



THQ HOSPITAL CHICHAWATNI
P&S Healthcare Department
Government of Punjab

THQ HOSPITAL CHICHAWATNI



BIDDING DOCUMENT

Tender No: THQCCW/PROC/03/08/2017

Procurement of Medicines & Disposables

THQ Hospital Chichawatni

APRIL, 2017



THQ HOSPITAL CHICHAWATNI
P&S Healthcare Department
Government of Punjab

Invitation for Bids

Dated: 29th April, 2017

1. Tehsil Head Quarter Hospital Chichawatni, is inviting quotations for supply of following items:

Sr. No.	Name of Medicine	Dosage Form	Potency/Specifications	Qty.	Bid Security (PKR)
1	Pralidoxime Methyl Sulphate	Injection	200 mg/ml-Ampoule	5	12
2	Naloxone (dihydrochloride)	Injection	0.4 mg/ml - Ampoule	200	180
3	Neostigmine (methyl sulfate)	Injection	2.5mg/ml	500	315
4	Endotracheal Tubes	Disposable	(All Sizes) -- Piece	500	675
5	Charcoal Activate	Powder	25 Gram	10	15
6	Suxamethonium (chloride)	Injection	100 mg/2ml-Ampoule	500	562.5
7	Glycerin	Suppository	70.0% w/w	600	27
8	Nelaton Catheters	Disposable	(all sizes) - Piece	200	180
9	Methylated Spirit Bottle	Topical Solution	450ml	500	600
11	Disposable Syringe	Disposable	50/60ml with Central Nozzle or Catheter Tip 50/60ml - Piece	100	75
12	Magnesium Sulphate	Injection	40mg/ml	100	45
13	Potassium Chloride	Solution	20mg/25ml	100	30
14	Examination Gloves Standard size	Disposable	Pack of 100 - Piece	100	675
15	Polymyxin B (Sulphate) + Bacitracin Zinc	Skin Ointment	10000 unit	500	600
16	Bicarbonate Solution	Solution	Bicarb A & B	1500	7875
17	Ketamine	Injection	50mg/ml (5ml)	100	180
18	Polymyxin B (Sulphate) + Bacitracin Zinc	Eye Ointment	10000 unit	500	157.5
19	Spironolactone	Tablets	100mg	500	45
20	Vitamin K	Injection	10mg/ml	300	22.5
21	Face Mask	Disposable	3 Ply Piece	50	7.5
22	½ Normal Saline	Infusion	0.0045- 100 ml	1000	1050
23	ARV	Injection	20 IU/ Kg of body Weight	1,250	15000
24	Diazepam	Injection	10mg/2ml	1000	600
25	Methyldopa	Tablet	250mg	1000	90
26	Benzyl Benzoate	Lotion	0.25w/v	1000	300
27	Dexamethasone (disodium phosphate)	Tablet	0.5 mg	10,000	150
28	Diasafe Filters	Filters	N/A	100	300
TOTAL BID SECURITY (PKR)					29,769



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2. THQ Hospital Chichawatni now invites sealed bids from eligible bidders/Manufacturers, authorized and having a valid licence for Sales & Service Dealers for the supply of above mentioned items.
3. Bidding shall be conducted through Open Competitive Bidding (Single Stage-Double Envelope) procedures specified in the Punjab Procure Rules PPRA 2014 (amended Mar 2017), and is open to all eligible bidders as defined in the bidding document
4. Interested eligible bidders may obtain bidding documents and further information from the Office of Medical Superintendent, THQ Hospital Chichawatni or download from Punjab PPRA website: www.ppra.punjab.gov.pk and THQ Hospital Chichawatni website: www.thqchichawatni.gop.pk
6. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Bidding Documents.
7. Sealed Bids must be delivered to the above office **on or before 02:00 p.m. on 20th May** and must be accompanied by a **Bid Security as mentioned above** in the form of CDR/Pay Order/Demand Draft.
- 8. Bids will be opened in the presence of bidders' representatives who choose to attend at 02:30 pm. in the Office of Medical Superintendent, THQ Hospital Chichawatni on the same date.**
9. The bidders are requested to give their best and final prices as no negotiations are expected.
10. Taxes will be deducted as per applicable government rules. NTN and Sales Tax registration certificate must be provided.
11. For obtaining any further information or clarifications, please contact the person named below:

