflet.	1	120000	120000
81.	Dimenhydrinate Suspension/Syp. Syrup 12.5/4ml	Syp./Liquid Dimenhydrinate 12.5mg/4ml. Bottle of 60 ml.	28.5	5500	156750
82.	Omeprazole Capsule 20mg	Cap. Omeprazole 20mg, Pack of 2x7 Capsules Blister / Aluminum strip pack, Packed in carton with leaflet.	9.29	905000	8407450
83.	Ranitidine Tablet 150mg	Tab. Ranitidine 150 mg.Blister/Al strip Pack of 10 tablets.Pack in carton with leaflet	3.44	508000	1747520
84.	Aluminium Hydroxide + Magnesium Trisilicate/Hydro-oxide + Simethicone Susp.	Syp./Susp. Aluminium Hydroxide 215mg or more, Magnesium Hydroxide 80mg or more, Simethicone 25mg or more / 5ml. Bottle of 120ml or less.Rate will be calculated on per ml basis	28.8	55000	1584000
85.	Sodium Phosphate Enema	Monobasic Sodium Phosphate 16gm, Dibasic Sodium phosphate 6gm, Bottle of 135ml, Enema Bottle with Nozzle, Individually Packed in carton with leaflet.	41	10100	414100
86.	Lactulose Syrup 3.35gm/5ml	Syp. Lactulose 3.35g /5ml, Bottle of 120ml, Individually packed in carton with measuring cup and leaflet.	93	17000	1581000
87.	Drotaverine Tablet 40mg	Drotaverine HCL 40 mg blister/Al strip pack of 20 in carton with leaflet.	4.5	225000	1012500
88.	Drotaverine 40mg/2ml Injection	Drotavarine 40mg Injection,2ml,pack of 50 or less with leaflety	16	61000	976000
89.	Inj. Hydrated Phloroglucinol 40mg, trimethyl Phloroglucinol 40mg	Inj. Hydrated Phloroglucinol 40mg, trimethyl Phloroglucinol 40mg. Pack of 10 Injections or less. Packed in carton with leaflet.	62	10000	620000
90.	Hydrated Phloroglucinol 40mg ,TrimethylPhloroglucinol Tablet 40mg	Hydrated Phloroglucinol 80 mg tablet, equivalent to anhydrouse Phlorglucinol 62.233mg, Trimethylphloroglucinol80 mg. Blister/Al strip pack. Pack of 30 with leaflet in carton	48	15000	720000
91.	Acetylsalicylic acid Enteric Coated Tablet 75mg	Tab. Aspirin 75mg. Enteric coated, Pack of 30's or less.	1	311000	311000
92.	Amiodarone Hd Tablets 200 mg	Tab. Amiodarone (as Hydrochloride) 200mg, Pack of 30's or less, Blister Packing, packed in carton with leaflet.	15.12	1000	15120
93.	Amiodarone Hd Injection 150 mg/3ml	Inj. Amiodarone (as Hydrochloride) 150mg, ampoule of 3ml, pack of 10 or less, packed in carton with leaflet.	79.28	2000	158560
94.	Propranolol Tablets 10mg	Tab. Propranolol 10mg, Blister Packing/ Bottle of 50 or less, packed in carton with leaflet.	1	200500	200500
95.	Propranolol Tablets 40mg	Tab. Propranolol 40mg, Blister Packing/ Bottle of 50 or less, packed in carton with leaflet.	2.19	11000	24090
96.	Losartan Potassium Tablet 50mg	Losartan Potassium 50 mg Blister/Al strip of 20 packed in carton with leaflet	11	25000	275000
97.	Captopril Tablet 25mg	Captopril 25 mg Blister/Al strip Packing of 20 tablet in carton with leaflet	5.34	66000	352440
98.	Dopamine (hydrochloride) Injection 200mg/5ml	Inj. Dopamine 200mg/5ml, Vial / ampoule of 5ml, Pack of 50 or less, packed in carton with leaflet.	57.75	5300	306075
99.	Dobutamine (hydrochloride) Injection 250mg/5ml	Inj. Dobutamine 250mg/5ml (as Hydrochloride). Vial / ampoule of 5ml, Pack of 10 or less, packed in carton with leaflet	194	3120	605280
100.	Enalapril Tablets 5mg	Tab. Enalapril (maleate) 5mg, Blister pack /Aluminum strip pack, pack of 20 or less, packed in carton.	2.44	46000	112240
101.	Glyceryl Trinitrate (S.R) Tablet 2.6mg	Tab. / Cap. Glyceryl Trinitrate 2.6mg , SR, pack of 30 or less , packed in carton/bottle.	2.65	50000	132500
102.	Glyceryl Trinitrate Sublingual Tablet 0.5mg	Tab. Glyceryl Trinitrate 0.5mg, (Sublingual), Pack of 30 or less, Bottle/ Blister / Aluminum strip pack.	1	11900	11900

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103.	Isosorbide Dinitrate Infusion 10mg/10ml	Inj. Isosorbide dinitrate 0.1% (10mg/10ml), Vial/ampoule of 10 ml, Pack of 10 or less, packed in carton with leaflet.	119.5	100	11950
104.	Methyldopa Tablets 250mg	Tab. Methyl Dopa, 250mg, Bottle/ blister pack of 100 or less, packed in carton with leaflet.	3.42	59000	201780
105.	Atenolol Tablet 50mg	Tab. Atendol 50mg, Pack of 100 or less, Blister Packing, Packed in carton with leaflet.	2	250000	500000
106.	Streptokinase Powder for injection 1.5 million IU	Inj. Streptokinase 1.5 Million IU powder in vials / ampoules, Pack of 1's packed in carton with leaflet	3800	250	950000
107.	Atorvastatin Tablets 20mg	Tab. Atorvastatin 20mg. Blister/Al strip Packing. Pack of 30's or less with leaflet.	15	80000	1200000
108.	Octerotiride Injection 0.05 mg Octerotiride Injection 0.1 mg	Inj. Octreotide acetate.0.05mg ampoule / vial in 1ml, Pack of 10 or less, Packed in carton with leaflet. The firm will produce batch wise cold chain data from the source of origin & thermolog data from factory to ware house. Inj. Octreotide acetate. 0.1mg ampoule / vial in 1ml, Pack of 10 or less, Packed in carton	282.4	300	138180
110.	Furosemide Tablets	with leaflet. The firm will produce batch wise cold chain data from the source of origin & thermolog data from factory to ware house. Tab. Furosemide 40mg. Pack of 200 or less.	1.65	42000	69300
110.	40mg	Packed in carton with leaflet.	1.05	42000	09300
111.	Furosemide Injection 20mg/2ml	Inj Frusemide 20mg/2ml, Ampoule of 2ml, Pack of 100 or less, packed in carton with leaflet	4.9	74500	365050
112.	Spironolactone Tablets 25 mg	Tab. Spironolactone 25mg, Pack of 100's or less, Blister Packing packed in carton with leaflet.	1.53	52000	79560
113.	Tranexamic Acid Capsules 500mg	Cap. Tranexamic acid 500mg. Blister/Al strip Packing. Pack of 20 or less. Packed in carton with leaflet.	10.2	32000	326400
114.	Clopidogrel Tablets 75 mg	Tab. Clopidogrel 75mg. Blister/Al strip Packing. Pack of 30 or less. Packed in carton with leaflet.	3	58800	176400
115.	Ergometrine (hydrogen maleate) Injection 200mcg in 1 ml	Inj. Methyl Ergometrine maleate 200mcg (0.2mg) per ml, Box of 100 or less, packed in carton	10.5	2100	22050
116.	Misoprostol Tablets 200mcg	Tab. Misoprostol 200 mcg, Blister Pack. Pack of 30 or less, packed in carton with leaflet.	4.85	72000	349200
117.	Oxytocin Injection 5IU in 1 – ml	Inj. Oxytocin 5 IU/ml. Box of 100 or less. Packed in carton with leaflet	7.5	118500	888750
118.	Beclomethasone (Dipropionate) Inhaler 250 mcg	Beclomethasone (Dipropionate) 250mcg per 200 meterd dose , packed in carton with leaflet	272	500	136000
119.	Beclomethasone (Dipropionate) Solution 800mcg/2ml	Beclomethasone (Dipropionate) 800mcg, suspension for aerosol therapy on single dose vial, pack of 10 or less, packed in carton with leaflet	56.46	6000	338760
120.	Salbutamol (Sulfate) Tablets 4mg	Tab. Salbutamol 4mg. Blister / Aluminum strip pack. Pack of 120 or less. Packed in carton	0.95	127000	120650
121.	Salbutamol (Sulfate) Inhaler 100 micrograms	Inhaler Salbutamol 100mcg , 200 dose unit, metered dose inhaler, Individually packed in carton	138	5200	717600
122.	Salbutamol (Sulfate) Solution for nebulizer 5 mg/ml	Solution Salbutamol 5mg/ml for nebulization. Bottle of 20ml or less, Individually packed in carton with leaflet.	29.16	5000	145800
123.	Montelukast Tablets 10 mg	Tab. Montelukast as sodium 10mg. Blister / Aluminum strip,pack of 14 or less. Packed in carton with leaflet	9.84	94000	924960

