

# **BIDDING DOCUMENTS**

**PROCUREMENT OF BULK FORMULARY MEDICINES  
(FRAMEWORK CONTRACT)  
(FOR PAKISTAN KIDNEY AND LIVER INSTITUTE & REARCH CENTER)**

INVITATION OF TECHNICAL AND FINANCIAL PROPOSALS



(May, 2021)

**PAKISTAN KIDNEY AND LIVER  
INSTITUTE AND RESEARCH CENTER**

---



## Table of Contents

1.	<b>INVITATION TO BID</b> .....	5
2.	<b>TENDER SPECIFIC INSTRUCTION FOR BIDDERS</b> .....	6
3.	<b>INSTRUCTIONS TO BIDDERS</b> .....	10
3.1	<b>INTRODUCTION</b> .....	
3.2	<b>Scope</b> .....	
3.3	<b>Eligible Bidder</b> .....	
3.4	<b>Cost of Bidding</b> .....	
3.5	<b>Joint Ventures</b> .....	
3.6	<b>Assurance</b> .....	
4.	<b>TERMS AND CONDITIONS OF THE TENDER</b> .....	12
4.1	<b>Definitions</b> .....	
5.	<b>HEADINGS AND TITLES</b> .....	13
6.	<b>NOTICES</b> .....	13
7.	<b>TENDER SCOPE</b> .....	14
8.	<b>TENDER ELIGIBILITY AND QUALIFICATION CRITERIA</b> .....	14
9.	<b>TENDER COST</b> .....	15
10.	<b>EXAMINATION OF THE BIDDING DOCUMENTS</b> .....	15
11.	<b>CLARIFICATION OF THE BIDDING DOCUMENTS</b> .....	15
12.	<b>AMENDMENTS OF THE BIDDING DOCUMENTS</b> .....	16
13.	<b>PREPARATION / SUBMISSION OF PROPOSAL/TENDER</b> .....	16
14.	<b>TENDER PRICE</b> .....	18
15.	<b>SAMPLE</b> .....	19
16.	<b>BID SECURITY (EARNST MONEY)</b> .....	19
17.	<b>TENDER VALIDITY</b> .....	20
18.	<b>MODIFICATION / WITHDRAWAL OF THE TENDER</b> .....	20
19.	<b>OPENING OF THE TENDER/BID</b> .....	20
20.	<b>CLARIFICATION OF THE TENDER</b> .....	21
21.	<b>DETERMINATION OF RESPONSIVENESS OF THE BID/TENDER</b> .....	21
22.	<b>CORRECTION OF ERROR / AMENDMENT OF TENDER</b> .....	22
23.	<b>TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL</b> .....	22
24.	<b>REJECTION / ACCEPTANCE OF THE BID</b> .....	23
25.	<b>RE-BIDDING</b> .....	25
26.	<b>ANNOUNCEMENT OF EVALUATION REPORT</b> .....	25
27.	<b>AWARD CTITERIA</b> .....	25
28.	<b>QUALIFICATION OF THE BIDDER</b> .....	25



29.	<b>ACCEPTANCE OF BID</b> .....	26
30.	<b>AWARD OF CONTRACT</b> .....	26
31.	<b>PROCURING AGENCY’S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD</b> 25	
32.	<b>SIGNING OF CONTRACT</b> .....	26
33.	<b>PERFORMANCE SECURITY</b> .....	27
34.	<b>REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY</b> .....	28
35.	<b>PRICE REASONAILITY</b> .....	28
36.	<b>DRUG ACT/ DRAP COMPLIANCE</b> .....	28
	<b>APPENDIX A</b> .....	
	<b>ANNEXURE-A</b> .....	
	<b>ANNEXURE-B</b> .....	
	<b>ANNEXURE-C</b> .....	
	<b>ANNEXURE-D</b> .....	
	<b>ANNEXURE-E</b> .....	
	<b>ANNEXURE-F</b> .....	
	<b>ANNEXURE-G</b> .....	
	<b>ANNEXURE-H</b> .....	
	<b>ANNEXURE-I</b> .....	
	<b>AGREEMENT</b> .....	



**IMPORTANT NOTE**

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms and conditions, appendixes, annexures, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

In case of any conflict of instructions/provisions herein with the Punjab Procurement Act 2009, Amendment Act, Punjab Procurement Rules 2014 (amended), the Rules shall prevail.

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Act 2009, Punjab Procurement Rules, 2014 This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.



## 1. INVITATION TO BID FROM SUCCESSFULLY PRE -QUALIFIED BIDDERS

### Invitation to Bid

Ref: - Pro/038/2021

#### PROCUREMENT OF BULK FORMULARY MEDICINES (FRAMEWORK CONTRACT).

Sealed Bids/Proposals are invited from well reputed manufacturers/distributors/agents for “**Procurement Of Bulk Formulary Medicines (Framework Contract)**”.

Interested eligible bidders may get the bidding documents with detailed specifications from PKLI website [www.pkli.org.pk/tenders](http://www.pkli.org.pk/tenders). A tender notice is also available for information and can be downloaded from the websites of [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) and [www.pkli.org.pk](http://www.pkli.org.pk).

For participation, written application along with original receipt of tender deposit fee of Rs. 1,000/- (non-refundable) under Account head “**Pakistan Kidney And Liver Institute and Research Center**” in **Faysal bank saving Account No:3032307900077862** to be submitted with technical proposal.

The **Single Stage Two Envelope** bidding procedure shall be applied. Bids must be delivered to the address below at or before **14:30 Hours June 15, 2021** and shall be opened on the same day at **15:00 Hours** in the presence of the Bidders’ representatives who choose to attend at the address below. All Bids must be accompanied by a Bid Security of PKR @ 1% of the estimated cost against each item (consolidated bid security of quoted items) mentioned in bidding documents in the form of CDR/Bank Guarantee/Demand Draft/Pay Order in favor of Pakistan Kidney and Liver Institute and Research Center with the Financial Bid, without this, the offer shall be rejected being non-responsive. The photocopy of Bid Security should be attached with technical proposal.