MEDICAL SUPERINTENDENT
THQ Hospital Chichawatni
P&S Healthcare Department
Government of the Punjab
Ph: 0334-2249922
Email: thqccwproc@gmail.com



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Part-I

Section I

Instruction to Bidders

A. Introduction		
1. Source of Funds	1.1	The Procuring Agency, THQ Hospital Chichawatni intends to apply a portion of its regular Budget to eligible payments under the contract for which this Invitation for Bids are Issued
2. Eligible Bidders	2.1	This Invitation for Bids is open to all suppliers, except as provided hereinafter.
	2.2	Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government
	2.3	Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA)
3. Cost of Bidding	3.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as —the Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
B. The Bidding Documents		
4. Contents Of Bidding Documents	4.1	The Medicines & Disposables required, 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)
		(b) Bid Data Sheet
		(c) Schedule of Requirements
		(d) Technical Specifications
		(e) Bid Submission Form
		(f) Manufacturer's Authorization Form



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		(g) Price Schedules
		(h) Contract Form
		(i) Performance guarantee Form
		(j) General Conditions of Contract (GCC)
		(k) Special Conditions of Contract (SCC)
	4.2	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 will be at the Bidder's risk and may result in the rejection of its bid.
5. Clarification Of Bidding Documents	5.1	A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the will respond in writing to any request for clarification of the Purchaser's address indicated in ITB Clause 1.4. The Purchaser bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. (including an explanation of the query but without identifying the source of inquiry). Written copies of the Purchaser's response will be sent to all prospective bidders that have received the bidding documents.
6. Amendment of Bidding Documents	6.1	At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
	6.2	All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
	6.3	In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.



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C. Preparation of Bids		
7. Language of Bid	7.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
8. Documents Comprising Bid	8.1	The bid prepared by the Bidder shall comprise the following Components:
		(a) a Bid Form and a Price Schedule completed completely.
		(b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
		(c) documentary evidence established that medicines & disposables to be supplied by the Bidder are eligible and conform to the bidding documents; and
		(d) bid security furnished in accordance with ITB Clause 4.1.
9. Bid Form	9.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Medicines & Disposables to be supplied, a brief description of the Medicines & Disposables, and their quantity, and prices.
10. Bid Prices	10.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of Medicines & Disposables it proposes to supply under the contract.
	10.2	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices .
	10.3	The Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
	10.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.



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11. Bid Currencies	11.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
12. Documents Establishing Bidder's Eligibility and Qualification	12.1	The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
	12.2	The documentary evidence of the Bidder's eligibility to establish to the Purchaser's satisfaction that the Bidder, at the bid shall time of submission of its bid, is eligible as defined under ITB Clause 3.1 and 3.2.
	12.3	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's Satisfaction:
		(a) that, in the case of a Bidder offering to supply Medicines & Disposables under the contract which the Bidder did not manufacture or otherwise produce, the Bidder hold a valid licence & authorization to supply Medicines & Disposables in Pakistan;
		(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.
		(c) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
13. Documents Establishing Medicines & Disposables' Eligibility and Conformity To Bidding Documents	13.1	The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bid, documents establishing the eligibility and conformity to supply under the contract.
	13.2	The documentary evidence of the conformity of Medicines & Disposables to the bidding documents may be in the form of literature, drawings and data and shall consist of:
		(a) a detailed description of the essential technical and other characteristics of Medicines & Disposables;
		(b) a list giving full particulars, including available sources and current prices of Medicines & Disposables or a period to be specified in the Bid Data Sheet, following commencement of the use of Medicines & Disposables by the Purchaser; and



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		(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Medicines & Disposables to those specifications, or a statement of deviations and exceptions to the provisions of The Technical Specifications
14. Bid Security	14.1	Pursuant to ITB Clause 4.1, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
	14.2	The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.
	14.3	The bid security shall be in Pak. Rupees and shall be in one of the following forms:
		(a) Bank call-deposit (CDR)/Demand Draft (DD)/Pay Order (PO) valid for thirty (30) days beyond the validity of bid.
	14.4	Any bid not secured in accordance with ITB Clauses 4.1 will be rejected by the Purchaser as nonresponsive.
	14.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity.
	14.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, and furnishing the performance security.
	14.7	The bid security may be forfeited:
		(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
		(b) in the case of a successful Bidder, if the Bidder fails:
	(i) to sign the contract in accordance; or	
	(ii) to furnish Performance Guarantee.	
15. Period Of Validity Of Bids	15.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, as mentioned in ITB Clause 4.3. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.