124.	Ammonium Chloride +Diphenhydramine + others Antitussive Expectorant 131.5mg/5ml +1mg/5ml +13.5mg/5ml +55mg/5ml	A. Syp. Ammonium Chloride 131.5mg + menthol 1mg, Diphenhydramine 13.5mg, Sodium Citrate 55mg per 5ml. Bottle of 120 ml or less. Rate will be calculated on per ml basis.B. Syp. Ammonium Chloride 30 mg or more + menthol 0.98mg or more, Diphenhydramine 8mg or more, Aminophylline 30 mg or more. Bottle of 120 ml or less. Rate will be calculated on per ml basis.	26	76000	1976000
125.	Dextromethorphan + Diphenhydramine + others Antitussive Syrup 12.5mg/5ml + 12.5mg/5ml	Syp. Dextromethorphan as HBr 6.25mg or more + Diphenhydramine as Hydrochloride 5mg or more per 5ml. Bottle of 120ml or less. Rate will be calculated on per ml basis	26	30000	780000
126.	Chloramphenicol Eye Drops 0.5%	Eye Drops Chloramphenicol 0.5%, Bottle of 15 ml or less, Individually packed in carton with leaflet Rate will be calculated on per ml basis	23.34	16000	373440
127.	Polymyxin B (Sulphate) + Bacitracin Zinc Eye Ointment 10000IU/g + 500IU/g	Eye Onit. Polymyxin B Sulfate 10,000 Units + Zinc Bacitracin 500 Units per gm, Tube of 6gm or less, Individually packed in carton with/without* leaflet *The instructions for uses/side effects etc should be printed on the outer carton. Rate will be calculated on per gm basis	23	5300	121900
128.	Tobramycin + Dexamethasone Eye Drops 0.3%	Eye Drops Tobramycin 0.3% with Dexamethaxone 0.1%, Bottle of 5ml. Individually packed in carton with leaflet	129.33	5000	646650
129.	Chloramphenicol Ear Drops 0.01	Ear Drops Chloramphenicol 0.1%, Bottle of 15 ml or less,	10.17	4500	45765
130.	Polygelline 3.5% Infusion 500ml)	Inf. Polygelline 3.5%. Bottle of 500ml with I.V set .Individually packed & packed in master carton of 20 Bottles or less [Undertaking to the effect that the Latex & Plastic used in manufacturing is of Pharmaceutical grade.]	475	700	332500
131.	Dextrose Infusion 5%, 1000ml)	Infusion Dextrose in Water 5%, Bottle of 1000 ml with I.V set . (20 bottles or less packed in master carton). [Undertaking to the effect that the Latex & Plastic used in manufacturing is of Pharmaceutical Grade].	56	18100	1013600
132.	Dextrose Injection 25 % (20ml/25ml)Ampoule	Inf. Dextrose 25%, Ampoule of 20ml/25ml, Pack of 100 or less. Packed in carton with leaflet. [Undertaking to the effect that the Latex & Plastic used in manufacturing is of Pharmaceutical Grade]. Rate will be calculated on per ml basis.	15	23800	357000
133.	Normal Saline Infusion 100ml	Infusion Normal Saline 0.9% Bottle of 100ml with I.V set .[Undertaking to the effect that the Latex & Plastic used in manufacturing is of Pharmaceutical grade.].	40	12000	480000
134.	Normal Saline Infusion 0.9% (1000ml)	Infusion Normal Saline. Bottle of 1000ml with I.V set .(pack of 20 bottles and packed in master carton). [Undertaking to the effect that the Latex & Plastic used in manufacturing is of Pharmaceutical grade.].	44.99	45500	2047045
135.	Dextrose+Saline (1000ml) Infusion 5%w/v +0.9%w/v	Infusion 5% Dextrose in normal saline 0.9%. Bottle of 1000 ml with I.V set .(20 bottles or less packed in master carton). [Undertaking to the effect that the Latex & Plastic used in manufacturing is of pharmaceutical Grade.]	58.6	14000	820400
136.	Ringer's Lactate (1000ml) Infusion	Infusion Ringer's Lactate, Bottle of 1000 ml with I.V set .(20 bottles packed in master carton). [Undertaking to the effect that the Latex & Plastic used in manufacturing is of Pharmaceutical grade.].	47.43	96200	4562766