PKLI will not be responsible for any cost or expense incurred by Bidders about the preparation or delivery of Bids.

Note: All assessments and procuring procedure i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules-2014. In case of any conflict between Bidding Documents and PPRA Rules 2014, the rules shall prevail.

#### HEAD OF PROCUREMENT

Pakistan Kidney & Liver Institute and Research Centre  
1 PKLI Avenue Opposite DHA Phase-6 Lahore, Pakistan.



Tel: 042-111 117 554, Ext.3728  
Email: procurement@pkli.org.pk

## **2. TENDER SPECIFIC INSTRUCTIONS FOR BIDDERS (TSIFB)**

### **1. Procedure for Selection of Contractor/Bidder**

“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;

### **2. Bid Security**

Bid Security should be submitted by each bidder in the shape of Demand Draft / Pay Order / Call Deposit Receipt from any scheduled bank of amount **PKR @ 1% of the estimated cost against each item (consolidated bid security of quoted items) mentioned in bidding documents.**

### **3. Filling of Price Schedule**

A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the items mentioned in the Schedule of Requirements & Technical Specifications. However, Bidders cannot bid for partial quantities of an item mentioned in Schedule of Requirements & Technical Specifications. The bid must



be for the total quantity of an item required in the schedule of requirements & technical specifications.

#### **4. Preliminary Examination.**

4.1 The Procuring Agency (PKLI & RC) 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. 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 & its Bid Security may be forfeited.

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

4.2 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.

4.3 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.

4.4 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.

#### **5. Evaluation of Bids**

- 5.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with TSIFB Clause 4 above.
- 5.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents.
- 5.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of Financial Bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that day.
- 5.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

#### **6. Payments**



Payments will be made against delivered Medicines/Drugs only. The payment will be made within Thirty (30 days) of invoice submission after clearance from DTL /NIH as per Rule 62 of PPRA Rules 2014.

## **7. Sign and Stamp**

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.

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

8.1 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 impairer 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;

8.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, in accordance with PPR 2014 (amended).

8.3 The following are the events which would lead to initiate under the PPRA Rules 2014 (amended)





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

**PROCEDURE:** The procedure mentioned in Procurement Rules 2014 (amended) of PPRA will be followed.

### **3. INSTRUCTIONS TO BIDDERS**

#### **3.1 Introduction**

#### **3.2 Scope of Bid**

- 3.2.1** The procuring agency wishes to receive bids for **“PROCUREMENT OF BULK FORMULARY MEDICINES”** as specified in Technical Specifications attached hereto (hereinafter referred to as “the Goods”). Successful bidder shall be an independent service provider liable and able to provide all the Services including transportation of the material to the site. All arrangements will be the responsibility of the successful bidder.
- 3.2.2** The bid is to be completed and submitted to the Client in accordance with these instructions to Bidders and relevant rules/regulations.
- 3.2.3** The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document **Clause regarding “Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender”** for making their bids substantially responsive to the requirements of the Bidding Document. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Client. Neither any time schedule,



nor financial adjustments arising thereof shall be permitted because failure by the Bidder. The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process. It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Client will be permitted throughout the period of completion of the contract. The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Client.

### 3.3 Eligible Bidder

- 3.3.1 This Sealed Bids/Proposals are invited from well reputed manufacturers/distributors/agents in Pakistan for concluding the Framework Contract for supply of **Bulk Formulary Medicines** more specifically described in Schedule of Requirements & Technical Specifications.
- 3.3.2 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 Firms and Security Exchange Commission of Pakistan as the case may be. However, in case of Manufacturer, they should have a documentary proof, to the effect that they are the original Manufacturer of the required specifications of Goods.
- 3.3.3 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.

### 3.4 Cost of Bidding

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.

### 3.5 Joint Ventures

Bids submitted by a joint venture of two or more companies or firms shall comply with the following requirements:

- a) The Bid, and in case of successful Bid, the Contract form, the contract shall be awarded to JV and signed by all the JV partners so as to be legally binding on all the partners;
- b) One of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the JV partners;
- c) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- d) All JV partners of the joint venture shall be liable jointly and severally for execution of the Contract in accordance with the Contract terms, and a relevant
- e) statement to this effect shall be included in the authorization mentioned under (b) above, as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and



- f) A copy of the legally binding registered JV agreement entered into the joint venture must be provided by the joint venture partners and shall be submitted with the Bid. Failure to submit a valid JV Agreement along with the bid shall be the reason of disqualification.

### 3.6 Assurance

The successful bidder will be required to provide satisfactory assurance of its ability and intention to provide the requisite Services, within the time as mutually agreed in the agreement.

## 4. TERMS AND CONDITIONS OF TENDER

### 4.1 Definitions

In this document, unless there is anything repugnant in the subject or context:

- A. "Authorized Representative" means any representative appointed, from time to time, by the Client, the Procuring Agency or the Contractor.
- B. "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- C. "Client/Procuring Agency" means Pakistan Kidney and Liver Institute & Research Center and its authorized representative.
- D. "Bidder/Tenderer" means the interested Firm/ Company/ Supplier/ Distributors that may provide or provides related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- E. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Contractor.
- F. "Contract" means the agreement entered into between the Client/Procuring Agency /Procuring Agency and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- G. "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- H. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations
- I. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportionable to the Goods or Services in question.
- J. "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract. 3.12 "Day" means calendar day.
- K. "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods



and Services provided under the Contract.