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	15.2	In Exceptional Circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). A Bidder may refuse the request without forfeiting its bid security.
	15.3	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.
16.Format and Signing Of Bid	16.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each —ORIGINAL BID and —COPY OF BID, as appropriate. In the event of any discrepancy between them, the original shall govern.
	16.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.
	16.3	Any interlineation, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.
	16.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
D. Submission of Bids		
17. Sealing and Marking Of Bids	17.1	The Bidder shall seal the original and each copy of the bid in envelopes.
	17.2	The inner and outer envelopes shall:
		(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
		(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: —DO NOT OPEN BEFORE, to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 6.3.



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	17.3	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 —late.
	17.4	If the outer envelope is not sealed and marked, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
18. Deadline For Submission of Bids	18.1	Bids must be received by the Purchaser at the address specified under ITB Clause 6.2 no later than the time and date specified in the Bid Data Sheet.
	18.2	The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
19. Late Bids	19.1	Any bid received by the Purchaser officer after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.
20. Modification and Withdrawal Of Bids	20.1	The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.
	20.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and then dispatched. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
	20.3	No Bid may be modified after the deadline for submission of bids
	20.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.
E. Opening and Evaluation of Bids		
21. Opening Of Bids by the Purchaser	21.1	The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.



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	21.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.
	21.3	Bids (and modifications sent) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders. The Purchaser will prepare minutes of the bid opening.
	21.4	The Purchaser will prepare minutes of the bid opening.
22. Clarification Of Bids	22.1	During evaluation of the bids, the Purchaser 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.
23.Preliminary Examination	23.1	The Purchaser will 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.
	23.2	Arithmetical errors will be rectified on the following basis. 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
	23.3	The Purchaser 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.



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	23.4	Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
	23.5	If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
24. Qualification & Evaluation Of Bids	24.1	In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 3.1 & 3.2.
	24.2	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 3.1 & 3.2, as well as such other information as the Purchaser deems necessary and appropriate.
	24.3	The Purchaser will technically evaluate and compare the bids which have been determined to be substantially responsive.
	24.4	The Purchaser's financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.
25. Alternate	25.1	Quality & Cost-based Selection: The following merit point system for weighing evaluation factors can be applied if specified in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.
		<i>[In the Bid Data Sheet, choose from the range of]</i>
		Price of the Medicines & Disposables 60 to 90
		Quality, & technology 0 to 20
		Performance and productivity 0 to 20
	Standardization 0 to 20	



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		Projected life-cycle cost	0 to 20
		Operating and maintenance costs	0 to 20
		Cost of Packaging and after-sales-service	0 to 20
		Total	100
		The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.	
26. Contacting the Purchaser	26.1	No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.	
	26.2	Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.	
F. Award Of Contract			
27. Award Criteria	27.1	The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.	
28. Purchaser's Right To Vary Quantities at Time Of Award.	28.1	The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of Medicines & Disposables and services originally specified in the Schedule of Requirements without any change in unit price or other terms & conditions.	
29. Purchaser's Right To Accept or Reject All Bids	29.1	The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser's action.	
30. Notification of Award	30.1	Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.	
	30.2	The notification of award will constitute the formation of the Contract.	



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	30.3	Upon the successful Bidder's furnishing of the performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.
31. Signing of Contract	31.1	At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties
	31.2	Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
32. Performance Guarantee	32.1	Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance guarantee, in accordance with the Conditions of Contract, in the Performance guarantee Form provided in the bidding documents, or in another form acceptable to the Purchaser.
	32.2	The Performance Guarantee shall be returned to the supplier after successful completion of the Warranty period in true spirit.
33. Corrupt Or Fraudulent Practices	33.1	The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of Provision, the terms set forth below are defined as follows:
		(i) —corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
		(ii) —fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,
		(iii) —collusive practice is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;
		(b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;



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	(c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.
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Part-I