137.	ORS Sachet	ORS (Oral Rehydration Salt) WHO	9.39	90000	845100
		formulation (Low Osmolarity). Each sachet contains Sodium Chloride 2.60 gm + Tri-/Sodium Citrate 2.90 gm + Potassium Chloride 1.5 gm + Dextrose Anhydrous 13.50 gm. Pack of 100 or less.			
138.	Infusion 1/2 Normal Saline infusion 500 ml	infusion of 500ml,0.45 % sodium chloride,Dextrose 5 % pack of 20 bottles in carton or less with I.V set .Individually packed & packed in master carton of 20 Bottles or	40	3400	136000
139.	Infusion 1/5 Normal Saline infusion (Paeds solution) 500 ml	less. [Undertaking to the effect that the Latex & Plastic used in manufacturing is of Pharmaceutical grade.] infusion of 500ml,0.18 % sodium chloride,Dextrose 4.3% pack of 20 bottles in carton or less with I.V set .Individually packed	40	4400	176000
140.	Mannitol (500ml) Infusion 20% w/v	& packed in master carton of 20 Bottles or less. [Undertaking to the effect that the Latex & Plastic used in manufacturing is of Pharmaceutical grade.] Infusion Mannitol 20%/(Mannitol 17.5%+ Sorbital 2.5%) Bottle of 500ml with I.V set .Individually packed & packed in master carton of 20 Bottles or less. [Undertaking to	119	8600	1023400
		the effect that the Latex & Plastic used in			
141.	Calcium Gluconate Injection 100 mg/ml in 10 ml	manufacturing is of Pharmaceutical grade.] Inj. Calcium Gluconate 100mg/ml, Ampoule of 10ml, Pack of 50 or less, Packed in Carton with leaflet	20	6550	131000
142.	Calcium Carbonate Tablets 400-500 mg	Tab. Calcium Carbonate 1250mg (equivalent to 400-500 mg elemental calcium). Bottle of 100 or less. Rate will be calculated on per mg basis.	2.33	190000	442700
143.	Ascorbic Acid Tablets	Tab. Ascorbic Acid (Vitamin C) 500mg, pack of 50 or less, packed in carton with leaflet / bottle of 50 or less.	1.95	130000	253500
144.	Multivitamin Syrup	Syp. Multivitamins, bottle of 120ml	46	8000	368000
145.	Folic Acid Tablets 5mg	Tab. Folic Acid 5mg, Bottle/Blister pack of 1000 or less, packed in carton / bottle of 1000 or less	0.14	750000	105000
146.	Ferrous salt + Folic Acid Tablets	Tab./ Cap. Ferrous salt + Folic Acid. Blister pack, Pack of 100 or less, packed in carton with leaflet.	1.55	627000	971850
147.	Vitamin K Injection	Inj. Vitamin K (Phytomenadione) 10mg/ml (IV / IM),Ampoule, Pack of 100 or less, packed in carton with leaflet	8	8700	69600
148.	Vitamin D3 Injection 5mg	Inj. Cholecalciferol (Vitamin D3) 200,000 IU equal to 5mg per ml, ampoule of 1ml, pack of 10 or less packed in carton with leaflet.	35.3	17500	617750
149.	Zinc Sulphate Tablets 20 mg	Dispersible Tab Zinc Sulfate monohydrate (equivalent to 20mg elemental zinc). Blister pack / bottle of 100 or less. Packed in carton with leaflet.	5	35000	175000
150.	Zinc Sulphate Syrup 20mg/5ml	Susp/Syp/Solut. Zinc Sulfate Monohydrate (equivalent to elemental Zinc 20 mg/5 ml,liquid form. Bottle of 60 ml.	22.23	27500	611325
151.	Vitamin B Complex Tablets	Tab. Vitamin B-1 + Vitamib B-2, Vitamin B-6 +Vitamin B-12. Blister pack of 100 or less, packed in carton / bottle of 100 or less. Rate will be calculated on per mg basis of B complex vitamins as per registered formulations.	1.34	140000	187600
152.	Iron iii Hydroxide Polymaltose Syrup	Syp. Iron III Hydroxide Polymaltose complex eq to elemental iron 50mg or more / 5ml, Bottle of 60ml, Packed in carton with leaflet.	64	11000	704000
153.	Multivitamins (Tab)	Tab. Multivitamins, Bottle / Blister Pack of 100 or less.	2.5	200000	500000
154.	Benzyl Benzoate Lotion	Benzyl Benzoate lotion 25%, Bottle of 60ml	18	9500	171000

155.	Betamethasone Cream 0.1%	Betamethasone valerate 0.1% Cream Tube of 15 gm or less. Individually packed in carton with/without* leaflet *The instructions for uses/side effects etc should be printed on the outer carton.	25	15000	375000
156.	Calamine Lotion 15%	Calamine Lotion 15%, bottle of 120ml	15	2000	30000
157.	Clobetasol Cream 0.05% w/w	Clobetasol Propionate 0.05% w/w Cream, tube of 15 gm or less. Individually packed in carton with/without* leaflet *The instructions for uses/side effects etc should be printed on the outer carton.	31	3000	93000
158.	Hydrocortisone Cream 1%	Hydrocortisone 1% cream, Tube of 20 gm or less. Individually packed in carton with/without* leaflet *The instructions for uses/side effects etc should be printed on the outer carton.	12.25	4000	49000
159.	Permethrin Cream 5%	Cream Permethrin 5%, Tube of 30 gm or less. Individually packed in carton with/without* leaflet *The instructions for uses/side effects etc should be printed on the outer carton.Rate will be calculated on per ml basis	60	6000	360000
160.	Permethrin Lotion 5%	Lotion Permethrin 5%, Bottle of 120ml or less. Individually packed in carton with/without* leaflet *The instructions for uses/side effects etc should be printed on the outer carton.Rate will be calculated on per ml basis	80	3200	256000
161.	Polumyxin B (Sulphate) + Bacitracin Zinc Cintment 10000IU/g + 500IU/g	Skin Ointment Polymyxin B Sulphate 10,000 units & Bacitracin Zinc 500 units/g. Tube of 20g or less. Individually packed in carton.	62	10500	651000
162.	Silver Sulphadiazine Cream 1%	Cream Silver Sulphadiazine 1%, Tube of 50 gm or less. Individually packed in carton with leaflet.	135	4500	607500
163.	Clomipramine (hydrochloride) Tablets 10mg	Tab. Clomipramine (Hydrochloride) 10mg, Blister Pack, Pack of 100 or less, packed in carton with leaflet	1.6	100000	160000
164.	Diazepam Injection 10mg	Inj. I.V. Diazepam 10mg/2ml ampoule, Box of 100 or less. Packed in carton with leaflet.	24	14500	348000
165.	Escitalopram Tablets 10mg	Tab. Escitalopram 10mg. Blister/Al strip Pack. Pack of 20 or less. Packed in carton with leaflet.	7	30000	210000
166.	Levodopa + Carbidopa Tablets 250mg + 25mg	Tab. Levodopa 250mg + Carbidopa 25mg Blister / Aluminum strip / Bottle pack of 100 or less tablets, packed in carton with leaflet.	8	8000	64000
167.	Tetanus Toxoid inj	WHO Prequalified Tetanus Toxoid, 10/20 Dose (0.5ml per dose) Vial with VVM. The rate will be calculated at per dose. The firm will produce batch wise cold chain data from the source of origin & thermolog data from factory to ware house.	187	5650	1056550
168.	Anti-Rabies Vaccine (PVRV) Single Dose Vial	Inj. Rabies Vaccine (Brain tissue Origin/Cell Culture Origin) 0.5 ml/1ml prefilled syringe / vial (vial with solvent) packed in carton with leaflet. WHO Prequalified/ Approved. (The firm will produce batch wise cold chain data from the source of origin & thermo-log data from factory to ware house).	710	13850	9833500
169.	Anti-Snake venum Serum	Polyvalent anti-snake serum. Single Dose Vial / Ampoule of 10ml or less. Packed in carton with leaflet. The firm will produce batch wise cold chain data from the source of origin & thermolog data from factory to ware house.	1275	530	675750
170.	Anti D immunoglobulin (human) Single dose vial	Anti D immunoglobulin 300mcg (1500IU), single dose vial, packed in carton with leaflet. FDAWHO Prequalified / Approved. The firm will produce batch wise cold chain data from the source of origin &thermo-log data from	4487	100	448700