- L. "Force majeure shall mean any event, act of God, natural disaster, emergency or other circumstances not being an event, act or circumstances beyond the control of the Procuring Agency or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- M. "Goods" means Medicine, Drugs, hardware, equipment, machinery, and/or other materials which the Contractor is required to supply to the Procuring Agency under the Contract.
- N. "Person" includes individual, association of persons, firm, company, JV, institution and organization, etc., having legal capacity.
- O. "Prescribed" means prescribed in the Bidding Document.
- P. "Procuring Agency or Client" means the Pakistan Kidney and Liver Institute & Research Center or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- Q. "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Medicines/Drugs is distinct from the nationality of the Contractor.

## 5. HEADINGS AND TITLES

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

## 6. NOTICES

- 6.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Procuring Agency and the Client, the same shall be:
  - 6.1.1 in writing;
  - 6.1.2 issued within reasonable time;
  - 6.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
  - 6.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

## 7. TENDER SCOPE

Pakistan Kidney and Liver Institute & Research Center (hereinafter referred to as "the Procuring Agency") invites / requests Bids (hereinafter referred to as "the Tenders") for **Procurement of Bulk Formulary Medicines** (hereinafter referred to as "the



Goods or Services”). Contractor will be responsible for delivering items and services available to the Procuring Agency,

The detailed Schedule of Requirements/ Technical Specifications available at Annex-A.

## **8. TENDER ELIGIBILITY AND QUALIFICATION CRITERIA**

8.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:

- 8.1.1 has a registered incorporated company/firm in Pakistan with relevant business experience of least (2) years as;
- 8.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- 8.1.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);
- 8.1.4 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
- 8.1.5 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment;
- 8.1.6 Conforms to the clause of “Responsiveness of Bid” given herein this tender document.
- 8.1.7 Goods and Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.
  - a) “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
  - b) "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

The Detailed Technical Evaluation Criteria is attached at Appendix-A.

**Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.**

## **9. TENDER COST**

The Tenderer/ Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Procuring Agency or Client shall in no case be responsible / liable for those costs / expenses.



## 10. EXAMINATION OF THE BIDDING DOCUMENTS

The Tenderer/ Bidder is expected to examine the Bidding Document, including all instructions and terms and conditions.

## 11. CLARIFICATION OF THE BIDDING DOCUMENTS

The Tenderer/ Bidder may require further information or clarification of the Bidding Document, within three (3) calendar days of issuance of Bidding/Tender in writing. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than three **(03) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids**. Bidders should note that during the period from the receipt of the bid and until further notice from the Procurement Department given herein this document, all queries should be communicated via the Procurement Department and in writing (e.g. e-mail & letter) only. In the case of an urgent situation where the Procurement Department cannot be contacted, the bidder may alternatively direct their enquiries through the Head of Procurement.

### Head of Procurement

Pakistan Kidney & Liver Institute and Research Center,  
1 PKLI Avenue, Opposite DHA Phase-6, Lahore, Pakistan.  
Tel: +92-42-111 117 554 Ext:3728

## 12. AMENDMENTS OF THE BIDDING DOCUMENTS

- 12.1 The Procuring Agency/Client may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on the Bidder(s).
- 12.2 The Procuring Agency/Client shall notify the amendment(s) in writing to the prospective Tenderers/Bidders as per Punjab Procurement Rules, 2014.
- 12.3 The Procuring Agency/Client may, at its exclusive discretion, amend the Bidding Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

## 13. PREPARATION / SUBMISSION OF PROPOSAL/TENDER

- 13.1 The tenderer/bidder must bid for item Wise Items.
- 13.2 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
- 13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in,



stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

13.4 The Tender shall consist of proposals in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

13.5 Proposal shall comprise the following:

13.5.1 Proposal Form

13.5.2 Undertaking (All terms & conditions and qualifications listed anywhere in this bidding/tender document has been satisfactorily vetted) and Affidavit (Integrity Pact)

13.5.3 Covering letter duly signed and stamped by authorized representative

13.5.4 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan

13.5.5 Evidence of eligibility of the Bidder/Tenderer and the Services

13.5.6 Evidence of conformity of the Medicines/Drugs to the Bidding/Tender Document

13.5.7 List of firm's major clientele

13.5.8 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

13.5.9 Valid Registration Certificate for Income Tax & Sales Tax

13.5.10 Power of Attorney, if an authorized representative is appointed

13.5.11 Price Schedule

13.5.12 Bid Security as per provisions of the clause Bid Security of this document.

13.6 The Bidder/Tenderer shall seal the Original Proposal in an envelope duly marked as under:

Original Tender for .....

Tender Name. [Name of Tender] Tender No.

.....

[Name of the Client/Procuring Agency] [Address of the

Client/Procuring Agency] [Name of the

Bidder/Tenderer]

[Address of the Bidder/Tenderer] [Phone No. of

the Bidder/Tenderer]

- 13.7 The Bidder/Tenderer shall enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.8 The Bidder/Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Client/Procuring Agency's office, during office hours, up to due date and time.
- 13.9 This is made obligatory to affix authorized signatures with official seal on original documents, annexures, copies, certificates, brochures, literature, letters, forms and all relevant documents as part of the bids submitted by the bidder/tenderer.

#### **14. TENDER PRICE**

- 14.1 The quoted price shall be:
  - 14.1.1 in Pak Rupees;
  - 14.1.2 Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
  - 14.1.3 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. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
  - 14.1.4 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.
  - 14.1.5 The Bidder should quote the prices of medicines according to the technical specifications as mentioned in the bidding documents. The technical specifications of medicines, different from the required specifications, shall straightway be rejected.
  - 14.1.6 The Bidder is required to offer a competitive price. All prices must include all the applicable taxes and duties, where applicable and all 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.
  - 14.1.7 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.
  - 14.1.8 Prices offered should be for the entire quantity of an item demanded in the, Schedule of Requirement & Technical Specifications; partial quantity offers shall straightway be rejected. Conditional offer shall also be considered as non-responsive bid.
  - 14.1.9 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.