Section II. Bid Data Sheet

The following specific data for the Medicines & Disposables to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Procuring Agency: THQ Hospital Chichawatni, Primary and Secondary Healthcare Department, Punjab
ITB 1.2	Name of Contract: Supply of Medicines & Disposables
ITB 1.3	Name of Purchaser: Medical Superintendent, THQ Hospital Chichawatni.
ITB 1.4	For clarification purposes, the Employer's address is: THQ Hospital Chichawatni, Thesil Chichawatni, District: Sahiwal. Requests for clarification shall be received by the Employer no Later than 20th May, 2017 on: thqccwproc@gmail.com Phone Number: 0334-2249922
ITB 1.5	Language of the bid – English
Bid Price and Currency	
ITB 2.1	The price quoted shall be Delivered Duty Paid at THQ Hospital Chichawani including delivery Charges
ITB 2.2	The price shall be in Pak Rupees and shall be fixed.
Preparation and Submission of Bids	
ITB 3.1	a. Valid Licence for Supply of Medicines & Disposables
	b. NTN and GST Registration Certificate



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ITB 3.2	Audited Balance Sheet or Bank Statement for the last 2 financial years (up to Mar 2017).
ITB 3.3	A certificate from the dealer that all Medicines & Disposables to be supplied are easily available in Pakistan in the local market.
Amount of Bid Security	
ITB 4.1	Procurement of Medicines & Disposables: Bid Security PKR- 29,769/-
ITB 4.2	Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of Medical Superintendent, THQ Hospital Chichawatni, having its validity 90 days from the date of opening of bid.
ITB 4.3	Bid Validity Period: 90 days after the date of opening of bid.
ITB 4.4	Number of Copies: Original along with one Copy of the bid. Bids must be accompanied by unit price and total price
Title & Number	
ITB 5.1	Supply of Medicines & Disposables THQ CCW/PROC/03/08/2017
Bid Submission	
ITB 6.1	Deadline for Bid Submission: 20th May (2pm)
ITB 6.2	Address for Bid Submission: Medical Superintendent, THQ Hospital Chichawatni, Tehsil: Chichawtani, District: Sahiwal
ITB 6.3	Time, Date, and Place for Bid Opening: On 20th May 2017 at 2:00 pm at Office of Medical Superintendent, THQ Hospital Chichawatni
Bid Evaluation	
ITB 7.1	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder.
ITB 7.2	The Drugs / Medicines shall be accompanied by the necessary warranty (on judicial paper) in accordance with the provision of the Drugs Act, 1976 and rules framed there under. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
Contract Award	
ITB 8.1	As per PPRA Punjab Rules 2014 (amended Mar 2017).



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Part I

Section III. Schedule of Requirements

The delivery schedule expressed as weeks stipulates hereafter a delivery date which is the date of delivery required.

TABLE 1 DELIVERY SCHEDULE

Serial No.	Location	Item	Qty.	Delivery Period from the date of Notification of Award
1	THQ Hospital Chichawatni	Pralidoxime Methyl Sulphate	5	4-6 Weeks
2	THQ Hospital Chichawatni	Naloxone (dihydrochloride)	200	4-6 Weeks
3	THQ Hospital Chichawatni	Neostigmine (methyl sulfate)	500	4-6 Weeks
4	THQ Hospital Chichawatni	Endotracheal Tubes	500	4-6 Weeks
5	THQ Hospital Chichawatni	Charcoal Activate	10	4-6 Weeks
6	THQ Hospital Chichawatni	Suxamethonium (chloride)	500	4-6 Weeks
7	THQ Hospital Chichawatni	Glycerin	600	4-6 Weeks
8	THQ Hospital Chichawatni	Nelaton Catheters	200	4-6 Weeks
9	THQ Hospital Chichawatni	Methylated Spirit Bottle	500	4-6 Weeks
11	THQ Hospital Chichawatni	Disposable Syringe	100	4-6 Weeks
12	THQ Hospital Chichawatni	Magnesium Sulphate	100	4-6 Weeks
13	THQ Hospital Chichawatni	Potassium Chloride	100	4-6 Weeks
14	THQ Hospital Chichawatni	Examination Gloves Standard size	100	4-6 Weeks