		factory to ware house.			
171.	Bicarbonate Solution of appropriate composition	Bicarbonate hemodialysis solution containing acid & basic concentrate for bicarbonate, pack of 5 liter or less.	230	5100	11730
172.	Povidone – iodine Solution 10% w/v	Skin Solution Povidone-lodine 10%, Bottle of 500ml or less	286.85	7700	2208
173.	Povidone – iodine Scrub 7.5%	Surgical Scrub Povidone-Iodine 7.5% Bottle of 500ml or less.	296.3	50	14
174.	Instrumental Disinfectant of appropriate composition	Instrumental Disinfectant Solution. Pack of 5 Liter or less. Rate will be calculated on per ml basis. The firm will provide assistance & details of the product regarding dilution. The rate will be calculated on per liter basis	1900	100	1900
175.	I.V. Sets Sterile blister Pack	Sterilized and individually blister packed with needle. Pack of 500 or less sets packed in master carton.	15	96960	1454
176.	Surgical Gauze roll BPC 1x30 m	Surgical Gauze B.P.C, Roll of 1 x 30 meter, Individually packed in paper and outer packing of moisture proof polythene	300	2280	6840
177.	Absorbent Cotton Wool BPC Pack 500gm	Absorbent cotton wool (B.P.C)-500 gm Roll, Individually Packed in Paper and outer packing of moisture proof Polythene.	177	21570	38178
178.	Cotton Bandage BPC. Dozen Pack. 6.5cmx6m	Cotton Bandage 6.5cm x 6 meter (BPC). Individually Paper Packing pack of 12s outer packing of Paper and Polythene packing.	15.5	131400	20367
179.	Cotton Bandage BPC Dozen Pack. 10cmx6m	Cotton Bandage 10cm x 6 meter (BPC). Individually Paper Packing pack of 12s outer packing of Paper and Polythene packing.	22.9	11000	2519
180.	Cotton Bandage BPC Dozen Pack. 15cmx6m	Cotton Bandage BPC 15cm x 6m. Pack of 12. Individually Paper Packing pack of 12s outer packing of Paper and Polythene packing.	36.5	6000	2190
181.	Black Silk, Size1, 30mm, 1/20irdle round body needle	Black Silk size 1, 30mm, 1/2 Circle round body needle. Box of 12/36 foils.	54.16	3000	1624
182.	Black Silk, Size1,40mm 3/8 Circle curve cutting (CC) needle	Black Silk size 1, 40mm, 3/8 Circle Curve Cutting (CC). Box of 36/12 foils.	54.16	13900	7528
183.	Black Silk, 2/0, 30mm 1/2 circle round body needle	Black Silk size 2/0, 30mm 1/2 Circle round body needle, Box of 36/12 foils.	54.16	1900	1029
184.	Black Silk , Size 2/0,60mm curve cutting needle	Black Silk size 2/0, 60mm, Curved Cutting needle Box of 36/12 foils	61.5	12360	7601
185.	Polyglactin/ Polyglycolic, Size 1,40mm.1/2 Circle Round Body needle	Polyglactin/ Polyglycolic acid size 1, 40mm, ½ circle Round Body needle, Box of 36/12 foils.	185.78	9600	17834
186.	Polyglactin/ Polyglycolic,size 2/0,30mm, 1/2 Circle Round Body needle	Polyglactin/ Polyglycolic acid size 2/0, 30mm, ½ circle Round Body needle, Box of 36/12 foils.	378	780	2948
187.	Catgut Chromic, Size 1, with 40mm Intestinal Eye less RB Needle	Catgut Chromic ,size 1,40mm Intestinal Eye less RB Needle. Box of 36/12 foils.	87.4	7850	6860
188.	Catgut Chromic, Size 1,40mm, curved Needle	Catgut Chromic, Size 1,40mm, curved Needle, Box of 36/12 Foil.	90	7020	6318
189.	Catgut Chromic, Size 1,30mm,½ Circle RB Needle	Catgut Chromic 1,30mm,½ Circle RB Needle, Box of 36/12 foils.	90	3600	3240

190.	Catgut Chromic, Size2/0 ,30mm, 1/2 Circle Round Body needle	Catgut size2/0, 30mm, 1/2 Circle Round Body needle, Box of 36/12 foils.	82.5	1320	108900
191.	Poly propylene, Size 2/0, 30mm 1/2 circle RB Needle	Poly propylene Size 2/0, 30mm 1/2 circle RB Needle box of 36 foils or less	342	3880	1326960
192.	Poly propylene, Size 2/0,60mm Straight Cutting needle (SCN)	Poly propylene size 2/0 60mm Straight Cutting needle (SCN) Box of 36 Foils or less	342	3650	1248300
193.	Volumetric Chamber (I.V Burette) Sterile Packs 100ml size	100 ml sterilized 60 drops per minute individually packed	95	2200	209000
194.	Tetanus immunoglobulin (human)	Vial of 1ml, 250 IU/ml, Packed in outer carton with leaflet.	5000	100	500000
195.	Water for injection 10 ml	Sterile Water for Injection, 10 ml Ampoule, Box of 100 Ampoules or less	8	36000	288000
196.	Disposable Insulin Syringe 1ml with needle - 1 ml – Piece	Disposable syringe 1 ml (insulin syringe) with needle. Blister pack. Pack of 100 or less. [Undertaking to the effect that the said item is manufactured from materials of Transparent Medical Grade].	7.5	38100	285750
197.	Disposable Syringe 1ml with needle (Blister Pack)—Piece	Disposable syringe 1 ml with needle and Luer- Lock/Slip. Blister Pack. Pack of 100 or less. [Undertaking to the effect that the said item is manufactured from materials of Transparent Medical Grade].	4.5	103000	463500
198.	Sterile Surgical Gloves Pairs 6 1/2, 7, 7 1/2	Sterilized Surgical Gloves (pair). Individually packed. Pack of 50 or less pairs. Sizes 6.5, 7.0 & 7.5.	30.89	65150	2012484
199.	Endotracheal tube (all sizes) Sterile Packs with cuff Set of 12	Endotracheal Tubes with Cuff. Individually sterile pack. All Sizes.	65	2530	164450
200.	Endotracheal tube (all sizes) Sterile Packs without cuff Set of 12	Endotracheal Tubes without Cuff. Individually sterile pack. All Sizes.	65	30	1950
201.	Nasogastric tube (all sizes) Sterile Packs ADULT / PAEDS	Nasogastric Feeding Tubes. Individually Sterile packed. All Sizes.	28	18000	504000
202.	Foley's catheter (all sizes) Sterile Packs All sizes	Foley's Catheters Two way Silicon Coated. Individually Sterile Packed. All Sizes.	65	23150	1504750
203.	Nelton Catheter Sterile Packs	Nelton Catheters. Individual Sterile Pack. All Sizes.	19	2100	39900
204.	Urine Bags Sterile Packs Adult / Paeds	Urine Bag (Adult) with no return valve and drainage outlet valve. Individually packed. Capacity 2000 ml Sterile.	35	3350	117250
205.	Disposable Airways Sterile Packs All sizes	Disposable Air Ways. Individually Sterile Packed. (All Sizes).	25	5300	132500
206.	Suction Catheter	Sterile Suction Catheter, All sizes	19	1300	24700
207.	Sterilized Cord Clamps Sterile Packs	Sterilized Cord Clump Plastic Disposable , Individually Packed in blister , Packed in master carton of 100 or less	6	26200	157200
208.	Spinal Needle Sterile Packs All Sizes	Sterilized Spinal Needles. Individually packed. All Sizes.	90	6300	567000
209.	Sterilized Surgical Blades Sterile Packs All Sizes	Sterilized Surgical blade Carbon Individually packed in Al. foil. All Sizes.	15	57300	859500
210.	Surgical Hypoallergenic Latex Free Breatheable Paper Tape 2.5 cm X 5 m	Surgical Hypoallergenic Latex Free Paper Tape. Spool of 2.5 cm x 4.5 m or 5 yards. Pack of 12 spools.	34	72300	2458200