- 14.2 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

## 15. SAMPLE

The Bidder shall provide samples (if required) of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Technical Specifications. However, samples of cold chain (perishable) goods will be called later at the time of technical evaluation of bids.

## 16. BID SECURITY (EARNST MONEY)

- 16.1.1 The bidder shall furnish the Bid Security **PKR @ 1% of the estimated cost against each item (consolidated bid security of quoted items) mentioned in bidding documents** as under:
- 16.1.2 for an amount equivalent to as mentioned above in Clause 2 (2) of the bidding documents;
- 16.1.3 Denominated in Pak Rupees;
- 16.1.4 as part of financial bid envelope, failing which will cause rejection of bid.
- 16.1.5 in the form of Demand Draft / Pay Order / Call Deposit Receipt, unconditional irrevocable bank guarantee in the name of the Procuring Agency;
- 16.1.6 Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 16.1.7 The Bid Security shall be forfeited by the Procuring Agency, on the occurrence of any / all of the following conditions:
- 16.1.8 If the Tenderer/Bidders withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 16.1.9 If the Tenderer/Bidders does not accept the corrections of his Total Tender Price; or
- 16.1.10 If the Tenderer/Bidders, having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Document.
- 16.2 The Bid security shall be returned to the technically unsuccessful Tenderer/Bidders with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

## 17. TENDER VALIDITY

The Bidder/Tender shall have a minimum validity period of 120 days from the last date for submission of the Tender.



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, the Procuring Agency/Procuring Agency/Client may solicit the Bidder/Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

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.

## **18. MODIFICATION / WITHDRAWAL OF THE TENDER**

- 18.1 The Bidder/Tenderer may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 18.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## **19. OPENING OF THE TENDER / BID**

- 19.1 ***Tenders shall be opened at 15:00 Hours on the last date of submission of bids i.e. June 15, 2021*** in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Procuring Agency, the last date for submission of the bids shall be the next working day. ***The proposal will be returned if received after 14:30 Hours on June 15, 2021.***
- 19.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 19.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

## **20. CLARIFICATION OF THE TENDER**

The Client/Procuring Agency shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder/Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the client/Procuring Agency.



## **21. DETERMINATION OF RESPONSIVENESS OF THE BID/TENDER**

- 21.1 The Client/Procuring Agency shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 21.1.1 meets the eligibility criteria given herein this tender document for the Services;
  - 21.1.2 meets the Technical Specifications for the Medicines/Drugs;
  - 21.1.3 meets the delivery period / point for the Services;
  - 21.1.4 in compliance with the rate and limit of liquidated damages;
  - 21.1.5 Offers fixed price quotations for the Services, whereby no optional offer / bid or price is allowed;
  - 21.1.6 Is accompanied by the required Bid Security as part of financial bid envelope;
  - 21.1.7 compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
  - 21.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
  - 21.1.9 The bidder is responsible to provide DRUG registration certificate / NOC within 6 weeks after the issuance of LOI (in case of non-registered brand). If the bidder fails to provide the required DRAP certificate within this six weeks period, the procuring agency may award the tender to the second lowest bidder.
  - 21.1.10 The procuring agency also has the sole right to extend this six week waiting period.
- 21.2 A material deviation or reservation is one which affects the scope, quality or performance of the medicines/drugs or limits the Procuring Agency's rights or the Tenderer's obligations under the Contract.
- 21.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

## **22. CORRECTION OF ERROR / AMENDMENT OF TENDER**

- 22.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 22.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
  - 22.1.2 If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an



obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

- 22.1.3 If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 22.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 22.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 22.4 No credit shall be given for offering delivery period earlier than the specified period.

### **23. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL**

- 23.1 The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / support services will be rejected.

- 23.2 The Eligible/Technically Qualified Bidders alone will be considered for further evaluation.

The detailed evaluation criteria is mentioned below at Appendix-A.

**Note:** Verifiable documentary proof for all above requirements is mandatory.

- 23.3 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all applicable duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Procuring Agency, the contractor shall be bound to adjust the same in the Financial Proposal.
  - 23.3.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
  - 23.3.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
  - 23.3.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 23.4 The Procuring Agency/Client/Procuring Agency will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Gov. at any time during execution/evaluation period will be dealt with mutual consent.

## 24. REJECTION / ACCEPTANCE OF THE BID

- 24.1 The Client/Procuring Agency shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Procuring Agency may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).
- 24.2 The Bidder/Tender shall be rejected if it is:
- 24.2.1 Substantially non-responsive in a manner prescribed in this tender document clause-20; or
  - 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
  - 24.2.3 Incomplete, partial, conditional, alternative, late; or
  - 24.2.4 Relevant bid security is not submitted;
  - 24.2.5 Subjected to interlineations / cuttings / corrections / erasures / overwriting; or
  - 24.2.6 The Tenderer refuses to accept the corrected Total Tender Price; or
  - 24.2.7 The Tenderer has conflict of interest with the Procuring Agency; or
  - 24.2.8 The Tenderer tries to influence the Tender evaluation / Contract award; or
  - 24.2.9 The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
  - 24.2.10 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-8);
  - 24.2.11 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
  - 24.2.12 the tenderer has been blacklisted by any public or private sector organization;
  - 24.2.13 the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
  - 24.2.14 The tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
  - 24.2.15 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.



- 24.2.16 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 24.2.18 If the rates quoted by vender are not workable or on higher side etc.

## **25. RE-BIDDING**

If the Procuring Agency rejects all bids in pursuant to Clause 24, 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.

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.

## **26. ANNOUNCEMENT OF EVALUATION REPORT**

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.

## **27. AWARD CTITERIA**

The eligible bidder(s)/tenderer(s) as per clause-8 (Tender Eligibility) of this Bidding Document fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities.