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15	THQ Hospital Chichawatni	Polymyxin B (Sulphate) + Bacitracin Zinc	500	4-6 Weeks
16	THQ Hospital Chichawatni	Bicarbonate Solution	1500	4-6 Weeks
17	THQ Hospital Chichawatni	Ketamine	100	4-6 Weeks
18	THQ Hospital Chichawatni	Polymyxin B (Sulphate) + Bacitracin Zinc	500	4-6 Weeks
19	THQ Hospital Chichawatni	Spironolactone	500	4-6 Weeks
20	THQ Hospital Chichawatni	Vitamin K	300	4-6 Weeks
21	THQ Hospital Chichawatni	Face Mask	50	4-6 Weeks
22	THQ Hospital Chichawatni	½ Normal Saline	1000	4-6 Weeks
23	THQ Hospital Chichawatni	ARV	1,250	4-6 Weeks
24	THQ Hospital Chichawatni	Diazepam	1000	4-6 Weeks
25	THQ Hospital Chichawatni	Methyldopa	1000	4-6 Weeks
26	THQ Hospital Chichawatni	Benzyl Benzoate	1000	4-6 Weeks
27	THQ Hospital Chichawatni	Dexamethasone (disodium phosphate)	10,000	4-6 Weeks
28	THQ Hospital Chichawatni	Diasafe Filters	100	4-6 Weeks

Note. Quantities can be increased/decreased as per requirement. The above mentioned equipment shall be completely installed at the location which will be identified by **THQ Hospital CHICHAWATNI** in all aspects with installation, testing & commissioning.



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CRITERIA FOR TECHNICAL EVALUATION OF THE TENDER

The quotation /bid who secure 65% marks will qualify for the competition.

Sr. No.	Parameter	Weight age
1	Business volume	25%
2	Age of Company/Firm	15%
3	Financial strength of the vender	25%
4	Human Resources Strength	15%
5	Relevant experience	20%
TOTAL		100%



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Part-I
Section IV. Technical Specifications
Medicines & Disposables

EVALUATION CRITERIA FOR GENERAL MEDICINES		
1	Physical report	40
i	Complies with Official Books (BP/USP etc/ Complies with Manufacturer's Specifications	20
ii	Quality of Printing, Packing / Packaging & Labeling	10
iii	Submission of complete Drug Specification proforma	10
2	Past Experience Of Bidder	20
3	Financial Position Status	40
i	Income Tax return/any other proof of Income Tax paid for last two years	20
ii	Financial Bank soundness certificate	20
Total:		100

EVALUATION CRITERIA FOR DISPOSABLES		
1	Physical report	40
i	Quality of Printing, Packing / Packaging & Labeling	20
ii	Submission of complete Drug Specification proforma	10
2	Physical Examination of Syringe by Technical	20
i	Sharpness of needle.	
ii	Plunger positive/negative pressure.	
3	Past Experience Of Bidder	20
4	Financial Position Status	20
i	Income Tax return/any other proof of Income Tax paid for last two years	10
ii	Financial Bank soundness certificate	10
Total:		100



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Part-I Section V. Bidding Forms

1. Bid Submission Form

Date: _____
No: _____

To,
The Medical Superintendent,
THQ Hospital CHICHAWATNI

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of Medicines & Disposables and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the Medicines & Disposables in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 2% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under ITB Clause 4.3 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



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2. Price Schedules

Sr.	Item	Dosage Form	Potency/ Specification	Brand/ Manufacturer	Qty	Unit Price (Rs.)	Total Amount (Rs.)
1	Pralidoxime Methyl Sulphate	Injection	200 mg/ml- Ampoule		5		
2	Naloxone (dihydrochloride)	Injection	0.4 mg/ml - Ampoule		200		
3	Neostigmine (methyl sulfate)	Injection	2.5mg/ml		500		
4	Endotracheal Tubes	Disposable	(All Sizes) -- Piece		500		
5	Charcoal Activate	Powder	25 Gram		10		
6	Suxamethonium (chloride)	Injection	100 mg/2ml- Ampoule		500		
7	Glycerin	Suppository	70.0% w/w		600		
8	Nelaton Catheters	Disposable	(all sizes) - Piece		200		
9	Methylated Spirit Bottle	Topical Solution	450ml		500		
11	Disposable Syringe	Disposable	50/60ml with Central Nozzle or Catheter Tip 50/60ml - Piece		100		
12	Magnesium Sulphate	Injection	40mg/ml		100		
13	Potassium Chloride	Solution	20mg/25ml		100		
14	Examination Gloves Standard size	Disposable	Pack of 100 - Piece		100		
15	Polymyxin B (Sulphate) + Bacitracin Zinc	Skin Ointment	10000 unit		500		
16	Bicarbonate Solution	Solution	Bicarb A & B		1500		
17	Ketamine	Injection	50mg/ml (5ml)		100		