211.	Surgical Hypoallergenic Latex Free Breatheable Paper Tape 5cm X 5 m	Surgical Hypoallergenic Latex Free Paper Tape. Spool of 5 cm x 4.5 m or yards. Pack of 6 spools.	65	11000	715000
212.	Examination Gloves Latex (S.M.L)	Ambidextrous Lightly Powdered Examination Gloves Latex All Size, per pair	3.5	595000	2082500

SECTION IV EVALUATION CRITERIA

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

1. <u>COMPULSORY PARAMETERS/KNOCKDOWN CRITERIA</u>:

).	PARAMETERS	DOCUMENTS		
1.	Computerized National Identification Card (CNIC) of CEO of	Attach Attested Copy		
	the firm			
2.	NTN and STRN	Attach Attested Copies		
3.	The bidder must be enlisted on the Active Tax Payer List	Attach proof		
	(ATL) available on Federal Board of Revenue (FBR) website			
4.	The firm undertakes that currently it is not	Attach Undertaking on Rs. 100 Judicial		
	blacklisted/debarred by any procuring agency.	Stamp Papers.		
5.	Sales Turnover/ Gross Revenue of the bidder must be above 250	Attach FBR document for the Financial		
	million PKR	Year 2016-17		
6.	Drug Manufacturing License	Valid drug manufacturing license issued by		
0.	Drug Manufacturing License	DRAP (Formerly known as MOH) for		
		Manufacturers.		
7.	Drug Registration Certificate (DRC)	Valid drug registration certificate issued by		
/.	Drug Registration certificate (DRe)	DRAP (Formerly known as MOH)		
8.	Quoted Product should not have less than one year of market	Will be verified from the DRC		
	experience.			
9.	Non Declaration of Spurious/Adulterated sample of quoted	Undertaking on Rs. 100 Judicial Stamp		
	item by DTLs of the Punjab/any competent lab since 1st January	Papers.		
	2017.	-		
10.	Specifications quoted in the technical offer will be verified	Samples (qty: 2 packs) of quoted items.		
	from samples provided with the bid. Product that comply 100%			
	with the advertised specifications and fulfill the requirements as			
	per labelling will be considered for evaluation.			
11.	Good Manufacturing Practices (GMP) Certificate.	Valid Good Manufacturing Practices (GMP)		
		Certificate issued by the Drug Regulatory		
		Authority of Pakistan (DRAP). Only those		
		products will be considered whose		
		manufacturing section will be GMP certified		
12.	Bidder will provide undertaking that its manufacturing unit has	by DRAP. Undertaking on Rs. 100 Judicial Stamp		
12.	sufficient production capacity to meet the schedule of	Papers.		
	requirements for all intended items	rapers.		
	requirements for all intended fields			

2. MARKING CRITERIA:

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

Sr. No.	Parameters	Detail			Total Marks	Remarks	
1.	Past Performance of the Bidder (Last two financial years i.e. 2016- 17 & 2017-18)	Major institutions (Government/ Semi-Government) served. Past performance, Contract Execution:		10	The firm will attach purchase orders along with relevant delivery challan of any		
		Sr#	No. of institutions served	Marks		Government/ Semi- Government	
		i.	Less than 5	0		institution/ registered	
		ii.	5 to 10	3		with Income-Tax Department.	
		iii.	11 to 15	6			
		iv.	16 to 20	9			
		v.	21 and above	10			
			More than one purchase order of seconsidered as one.	ame institute			
2.	Experience of			10	The firm will attach		
	quoted product	Sr#	No. of institutions served	Marks		purchase orders along with relevant delivery challan of quoted item in any Government/ Semi-Government institution/ registered with Income-Tax Department.	
		i.	Less than 5	0			
		ii.	5 to 10	3			
		iii.	11 to 15	6			
		iv.	16 to 20	9			
		v.	21 and above	10			
			More than one purchase order of seconsidered as one.	same institute			
3.	Availability of product in retail sector	Availability of product at major chain pharmacies having minimum 10 branches within Punjab (two marks for each chain & maximum 10 marks) - Specialized Hospital Items may be exempted from said requirement. In such cases Hospitals P.O will be considered maximum 10 Marks. Submission of signed and stamped inventory management sheet of Head Office of the chain pharmacy/ Invoice(s) from the authorized distributor issued to the chain pharmacy of the quoted item, from January 2017 to October 2018. Any false claim shall be considered as fraudulent practice. Unnecessary/ irrelevant document should not be part of bid.			10	Submission of signed and stamped inventory management sheet of head office of the chain pharmacy of the quoted item.	

4.	Credibility &					10	Attach relevant
4.	Certification of	7	Valid ISO 9001-2015 Certification	n/ Internal		10	documents
	Manufacturer	i. (Quality Management System (IQ		03		
		ı	Management System (QMS)				
			Valid ISO 14001 (Environment N	-			
		11	System (EMS) certificate)/ Waste Freatment Plant (attach copy of la		03		
			and SOPs)	71			
		I	nternational reputed certification				
			WHO/UNICEF/JpMHLW/UNF	PA/WFP/US	04		
			FDA/ PICS)				
5.	Financial status of Bidders				10	20	The bidder shall provide Income Tax
	of Bidders	i.	PKR 250 Million-PKR 500 Mill	on	10		Returns issued by
			More than PKR 500 Million- PK Million	R 1,000	15		FBR for the Financial
		iii	More than PKR 1,000 Million		20		Year 2016-17
6.	Technical and	The firm	n is required to submit relevant d	etails of tech	nical	15	The firm will provide
	managerial	staff as	per following details:				appointment letter and
	capabilities	Sr#	Staff Detail	Marks	Max		latest salary slip of the employees.
			Pharmacist/ Chemist in		5		
		i.	Production Department	1 x No.			
		ii.	Pharmacist/ Chemist in	1 x No.	3		
			Quality Assurance				
		iii.	Microbiologists	1 x No.	2		
		iv.	Pharmacist/ Chemist in	1 x No.	3		
			Quality Control				
		v	Pharmacist/Chemist in	1 x No.	2		
			Dispensing/ Warehouse				
			The mentioned technical staff shing in the premises at least from la				
			he date of submission of bids,	ist timee mon			
7.	Batch Quality					05	The firm will provide
, ,	History from		N 1 . 1 . 1 . 1 . 1 . 1	0.5			undertaking in this
	01.01.2017.		No batch substandard since 01.01.2017 of the quoted item	05			regard. The purchaser reserves the right to
			from any regulatory lab.				verify the claim.
		2	Batch substandard since	00			
			01.01.2017 of the quoted item				
			from any regulatory lab.				
			<i>3 & 3</i>				

8.	Local Market Experience	How many years the quoted product is being marketed in Pakistan?			15	Will be evaluated from the date of
		Sr #	Local Market Experience	Marks		registration of drug registration certificate issued by DRAP/MOH.
		i	1 to 2 year	05		
		ii.	Above 2 to 5 years	10		
		Iii	Above 5 years	15		
		Note	: Less than one year will not be cons	sidered		

Total Marks: 95

Qualifying Marks 65%

The financial bids of technically accepted bidders will be opened publicly at the time to be announced by the procuring agency and the financial bids found technically non-responsive shall be returned unopened to the respective bidders.