## **28. QUALIFICATION OF THE BIDDER**

- 28.1 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.
- 28.2 The procuring Agency may conduct surprise inspection either itself or through third party firms during validity period, however in case of unsatisfactory compliance condition to the standards, the procuring agency reserves the right to initiate legal proceedings besides disqualification.
- 28.3 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- 28.4 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.
- 28.5 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.

- 28.6 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.
- 28.7 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.

### **29. ACCEPTANCE OF BID**

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Procuring Agency shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

### **30. AWARD OF CONTRACT**

After receiving of Performance Security and Draft Contract, the Purchase Order/Work Order shall be issued in favor of successful bidder with clear schedule of delivery and payments.

### **31. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD**

The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in, Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPRA 2014.

The 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.

### **33. PERFORMANCE SECURITY**

1. The successful Tenderer/The Contractor shall furnish Performance Security as under:
2. within twenty-eight (28) days of the receipt of the Acceptance Letter from the Client/Procuring Agency;

3. in the form of unconditional, irrevocable Bank Guarantee issued by a scheduled bank operating in Pakistan and shall be valid till the expiry of contract, as per the format provided in the Bidding/Tender Document;
4. for a sum equivalent to 5% of the contract value;
5. denominated in Pak Rupees;
6. have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
7. The Performance Security shall be payable to the Client/Procuring Agency, on occurrence of any / all of the following conditions:
8. If the Contractor commits a default under the Contract;
9. If the Contractor fails to fulfill the obligations under the Contract;
10. If the Contractor violates any of the terms and conditions of the Contract.
11. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
12. In case the Contractor fails to furnish Performance security in the shape of bank guarantee as required by the Procuring Agency within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor. If further delayed it can lead to cancellation of Letter of Acceptance.

#### **34. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY**

- 34.1 The Client/Procuring Agency has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 34.2 Any bidder feeling aggrieved by any act of the Client/Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 34.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 34.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

#### **35. PRICE REASONAILITY**





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.

### **36. 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.

**APPENDIX A****TENDER FOR PROCUREMENT OF BULK FORMULARY MEDICINES**

**Evaluation Method:** Least Cost Based Selection Method (Technically responsiveness Marks: 60 out of 100; 60%)

**BID EVALUATION CRITERIA****Compulsory Parameters****BID EVALUATION CRITERIA OF MEDICINES, FOR MANUFACTURER, SOLE AGENTS AND DISTRIBUTORS (DRUGS/MEDICINES)**

Failure to comply with any compulsory parameter will result in “no responsiveness of the bidder for quoted item”. Bidders comply with Compulsory Parameters will be evaluated further for “Marking Criteria”. (Biologics will be as per notified by DRAP list).

Sr. No	Qualification Requirements/ Knock Down Criteria	Mandatory
1	Copy of Bid Security and original receipt for purchase of tender must be attached with technical bid	Mandatory
2	The bidder will provide valid Drug Registration Certificate of the quoted product; the product must possess at least two-year post launching market experience.	Mandatory
3	Specification quoted in technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specification and fulfill the requirement as per rules shall be considered.	Mandatory
4	Undertaking regarding “Non-declaration of spurious/adulterated batch” by any notified Drug Testing Laboratory of quoted item/items within last 3 years. (Undertaking required on stamp Rs.100-Paper).	Mandatory
5	2 packs of samples for evaluation by the technical committee against each quoted items	Mandatory
6	National Tax Number (NTN) and General Sales Tax Number (GST) with documentary proof shall have to be provided by each bidder in the tender	Mandatory
7	The bidder is required to provide with the Technical Proposal, the name of item(s) along with given serial numbers for which they have quoted their rates in the Financial Proposals.	Mandatory

8	Bidder must submit Valid Drug sales license in case of importer and distributor/Valid Drug manufacturing license in case of manufacturer	Mandatory
9	In case of biologicals compliance of quality standards of quoted items from FDA/WHO.	Mandatory
10	The bidder must submit latest prices list of concern manufacturer along-with Technical proposal and give price reasonability undertaking on legal stamp paper of Rs.100	Mandatory
11	Undertaking required that bidder is not blacklisted in any Province of Pakistan. (Undertaking required on stamp Rs.100-Paper).	Mandatory
12	Undertaking required that bidder is responsible for replacement of Near expiry medicines and the firm will bear the cost of Uplifting, transportation and incineration of expired stocks if any. (on stamp Rs.100-Paper).	Mandatory
13	All pages of bid document must be signed and stamped	Mandatory

### MARKING CRITERIA

#### Drug medicine least cost-based selection criteria

Serial No.	Description	Category Points
(A)	<b>General Parameters</b>	
1	<b>Source of API of Quoted item (10)</b>	
	Original Source /Research Molecule (Affidavit on firm's letter head)	10
	Source Licensed by Original or accredited by FDA/WHO/EMA (Certificate)	8
	Others Source with Raw Material Certificate of Analysis(Jan -2017 to onwards)	6
2	<b>Bio Equivalence /Bio-similarity Study of Quoted Product (affidavit on Rs:100 stamp paper in case of research molecule (10)</b>	