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18	Polymyxin B (Sulphate) + Bacitracin Zinc	Eye Ointment	10000 unit		500			
19	Spironolactone	Tablets	100mg		500			
20	Vitamin K	Injection	10mg/ml		300			
21	Face Mask	Disposable	3 Ply Piece		50			
22	½ Normal Saline	Infusion	0.0045- 100 ml		1000			
23	ARV	Injection	20 IU/ Kg of body Weight		1,250			
24	Diazepam	Injection	10mg/2ml		1000			
25	Methyldopa	Tablet	250mg		1000			
26	Benzyl Benzoate	Lotion	0.25w/v		1000			
27	Dexamethasone (disodium phosphate)	Tablet	0.5 mg		10,000			
28	Diasafe Filters	Filters	N/A		100			
TOTAL AMOUNT (Rs.)								

Note:

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. The supplier has to provide the following free of cost:
 - i. Pharmacokinetics/Pharmacodynamics Manual.
 - ii. Provide colour picture/samples of all quoted items with detail specifications on company letter head and also provide brochures published by company/manufacturer(if available)



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Part-II

Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of _____ 20_____ between *[name of Purchaser]* (hereinafter called —the Purchaser) of the one part and *[name of Supplier]* of (hereinafter called —the Supplier) of the other part:

WHEREAS the Purchaser invited bids for certain Medicines & Disposables and ancillary services, viz., *[brief description of Medicines & Disposables and services]* and has accepted a bid by *[contract price in words and figures]* the Supplier for the supply of those Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. 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 Medicines & Disposables and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Medicines & Disposables and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)



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2. Performance Guarantee Form

To:

The Medical Superintendent,
 THQ Hospital Chichawatni

WHEREAS *[name of Supplier]* (hereinafter called —the Supplier) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of Medicines & Disposables and services]* (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 reputable bank for the sum specified therein as guarantee 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 _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution] _____

[address]

[date]



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Part-II

Section II. General Conditions of Contract

1. Definitions 1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) —The Contract¹ means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) —The Contract Price¹ means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) —The Medicines & Disposables¹ means all of the items, drugs, disposables, land/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) —The Services¹ means those services ancillary to the supply of the Medicines & Disposables, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) —GCC¹ means the General Conditions of Contract contained in this section.
- (f) —SCC¹ means the Special Conditions of Contract.
- (g) —The Purchaser¹ means the organization purchasing the Medicines & Disposables, as named in SCC.
- (h) —The Purchaser's country¹ is Islamic Republic of Pakistan.
- (i) —The Supplier¹ means the individual or firm supplying the



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Medicines & Disposables and Services under this Contract.

(j) —The Project Site, where applicable, means the place or places named in SCC.

(k) —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. Country of Origin

3.1 For purposes of this Clause, —origin means the place where the Medicines & Disposables were mined, grown, or produced, or from which the Services are supplied.

3.2 The origin of Medicines & Disposables and Services is distinct from the nationality of the Supplier.

4. Standards conform to the

4.1 The Medicines & Disposables supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Medicines & Disposables' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such Performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.



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- 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.
- 5.4 The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Medicines & Disposables or any part thereof.

7. Performance Guarantee

- 7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance guarantee in the amount specified in SCC.
- 7.2 The proceeds of the performance guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance guarantee shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) a cashier's or certified Payment Order/Demand Draft/Bank Guarantee.
- 7.4 The performance guarantee will be discharged by the Purchaser and returned to the Supplier not before the successful completion of warranty period in true spirit.



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**8. Inspections
and Tests**

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Medicines & Disposables to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Medicines & Disposables' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Medicines & Disposables fail to conform to the Specifications, the Purchaser may reject the Medicines & Disposables, and the Supplier shall either replace the rejected Medicines & Disposables or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Medicines & Disposables after the Medicines & Disposables' arrival in Pakistan shall in no way be limited or waived by reason of the Medicines & Disposables having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Medicines & Disposables' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

& Disposables as is

9.1 The Supplier shall provide such packing of the Medicines & Disposables as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The



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packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Medicines & Disposables' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents 10.1 Delivery of the Medicines & Disposables shall be made by the Supplier in accordance with the terms specified in the Schedule of

Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

- 10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance 11.1 The Medicines & Disposables supplied under the Contract shall be delivered duty

paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility.