<u>Note:</u> The envelopes for the Financial Bid(s) shall be marked as "FINANCIAL PROPOSAL" (individually sealed envelope for EACH ITEM in a single main sealed envelope for all quoted items)

BID EVALUATION CRITERIA FOR THE PROCUREMENT OF DRUGS/MEDICINE.

(B) For Sole Agents

1. COMPULSORY PARAMETERS/KNOCKDOWN CRITERIA:

	Parameters	Documents	Yes	No
1.	Computerized National Identification	Attach Attested Copy		
	Card (CNIC) of CEO of the firm			
2.	NTN and STRN	Attach Attested Copies		
3.	The bidder must be enlisted on the	Attach proof		
	Active Tax Payer List (ATL)			
	available on Federal Board of			
_	Revenue (FBR) website.	And I II I I I		
4.	The firm undertakes that currently it	Attach Undertaking on Rs.		
	is not blacklisted/debarred by any procuring agency.	100 Judicial Stamp Papers.		
5.	Sales Turnover/ Gross Revenue of the	Attach FBR document for		
٥.	bidder must be above 150 million	the Financial Year 2016-17		
	PKR	the I manetar Tear 2010 17		
6.	Drug Sale License	Valid drug sales license for		
		importers.		
7.	Drug Registration certificate (DRC)	Valid drug registration		
		certificate issued by DRAP		
		(Formerly known as MOH)		
8.	Quoted Product should not have less	Will be verified from the		
0	than one year of market experience.	DRC		
9.	Non Declaration of	Undertaking on Rs. 100		
	Spurious/Adulterated sample of quoted item by DTLs of the	Judicial Stamp Papers.		
	Punjab/any competent lab since 1 st			
	January 2017.			
10.	Specifications quoted in the	Samples (qty: 2 packs) of		
	technical offer will be verified from	quoted items.		
	samples provided with the bid.			
	Product that comply 100% with the			
	advertised specifications and fulfill			
	the requirements as per labelling will			
1.1	be considered for evaluation.	Will Coll McColl		
11.	Good Manufacturing Practices (GMP) Certificate/Certificate of	Valid Good Manufacturing		
	Pharmaceutical Product (COPP)	Practices (GMP) Certificate/COPP issued by		
	i narmaceuticai i roduct (COFF)	the Regulatory Authority of		
		Country of Manufacturer.		
		Legalized and Notarized.		
12.	Valid Sole Agency	Attach required document		
	Certificate/Agreement/Authorization	bidder manufacturer		
	for quoted item(s)	relationship should not be		
		less than one year).		

2. MARKING CRITERIA:

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

SR#	PARAMETERS		DETAIL		TOTAL MARKS	REMARKS
1	Past Performance of the Bidder (Last two financial years i.e. 2016-17 &	Major institutions (Government/ Semi-Government) served. Past performance, Contract Execution:			10	The firm will attach purchase orders along with relevant delivery
	2017-18)	Sr#	No. of institutions served	Marks		challan of any Government/
		i.	Less than 5	0		Semi-
		ii.	5 to 10	3		Government institution/
		iii.	11 to 15	6		registered with Income-Tax
		iv.	16 to 20	9		Department.
		v.	21 and above	10		
			More than one purchase order of s considered as one.	ame institute		
2	Experience of quoted product				10	The firm will attach purchase
	quoteu product	Sr#	No. of institutions served	Marks		orders along with
		i.	Less than 5	0		relevant delivery challan of quoted
		ii.	5 to 10	3		item in any Government/
		iii.	11 to 15	6		Semi- Government
		iv.	16 to 20	9		institution/ registered with
		v.	21 and above	10		Income-Tax
			More than one purchase order of seconsidered as one.	ame institute		Department.
3	Availability of product in retail sector	Availability of product at major chain pharmacies having minimum 10 branches within Punjab (two marks for each chain & maximum 10 marks) - Specialized Hospital Items may be exempted from said requirement. In such cases Hospitals P.O will be considered maximum 10 Marks. Submission of signed and stamped inventory management sheet of Head Office of the chain pharmacy/ Invoice(s) from the authorized distributor issued to the chain pharmacy of the quoted item, from January 2017 to October 2018. Any false claim shall be considered as fraudulent practice. Unnecessary/ irrelevant document should not be part of bid.			10	Submission of signed and stamped inventory management sheet of head office of the chain pharmacy of the quoted item.
4	Bidder Manufacturer Relationship	#	ole Agent Manufacturer Relatio	S	10	Attach relevant documents
			to 2 year(s)	05		
			bove 2 to 5 years			
		A	bove 5 years	10		

5	Financial status of Bidders		PKR 150 Million-PKR 250 Million	10	20	The bidder shall provide Income
		ii.	More than PKR 250 Million- PKR 500 Million	15		Tax Returns issued by FBR
		iii.	More than PKR 500 Million	20		for the Financial Year 2016-17
						1eai 2010-17
6	Local Market Experience	How Pakis	many years the quoted product is being tan?	marketed in	15	Will be evaluated from the date of
	1	Sr #	Local Market Experience	Marks		registration of drug registration
		I	1 to 2 year	05		certificate issued by DRAP/MOH.
		iii.	Above 2 to 5 years	10		
			Above 5 years	15		
		Note	e: Less than one year will not be considered	,		
7	Batch Quality				05	The firm will
	History from	1	No batch substandard since 01.01.2017	05		provide
	01.01.2017.		of the quoted item from any regulatory			undertaking in
			lab.			this regard. The
		2	Batch substandard since 01.01.2017 of	00		purchaser reserves the right
			the quoted item from any regulatory			to verify the
			lab.			claim.

Total Marks: 80

Qualifying Marks 65%

The financial bids of technically accepted bidders will be opened publicly at the time to be announced by the procuring agency and the financial bids found technically non-responsive shall be returned unopened to the respective bidders.

<u>Note:</u> The envelopes for the Financial Bid(s) shall be marked as "FINANCIAL PROPOSAL" (individually sealed envelope for EACH ITEM in a single main sealed envelope for all quoted items)

BID EVALUATION CRITERIA FOR THE PROCUREMENT OF DRUGS/MEDICINE.

(C) For Non Drugs/ Medical Devices (For Local Manufacturer and Sole Agents)

1. Compulsory Parameters/Knockdown Criteria:

Sr. No.	Parameters	Documents	Yes	No
1.	Computerized National Identification Card (CNIC) of CEO of the firm	Attach Attested Copy		
2.	NTN and STRN	Attach Attested Copies		
3.	The bidder must be enlisted on the Active Tax Payer List (ATL) available on Federal Board of Revenue (FBR) website.	Attach proof		
4.	The firm undertakes that currently it is not blacklisted/debarred by any procuring agency.	Attach Undertaking on Rs. 100 Judicial Stamp Papers.		
5.	Drug Sale License/ Valid Manufacturing License (If applicable)/Establishment Certificate issued by DRAP (if applicable)	Attach relevant document		
6.	Drug Registration certificate (DRC)/ Provisional Enlistment Certificate issued by DRAP (if applicable)	Attach relevant document		
7.	Quoted Product should not have less than one year of local market experience.	Will be verified from the DRC or purchase orders		
8.	Non-Declaration of Spurious/Adulterated sample of quoted item by DTLs of the Punjab/any competent lab since 1 st January 2017. (If applicable)	Undertaking on Rs.100 Judicial Stamp Papers.		
9.	Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per labelling will be considered for evaluation.	Samples (qty: 2 packs) of quoted items.		
10.	Good Manufacturing Practices (GMP) Certificate/ ISO-13485	Valid Good Manufacturing Practices (GMP) Certificate/ ISO-13485		
11.	CE-MDD/ USFDA/ JpMHLW/ISO-10993 for medical devices	Attach relevant document		
12.	Valid Sole Agency Certificate/ Agreement/ Authorization for quoted item(s)	Attach required document bidder manufacturer relationship should not be less than one year).		
13.	Valid free sale certificate of quoted brand from the country of manufacturer.	Valid free sale certificate legalized/ notarized.		
14.	The bidder will undertake that the Good Distribution and Storage Practices are followed.	Undertaking on Rs.100 Judicial Stamp Papers.		