	Original Manufacturer will be awarded full marks. Bio equivalence/Bio-similarity Study from any of the below mentioned labs: · WHO prequalified Laboratories · Labs certified/Audited by SRAs (Stringent Regulatory Authorities) of ICH (International Conference on Harmonization) member countries (The firm will attach Bio-equivalence/ Bio-Similarity certificate of the product).	10
	No Bio Equivalence/Bio Similarity Study	0
<b>3</b>	<b>Experience of the Quoted Product Since January 2018- June 2020 (10)</b>	
	Supply of the quoted product Equivalent or Higher than the advertised quantity in Private Sector/Public sector.	10
	Supply of the quoted product at least 50% of advertised quantity in Private/Public Sector.	05
	The bidder shall provide verifiable documentary evidences like commercial invoices & purchase orders with summary. The bidder shall also provide batch manufacturing record of the product.	
<b>4</b>	<b>Availability of product (5)</b>	
	Availability of product at chain pharmacies having minimum 05 branches with in Punjab (one mark for each chain & maximum upto 5 marks) submit on chain pharmacy's letter head from its head office / Verifiable invoices & hospital care items will be evaluated on basis of purchase orders within last one year upto 05 Marks max.	5
<b>5</b>	<b>Bidder &amp; Manufacturer Relationship Sole Agent Certification from Manufacturer (10)</b>	
	0-2 year	05
	3-5 Years	07
	6 and above	10
	Authentic-valid verifiable document proof on official letterhead from the principle. In case of direct manufacturer, number of years since the start of business.	
<b>6</b>	<b>Compliance of Quality Standards of Quoted item (20)</b>	
A	No DTL sample/Batch declared substandard/Failed in compliance of the quoted item in 2017-2020 fiscal year. Under taking required on official letterhead.	5
B	Water treatment plant with flow diagram on firm's letter head with sign and stamp of GM/Manager Plant verified by third party`	5
C	Valid Drug Recall procedures. (SOP)	4
D	Retained sample record of quoted item duly signed by QC head/in charge as per guidelines of DRAP. In case of Biologicals Temperature sensitivity/Stability reports for quoted products	6
<b>7</b>	<b>Drug Testing</b>	

	<b>Reports of WHO/FDA Accredited International Labs performed on the quoted product (5)</b>	
	Accredited International Labs/ Local DTL	5
<b>8</b>	<b>Export of Quoted Product. (10)</b>	
	02 marks per country 05 and above countries (max. 10 marks) (not applicable on sole agents and will be given full marks)	10
<b>9</b>	<b>Manufacturer production capacity</b> (per day production capacity of quoted item against the total advertised; the bidder is required to attached certificate)	<b>10</b>
<b>A</b>	Less than 1%	0
	1%	5
	1.1%-1.5%	8
	1.6%-2%	10
	<b>OR</b>	
<b>B</b>	In case of Imported finished product, attach undertaking of import with given quantity of quoted items for fiscal year 2018-2020.	<b>10</b>
	Less than 1% of the quoted quantity	0
	1% of the quoted quantity	5
	1.1%-1.5% of the quoted quantity	8
	1.6%-2% of the quoted quantity	10
<b>10</b>	<b>Manufacturer credibility and certification (If agent is quoting, he shall attach such certificate of Drug manufacturer)</b>	<b>10</b>
	Valid GMP issued by concerned regulatory authority (If in renewal provide valid evidence)	5
	Valid ISO certification	3
	Any other International reputed certificate	2

Qualifying criteria will be **60 marks** out of **100 (60%)**

Financial bids of only “Technically responsiveness bidders” will be opened.



It is compulsory to quote the price of each item as required in technical specifications, however the Technically Qualified firms will be invited for opening of financial proposals and it is the discretion of procuring agency to award contract.

1. The above mentioned quantity shall be delivered by the Supplier as required by the Client.
2. The bidder shall provide samples of the quoted packs of each quoted item along with its bid and procuring agency may get sample provided analyzed either locally or from International Testing lab (Product value amounting more than 1 million) on the expense of the bidder.
3. Certificate regarding fulfillments of requirements under Bio Safety Act. 2005 and the rules framed there under must be attached for Vaccines/Sera, Biotechnical products etc.
4. For thermolabile drugs for which storage temperature is 2-8 degree centigrade. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermo log data from factory to Consignee's end.
5. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.
6. The supplier shall make sure the supply of medicines in Hospital Packs as demanded by the Procuring Agency.
7. The packing size will be as per the demand of PKLI team.
8. The quality of packing material, its labelling, packing structure and printing will be same as that of their commercial supply but according to PKLI requirement.
9. 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.
10. After signing of the Contract, the Supplier shall submit the samples of finished medicines in accordance with the above instructions for approval of the PKLI. All subsequent supplies must be in accordance with the approved samples.

#### **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".



**Expiry Replacement:**

Intimation regarding replacement of near expiry products will be given 3-6 months prior to expiry by the procuring agency. Vendor is bound to replace 100% unconsumed expired stock as per given intimations.

**ANNEXURE-A**
**TECHNICAL SPECIFICATIONS/ SCOPE OF WORK**

Sr. #	Drug Name	Estimated Price per Unit	Estimated Quantity Required	Total Amount (of approved qty)	Bid Security
1	Furosemide 40 mg Tab.	2.68	500000	1340000	13400
2	Lisinopril 10mg Tab.	20	200000	4000000	40000
3	Prednisolone 5mg Tab.	2.66	250000	665000	6650
4	Diltiazem SR 90mg Tab. (CAP)	15	100000	1500000	15000
5	Calcium Acetate 667mg Tab.	6	200000	1200000	12000
6	Furosemide 20mg Tab.	1.6	200000	320000	3200
7	Azathioprine 50mg Tab.	12	100000	1200000	12000
8	Metoprolol 50 mg Tab.	3.5	100000	350000	3500
9	Co-Trimoxazole 400/80mg Tab.	2.31	75000	173250	1732.5
10	Escitalopram 10 mg tablet	16	25000	400000	4000
11	Aspirin 75mg Tab.	1.51	100000	151000	1510
12	Alprazolam Tab 0.5mg	6.5	100000	650000	6500
13	Fluoxetine Cap 20mg	18.22	100000	1822000	18220
14	Fluconazole 150 mg capsule	205	50000	10250000	102500
15	Fluconazole 50 mg capsule	65	50000	3250000	32500
16	Isoniazid 100 mg Tab.	0.2	25000	5000	50
17	Nifedipine LA 30mg Tab.	30	50000	1500000	15000
18	Diltiazem 60mg Tab.	9	10000	90000	900
19	Cyclophosphamide 50mg Tab.	12	10000	120000	1200
20	Cyclophosphamide 500 mg Injection	350	1000	350000	3500
21	Hydrochlorothiazide Tab 50mg	1	10000	10000	100
22	Potassium Chloride 500mg Tab.	1	25000	25000	250
23	Omeprazole capsule 20 mg	20	200000	4000000	40000
24	Labetalol 100mg Tab.	7	15000	105000	1050
25	Magnesium Oxide 500 mg Tab.	2	25000	50000	500
26	Azathioprine 25mg Tab.	2	10000	20000	200
27	Cefuroxime 250mg Tab.	67	5000	335000	3350