12. Transportation 12.1 The Supplier is required under the Contract to transport the

Medicines & Disposables to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.



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13. Incidental Services
 specified

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any,

in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Medicines & Disposables;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Medicines & Disposables;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Medicines & Disposables;
- (d) performance or supervision or maintenance and/or repair of the supplied Medicines & Disposables, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Medicines & Disposables.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Medicines & Disposables, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:



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including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

15. Warranty 15.1 The Drugs / Medicines shall be accompanied by the necessary warranty (on judicial paper) in accordance with the provision of the Drugs Act, 1976 and rules framed there under. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

16. Payment 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

17. 16.2 The Supplier's request(s) for payment shall be made to Purchaser in writing, accompanied by an invoice describing, as Appropriate, the Medicines & Disposables delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.



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- 17. Prices**
- 17.1 Prices charged by the Supplier for Medicines & Disposables delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.
- 18. Change Orders**
- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Medicines & Disposables to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments**
- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.



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- 20. Assignment** 20.1 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.
- 21. Subcontracts** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance** 22.1 Delivery of the Medicines & Disposables and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Medicines & Disposables and performance of Services, 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 or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages** 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Medicines & Disposables or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the



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Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Medicines & Disposables or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination
 Default**

24.1 The Purchaser, without prejudice to any other remedy for breach for 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 of the Medicines & Disposables within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; 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 practice^{ll} means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

—fraudulent practice^{ll} means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice 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.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such



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terms and in such manner as it deems appropriate, Medicines & Disposables or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Medicines & Disposables or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, —Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.



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**27. Termination
for
Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Medicines & Disposables that are complete and ready for shipment within thirty

(30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Medicines & Disposables, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Medicines & Disposables and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of
Disputes**

28.1 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.

28.2 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 for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.

**29. Governing
Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, 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 the same language



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- 30. Applicable Law** 30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 31. Notices** 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties** 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Medicines & Disposables to the Purchaser.

33. Testing

The samples shall be collected for analysis and send to DTL, Punjab. The samples drawn for Drug Testing are to be replaced by the firm at the time of supply as per rules failing which THQ HOSPITAL CHICHAWATNI will not be responsible for delay in payment. Testing charges of samples against the supplies will be borne by the supplying firms irrespective of the result of sample.

A certificate should be furnished by the tenderers that they will be responsible for the free provision of new stock if the same are found to be substandard or at variance with the specifications give in the tender inquiry. Stock of a specifications superior to the one specified in the tender inquiry shall, however, be considered.

If the Medicines & Disposables are found sub-standard by the end users or by the Drug Testing Laboratory Punjab, the entire stock will be confiscated and destroyed and purchase will be made from the market on risk and cost of the firm or the order will be given to the second lowest. The firm shall also be liable to other punitive actions including black listing as well as department reserves the right to cancel the supply order

In case the payment is released to the firm and DTL declares the stocks substandard, the firm shall be bound to replace the stocks without any further payment. The stocks declared substandard will be confiscated and destroyed. The firm will have to provide the following as and when required/requested.



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- a) Assay procedure of any/all products.
- b) Reference standard.
- c) Evidence of Bio-availability/Bio-equivalence for any/all products.
- d) Evidence of basis for expiration dating and other stability data concerning commercial/final packing.

7. Delivery and Documents.

a) The Supplier shall provide the following documents at the time of delivery of goods to Consignee' end for verification and onward submission to quarter concerned, duly completed in all respect for payment.

(i) Original copies of Delivery Note / Challan (in duplicate) in the name of In charge Medical Superintendent, THQ HOSPITAL CHICHA WATNI where delivery is to be made, item's description, batch No(s), Registration No, manufacturing and expiry date and quantity.

(ii) Original copies of the Supplier's invoices (in duplicate) showing warranty, in the name of Commissioner THQ HOSPITAL CHICHA WATNI, Head Office, item's description, Batch No, Registration No, manufacturing and expiry date, quantity, per unit cost, and total amount.

(iii) Attested copies of valid drug manufacturing & sale license, Pre-qualification letter with THQ HOSPITAL CHICHA WATNI & drugs registration certificates shall be attached. The firm will have to provide the valid professional tax exemption certificate.