<u>Note:</u> The envelopes for the Financial Bid(s) shall be marked as "FINANCIAL PROPOSAL" (individually sealed envelope for EACH ITEM in a single main sealed envelope for all quoted items)

SECTION V BID FORM

BID COVER SHEET

Date					
Name of the Supplier/Firm Contractor:					

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

Signed:		
Dated:		
Official Stamp:		

Letter of Intention

Bid Ref No.
Date of the Opening of Bids

Name of the Firm :{ Add name e.g., Supply of Drugs & Non-Drugs etc}

To: [Name and address of Procuring Agency]

Dear Sir/Madam,

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

We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

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

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

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

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

We will pay the testing fee for samples collected from any supply of any district to be tested and will accept the results to testing by DTLs, Punjab.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 &19 of the bidding documents.

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

Signed:

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

BID FORM 2

AFFIDAVIT

(Judicial Stamp paper Rs.100/-)

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents and have fully understood and agreed with all the terms and conditions of the bidding document.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject Contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That the prices offered are not more than trade price.
- 9) I/We, further undertake that I/we will ready to pay the standard charges of testing samples by DTLs Punjab.
- 10)I/we further under take to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.

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

Signed:

In the capacity of [insert: title or position]

Duly authorized to sign this bid/affidavit for and on behalf of [insert: name of Bidder]

MANUFACTURER'S SOLE AUTHORIZATION¹

To: [Name & Address of the Procuring Agency]

WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby solely authorize [name and address of Supplier/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. [Reference of the Invitation to Bid] for the goods manufactured by us.

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

Signature:	
Designation:	
Official Stamp:	

¹This 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.

Price Schedule

User Note:

This form is to be filled in by the Bidder <u>for quoted items/products</u> and shall submit with Financial Proposal in individually sealed envelope for each item in a single main sealed envelope for all items.

If intended to quote for more than one item/product, a separate form should be used for each item/product intended to quote for.

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

	1 0						
Sr.	Name of	Quoted	Unit Price	No. of	Total	Discounts	Final Total
No.	the	Brand	(inclusive all	Units	Price	(if any)	Price
	tender		applicable				(Inclusive of
	Item		taxes if any +				all taxes if any)
			transportation				
			charges)				
1	2	3	4	5	6	7	8
					4*5		6-7
	TOTAL						

A) FINAL TOTAL PRICE:	
B) DISCOUNT ² :	
C) FINAL QUOTED PRICE:	(C=A-B)
Signature:	
Designation: Date: Official Stamp:	

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

BID FORM 5

Performance Guarantee

To: [Name & Address of the Procuring Agency]

Whereas [Name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Number] dated [date] to supply [description of goods] (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank <u>for the sum of Five (05)</u> % of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the	day of	, 201
Signature and Seal of the Guarantors	s/ Bank	
Address		
Data		

SECTION VI DRAFT STANDARD CONTRACT

Contract Form

AGREEMENT

THIS CONTRACT is made at	on	day of	201,	between	the
, (hereinafte	er referred to as the	"Purchase	r") of the Fir	st Part; and M	/s (firm
name) a firm registered under the law	s of Pakistan and hav	ing its regi	stered office	at (address of t	he firm)
(hereinafter called the "Supplier") of t	the Second Part (her	einafter ref	erred to indiv	vidually as "Par	ty" and
collectively as the "Parties").					

WHEREAS the Purchaser invited bids for procurement of goods, in pursuance whereof M/s (*firm name*) being the Manufacturer/ authorized sole agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and

Whereas, the Purchaser has accepted the bid by the Supplier as per following detail;

Item No.	Item Name	Approved Specification s	Unit Price in PKR (As per contract)	Quantit y	Total Cost (PKR)

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

- **1.** <u>The Contract:</u> The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:
 - a. This Contract Form

b. The Schedule of Requirements

Annex- A

c. Special Conditions of Contract & the Technical Specifications

Annex-B

d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder.

Annex- C

e. The Notification of Award (AAT)

Annex- D

f. Purchase Order

Annex-E

g. Payment Scheduleh. The General Conditions of Contract

Annex-F Annex-G

. . .

i. Performance Guarantee/Security

Annex-H

- j. Manufacturer's certificate of warranty under Drugs Act 1976/DRAP Act 2012 & rules framed thereunder

 Annex-I
- **k.** The bidding document of Procuring Agency

Annex-J

- **2. Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
- **3.** The Term of the Contract: This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.
- **4.** The Supplier declares as under:
 - i. [Name of the Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
 - ii. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee

- or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
- **iii.** [The Supplier] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- **iv.** [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
- v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, [The Supplier] agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten 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.
- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration mutually agreed by both parties/ Secretary P&SH Department and/or his nominee. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

5. <u>Items to be Supplied & Agreed Unit Cost:</u>

- (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).
- (ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item
- (iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.
 - **6. Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
 - **7. Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name].
 - **8.** Payment Schedule: All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.

9. <u>Performance Guarantee/Security:</u>

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

10. Penalties/Liquidated Damages

- (i) Wherein the Supplier fails to make deliveries as per signed contract& purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- (ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.

- (iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- (iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent contract/purchase order.
- (v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and after issuance of subsequent contract/purchase order by the consignee, a penalty @ 2% per month (0.067% per day) of the cost of late delivered supply shall be imposed upon the Supplier.
 - All notices and correspondences incidental to this contract shall be in English

11.	language and shall be addressed to:	pondences incluental to this contract shall be	e ili Eligiisi
	For the Purchaser:		
	For the Supplier:		
	NESS Whereof the Parties hereto have o	caused this Contract to be executed atl year first above mentioned.	_(the place)
Sign	ed/ Sealed: For The Manufacturer/ Authorized Agent.	Sealed & Signed on behalf of Purchaser	
VA/itm	nesses-1 on behalf of the Contractor	Witnesses-1 on behalf of the Purchaser	
<u>vv itii</u>	lesses-1 on behan of the Contractor	Withesses-1 on behan of the Furchaser	
<u>Witn</u>	nesses-2 on behalf of the Contractor	Witnesses-2 on behalf of the Purchaser	
C.C.			
1. 2.			
3.			

Schedule of Requirements

The supplies shall be delivered in accordance with the Contract/Purchase Orders issued by Procuring agency as per following schedule of requirements: -

Respective Consignee's End:

- i. CEO DHA Office
- ii. DHQs
- iii. THQs

Free delivery to Consignee's end (DDP) basis as per Annex-F.