28	Hydralazine HCl Tab 25mg	3.5	5000	17500	175
29	Labetalol Tab 100mg	7	25000	175000	1750
30	Losartan Potassium Tab 50mg	15	50000	750000	7500
31	Rosuvastatin Tab 10mg	28	25000	700000	7000
32	Captopril 25mg Tab.	10	5000	50000	500
33	Prochlorperazine 5 mg Tab.	1	5000	5000	50
34	Phosphate Sandoz 500 mg Tab.	15	15000	225000	2250
35	Amoxicillin 500mg Cap	12	5000	60000	600
36	Azithromycin Cap 500mg	63.3	10000	633000	6330
37	Cephalexin Cap 500mg	24	5000	120000	1200
38	Amoxicillin+Clavulanic Acid Tab 625mg	31.3	25000	782500	7825
39	Haloperidol Tab 5mg	0.8	5000	4000	40
40	Pregabalin Cap 75mg	28	20000	560000	5600
41	Famotidine Tab 20 mg	13.15	20000	263000	2630
42	Moxifloxacin Tab 400mg	99	5000	495000	4950
43	Cyclosporin capsule 25 mg	55	10000	550000	5500
44	Rifaximin Tab 550mg	61	50000	3050000	30500
45	Glimepiride Tab 2mg	12	25000	300000	3000
46	Metformin HCl Tab 500mg	2.48	50000	124000	1240
47	Solifenacin tablet 5 mg	50	10000	500000	5000
48	Sitaglipten Tab 50mg	25.7	50000	1285000	12850
49	Atorvastatin Tab 20mg	44	10000	440000	4400
50	Bisoprolol Tab 2.5mg	8.6	30000	258000	2580
51	Carvedilol Tab 6.25mg	6.5	100000	650000	6500
52	Spironolactone Tab 25mg	2.24	100000	224000	2240
53	Pyridoxine HCl Tab 50mg	2.75	25000	68750	687.5
54	Metoclopramide HCl Tab 10mg	1.38	20000	27600	276
55	Voriconazole Tab 200mg	120	25000	3000000	30000
56	Sevelamer Carbonate Tab 800mg	45.16	150000	6774000	67740
57	Sodium Bicarbonate Tab 300mg	0.08	50000	4000	40
58	Mebeverine Cap MR 200mg	19.8	50000	990000	9900
59	Ursodeoxycholic Acid Cap 250mg	45.92	150000	6888000	68880

60	Tamsolusin Cap 0.4mg	77.07	75000	5780250	57802.5
61	Dutasteride capsule 0.5 mg	100	2500	250000	2500
62	Ondansetron Tab 8mg	37.5	15000	562500	5625
63	Dexamethasone Tab 0.5mg	0.2	100000	20000	200
64	Clopidogrel 75 mg tablet	18.26	10000	182600	1826
65	Mecobalamine tablet 500 mcg	10	25000	250000	2500
66	Amiodarone HCl Tab 200mg	24	5000	120000	1200
67	Propranolol Tablet 10 mg	2	20000	40000	400
68	Folic Acid 5mg Tab.	0.5	50000	25000	250
69	Hyocine Butylbromide Tab 10mg	1	5000	5000	50
70	Polyethylene glycol Sachet 10gm	30.5	5000	152500	1525
71	Inj. Pamidronate 60mg (zoledronic acid 4mg)	13100	100	1310000	13100
72	Bortezomib 2mg Inj.	20000	20	400000	4000
73	Basiliximab injection 20 mg	76819	20	1536380	15363.8
74	Rituximab Injection 500 mg	95000	25	2375000	23750
75	Cefazolin Inj 1 gm	150	5000	750000	7500
76	Cefepime Inj 1 gm	717	5000	3585000	35850
77	Cefoperazone/Sulbactam Inj 2 gm	713	10000	7130000	71300
78	Ceftazidime Inj 1 gm	376	5000	1880000	18800
79	Cefuroxime Inj 750mg/vial	192	5000	960000	9600
80	Colisthemethate sodium Inj 1 miu	1050	5000	5250000	52500
81	Dexmedetomidine injection 100 ug/ml	800	5000	4000000	40000
82	Ertapenem Inj 1g	4551.3	1000	4551300	45513
83	Amikacin Inj 500mg/2ml	250	5000	1250000	12500
84	Azithromycin Inj 500mg	235	2500	587500	5875
85	Piperacillin/Tazobactam Inj 2.25gm	440	30000	13200000	132000
86	Piperacillin/Tazobactam Inj 4.5gm	950	30000	28500000	285000
87	Vancomycin Inj 1000 mg	1852	10000	18520000	185200
88	Meropenem Inj 500mg	2784	20000	55680000	556800
89	Linezolid Iv 600mg/300 ml	670	5000	3350000	33500
90	Imipenem/Cilastatin Inj 500mg	1086	10000	10860000	108600