(iv) NTN Certificate.

(v) Undertaking on judicial paper.

(vii) Three copies of the latest printed Original Price List should be attached.

(viii) The firms providing false documents or giving misleading statements will be debarred from the current & next tenders.



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Part-II

Section III. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: Medical Superintendent, THQ Hospital Chichawatni, Primary & Secondary Healthcare Department, Government of Punjab, Tehsil: Chichawatni, District: Sahiwal.

GCC 1.1 (h)—The Purchaser's country is: Islamic Republic of Pakistan

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (j)—The Project Site is: THQ Hospital Chichawatni.

2. Country of Origin (GCC Clause 3)

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—The amount of performance guarantee, as a percentage of the Contract Price, shall be 2% (Two per cent of the contract price) in the shape of non-recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—

Inspection and tests prior to delivery of Medicines & Disposables and at final acceptance are:-

- i) For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)



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- ii) For Physical Fitness having No Damages (Certificate from supplier)
- iii) For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by THQ HOSPITAL CHICHAWATNI)
- v) For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by THQ HOSPITAL CHICHAWATNI)

5. Delivery and Documents (GCC Clause 10)

GCC 10.3— upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Medicines & Disposables, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

- (i) Copies of the Supplier's invoice showing Medicines & Disposables' description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the Medicines & Disposables;
- (iii) Copies of the packing list identifying contents of each package;
- (iv) Manufacturer's or Supplier's Valid Warranty Certificate;
- (v) Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report; and
- (vi) The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

6. Insurance (GCC Clause 11)

GCC 11.1— The Medicines & Disposables supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.



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7. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

- A) At site complete training of Purchaser's nominated staff regarding maintenance and operation of Medicines & Disposables.
- B) At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, starting from final acceptance of Medicines & Disposables.

The rate must include cost for all kinds of labor, inputs and material required for above, and all applicable government taxes and levies. In case a separate rate is not provided by the bidder for the above items, it shall be deemed to have been covered in the overall quoted cost.

8. Warranty (GCC Clause 15)

The Drugs / Medicines shall be accompanied by the necessary warranty (on judicial paper) in accordance with the provision of the Drugs Act, 1976 and rules framed there under. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

9. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

10. Payment for Medicines & Disposables supplied:

Payment shall be made in Pak. Rupees in the following manner:

11. Payment against Delivered Medicines & Disposables: Upon submission of claim, the supplier shall be paid within thirty (30) days of receipt of the Medicines & Disposables at site after performing the requisite inspection and tests as mentioned in SCC 4.

12. Prices (GCC Clause 17)

GCC 17.1—Prices shall be: Fixed.



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13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.1 % of contract price per day
 Maximum deduction: 5 % of contract price

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
 The Bonded Labour System (Abolition) Act of 1992
 The Factories Act 1934

17. Notices (GCC Clause 31)

GCC 31.1—Purchaser's address for notice purposes – Office of Medical Superintendent, THQ HOSPITAL CHICHAWATNI, Primary & Secondary Health Department, Government of Punjab, Tehsil: Chichawatni, District: Sahiwal

—Supplier's address for notice purposes:

18. Special Note

This Tender can be cancelled due to any other unforeseen circumstances.



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Part-II

SECTION – IV

DOCUMENTS ESTABLISHING THE BIDDER'S ELIGIBILITY AND QUALIFICATION

For Supply of Medicines & Disposables

1. NTN Registration Form / Sales Tax Registration Form.
2. Valid Registration for Supply Of Medicines & Disposables.
3. Bid Security towards the Purchase of Tender Form if downloaded from Website
4. List of Products Quoted.
5. Copy of Constitution of Firm
6. Latest Tax Return Certificate for the last 2 year (2014/2015, 2015/2016).
7. Annual Turn-over Certificate for last 2 years (2014/2015 & 2015/2016).
8. Copies of Balance Sheet and Profit and Loss Account of the tenderer for last 3 years (2013/2014, 2014/2015 & 2015/2016).
9. Financial Soundness Bank Certificate
10. Self-declaration for having not blacklisted in the form of affidavit.
11. Tender offer form as well as each page of attachment shall be signed. The name of the person shall be indicated in Capital Letters, Date & the Seal of firm/Company affixed.