Supply schedule	Delivery of Qty without Penalty	Grace Period
Immediately after Receiving of Purchase Order.	45 Days	15 Days
With penalty @0.067% per day.	After Completion of due delivery period specified against ear installment penalty 2 % per month (0.067% per day) shall imposed (In order to avail the grace period the firm shall requiprocuring agency in writing. If the delivery period of supplier exceeds beyond 60 days, the penalty shall imposed from 46th day onwards)	

<u>Special Conditions of the Contract</u> <u>& Technical Specifications</u>

a). Product Specifications.

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

b). Labeling and Packing

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

c) Additional instructions for packing

- i. The suppliers are required to furnish the Warranty certificate with regard to the potency and stability (Including coloration of medicines) of the Drug for human consumption etc. in accordance with the Drugs Act, 1976/DRAP Act 2012/Punjab Drugs (Amendments) Act 2017 & rules framed thereunder on judicial paper.
- ii. The bidder shall supply the Drugs/Medicines/Items in special green packing with Logo of the Government of Punjab (exempted for imported items). The following wording/insignia shall be printed in bold letters both in Urdu & English in indelible red color ink on each carton, pack, bottle, strip / blister, tubes, vial / ampoule etc. In combo Packs the sterilized water for injection / solvent shall bear the wording/insignia on the vial/ampoules etc.

"PUNJAB GOVERNMENT PROPERTY" "NOT FOR SALE"

d). Shelf life

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

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

- i. After delivery of drugs and medicines at the Purchaser's premises, the Consignee shall send the samples from all batches of each consignment of the supplied store to the Drugs Testing Laboratory, Punjab, for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods after receipt of standard quality report of each batch of supplied store issued by DTL concerned under Drugs Act 1976/DRAP Act 2012/ Punjab Drugs (Amendments) Act 2017 & rules framed thereunder. The cost of the lab tests shall be borne by the Supplier. The firm shall be bound to provide primary reference standard (s)/traceable secondary standard (s) to the concerned Drugs Testing Laboratories of Punjab as and when demanded. In case of secondary reference standard, the certificate of analysis and proof of traceability shall also be provided by the contractor.
- ii. In case of **Adverse/failure** report of any batch, the Supplier has the right to go for appellate laboratory. If it is again declared substandard, the Supplier will be intimated and they will be bound to re-supply the **entire fresh stock** of that batch **free of cost** within the reasonable time period to be intimated by the purchaser but not later than **21 days (three weeks)** from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory **Authority** for **legal action** as per Drugs Act 1976/DRAP Act 2012/Punjab Drugs (Amendments) Act 2017 and **disposal of substandard stocks**.
- iii. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

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

- i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.
- iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermolog data from factory to Consignee's end.

g) <u>Integrity Pact</u>

The Supplier shall provide affidavit of integrity pact for awarded item/items with contract value equal to or more than 10 Million Rupees on the prescribed format on judicial stamp paper of Value Rs:100/- as per Annexure-H.

ANNEX. C

PRICE SCHEDULE SUBMITTED BY THE BIDDER

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

NOTIFICATION OF AWARD/ ADVANCE ACCEPTANCE OF TENDER

PURCHASE ORDER

PAYMENT SCHEDULE

- i. 100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO) preferably be central;
 - **a.** against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.
 - **b.** on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.
- **ii.** Part Supply and Part Payment is not allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply as per schedule mentioned in schedule of requirement within due time.

General Conditions of Contract (GCC)

- **1. Definitions** 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
 - (c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods upto the desired destinations and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means Special Conditions of the Contract.
 - (g) "The Purchaser" means the Government of Punjab, , itself and Director General Health Services Punjab, Program Managers/Project Director of Vertical Programs, all EDOs (Health) & Medical Superintendents working under.
 - (h) "The Supplier" means the individual or firm supplying the goods under this Contract.
 - (i) "Day" means calendar day.
- **2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed

- by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

4. Standards

- 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- 4.3 If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Purchaser) the price difference shall be paid by the Supplier.
- 4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser's premises, burning, dumping, or incineration.

5. Use of Contract 5.1 Documents and Information.

- .1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all thirdparty claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

7. Submission of Samples

7.1 Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.

8. Ensuring storage arrangements

8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.

9. Inspections and Tests

- 9.1 The Purchaser or its representative shall have the right to inspect and / or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- 9.2 All costs associated with testing shall be borne by the Supplier.
- 9.3 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.

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

10. Delivery and Documents

- 10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
- 10.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- 10.3 The goods supplied under the Contract shall be delivered on free delivery of consignee's end basis under which risk is transferred to the buyer after the Goods having been delivered;

11. Insurance

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

12.Transportatio n

12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement/bidding document.

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

13. Incidental Services

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

14. Warranty

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

14.2 SCC.

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

15. Payment

- 15.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
- 15.2 The currency of payment shall be Pakistan Rupees.

16. Prices

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

17. Contract Amendments

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

18. Assignment

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

19. Subcontracts

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

20.Delays in the Supplier's Performance

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

20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment

20.3 to the Contract.

Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall

render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.

21. Termination for Default

- 21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
 - (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the signed contract, and subsequent contract/Purchase order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

"the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:

- (i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

- (iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

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

- 21.2 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;
 - i. Submission of false fabricated / forged documents for procurement in tender.
 - ii. Not attaining required quality of work.
 - iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
 - iv. Non execution of work as per terms & condition of contract.
 - v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
 - vi. Involvement in any sort of tender fixing.
 - vii. Persistent and intentional violation of important conditions of contract
 - viii. Non-adherence to quality specification despite being importunately pointed out.
 - ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

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

22.Force Majeure 22.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its

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

22.2 earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all

22.3 reasonable alternative means for completion of the purchase order under the signed contract and inform the Supplier of its findings promptly.

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

23. Termination for Insolvency

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

24. Arbitration and Resolution of Disputes

- 24.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 24.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 24.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

25. Governing Language

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

specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

26. Applicable Law

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

27. Notices

- 27.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
- 27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

28.Taxation

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

29. Blacklisting Mechanism

- 29.1 The procuring agency may, on information received from any resource, issue show cause notice to a bidder or contractor.
- 29.2 The show cause notice shall contain:
 - (a) precise allegation, against the bidder or contractor;
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or contractor from participating in any public procurement of the procuring agency; and
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 29.3 The procuring agency shall give minimum of seven days to bidder or contractor for submission of written reply of the show cause notice.
- In case, the bidder or contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
- 29.5 In case the bidder or contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 29.6 The procuring agency shall give minimum of days to the bidder or contractor for appearance before the specified officer of the procuring agency for personal hearing.
- 29.7 The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- 29.8 The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 29.9 The procuring agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the

- bidder or contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
- 29.10The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
- 29.11 If the procuring agency wants the Authority to debar the bidder or contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
- 29.12 The Authority shall immediately publish the information and decision of blacklisting on its website.
- 29.13 In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
- 29.14 In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
- 29.15 In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
- 29.16 The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
- 29.17 An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

INTEGRITY PACT

AFFIDAVIT (Rs: 100/- Judicial Stamp Paper)

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms.
(if participating through agent / representative) is the agent/ representative duly
authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the
attached bid to the $_(Name\ of\ the\ Purchaser)\$ Affiant further states that the said M/s (Bidding
Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line
officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly
or indirectly, for special consideration in the letting of the contract, or for giving undue advantage
to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or
for refraining from properly and thoroughly maintaining projects implementations, reporting
violation of the contract specification or other forms of non-compliance.
Signature & Stamp
Subscribed and sworn to me this day of 20
Notary Public