91	Gentamicin Inj 80mg/2ml	40	5000	200000	2000
92	Teicoplanin Inj 400mg	4501	5000	22505000	225050
93	Tigecycline Inj 50mg	5655	5000	28275000	282750
94	Acyclovir Inj 500mg	3231	2500	8077500	80775
95	Ganciclovir Inj 250mg	895	5000	4475000	44750
96	Terlipressin Inj 1mg	1400	15000	21000000	210000
97	Doxorubicin Injection 50 mg	700	1000	700000	7000
98	Insulin- R	914	2500	2285000	22850
99	Insulin- 70/30	953	7500	7147500	71475
100	Insulin- N	861	2500	2152500	21525
101	Insulin NPH 100 IU/ml	900	500	450000	4500
102	Insulin Glargine vial 100iu/ml	2000	250	500000	5000
103	Clindamycin 600mg Inj.	265.2	1000	265200	2652
104	Sodium chloride 1000ml inf 0.009	108	100000	10800000	108000
105	Sodium chloride 500ml inf 0.0045	33	50000	1650000	16500
106	Sodium chloride 500ml inf 0.009	80.2	100000	8020000	80200
107	Sterofundin Inf 1000ml	281	30000	8430000	84300
108	Sodium chloride 100ml inf 0.009	45	100000	4500000	45000
109	Isotonic Solution 2000ml	105	10000	1050000	10500
110	Dextrose 25% 25ml Inj.	23.3	50000	1165000	11650
111	Dextrose 10% 1000ml Inj.	125.35	2500	313375	3133.75
112	Gelfusion infusion 500 ml	315	15000	4725000	47250
113	Hyocine Butylbromide Syp 5mg/5ml	140.28	1000	140280	1402.8
114	Co-trimoxazole paed Susp. 240mg/5ml	48.15	1000	48150	481.5
115	Clarithromycin Susp 125mg /5ml	292.7	1000	292700	2927
116	Amoxicillin + Clavulanic Acid Susp. 156mg/5ml	156.4	1000	156400	1564
117	Diphenhydramine (adult) Syp. 14mg/5ml	40	1000	40000	400
118	Lactulose Syp. 3.25g/5ml	191	200000	38200000	382000
119	Loratidine Syp 1mg/ml	64	1000	64000	640
120	Lignocaine Hcl 4% Topical Solution	75	10000	750000	7500
121	Lignocaine Jellly 2%	43	100000	4300000	43000

122	Nystatin Oral Drops	73	7500	547500	5475
123	Phosphate Rectal enema 135 ml	74	10000	740000	7400
124	Polymyxin topical Ointment	121	1500	181500	1815
125	Fosfomycin Sachet 3 gm	776	10000	7760000	77600
126	Pyodine Scrub 450ml	507	3000	1521000	15210
127	Pyodine solution 450 ml	461	3000	1383000	13830
128	Salmeterol/fluticasone Inhaler 25/125mcg	974	1500	1461000	14610
129	Salmeterol/fluticasone Inhaler 25/250mcg	900	1500	1350000	13500
130	Salbutamol Inhaler 100mcg/puff	245	2500	612500	6125
131	Salbutamol Resp.Sol.20ml	49	2500	122500	1225
132	Beclomethasone Dipropionate Inhaler 100mcg/puff	250	2500	625000	6250
133	Beclomethasone Dipropionate Inhaler 250mcg/Puff	485	2500	1212500	12125
134	Drotaverine Inj 40mg	44	5000	220000	2200
135	Propofol Inj 10mg/ml	1650	50000	82500000	825000
136	Glycopyrrolate Inj 0.2mg/ml	50	20000	1000000	10000
137	Adrenaline Inj 1mg/ml	10	20000	200000	2000
138	Dexamethasone Inj 4mg	22	10000	220000	2200
139	Cis-Atracurium Inj 10mg/5ml	128	20000	2560000	25600
140	Labetalol Inj 50mg/10ml	33	10000	330000	3300
141	Metoprolol Tartrate Inj 5mg/5ml	170	10000	1700000	17000
142	Potassium Chloride 25ml Inj.	24	50000	1200000	12000
143	Pheniramine Maleate 50mg/2ml Inj	7	10000	70000	700
144	Phenylephrine Injection 10 mg/ml	55	5000	275000	2750
145	octreotide Inj 0.1 mg/1ml	580	10000	5800000	58000
146	Neostigmine (Anticholinesterase Inhibiter) Inj 2.5mg/ml	42	5000	210000	2100
147	Iopromide-370 Inj 100ml	3177	10000	31770000	317700
148	Dobutamine HCl Inj 250mg/vial	402	10000	4020000	40200
149	Dopamine HCl Inj 200mg/5ml	130	1000	130000	1300
150	Atropine Sulphate Inj 1mg/ml	15	2500	37500	375
151	Aminophylline Inj 250mg/10ml	15	1000	15000	150
152	Amiodarone HCl Inj 150mg/3ml	92	5000	460000	4600



153	Magnesium Sulphate 5g (10ml) Inj.	22	50000	1100000	11000
154	Sodium Bicarbonate 8.4% 50ml	80	10000	800000	8000
155	Heparin Inj. 5000 I.U /ml Inj.	757	50000	37850000	378500
156	Calcium Gluconate 10% Inj.	8	25000	200000	2000
157	Calcium Chloride 20% Inj.	50	15000	750000	7500
158	Fluconazole 100mg Inj.	561	25000	14025000	140250
159	Hydralazine 20mg Inj.	32	10000	320000	3200
160	Mitomycin 20mg Inj.	752	10000	7520000	75200
161	Haloperidol Inj 5mg/ml	12	2500	30000	300
162	Glyceryl Trinitrate 1mg/ml Inj	120	5000	600000	6000
163	Omeprazole Inj 40mg/Vial	380	50000	19000000	190000
164	Paracetamol 1 gm Injection	130	45000	5850000	58500
165	Levetiracetam 500mg inj.	355	2500	887500	8875
166	Hydrocortisone injection 100 mg	94	3000	282000	2820
167	Bupivacaine injection 50mg/10ml	285	20000	5700000	57000
168	Lignocain injection 2%	23	10000	230000	2300
169	Iron Sucrose injection 100 mg	593	10000	5930000	59300
170	Famotidine injection 40 mg	22	5000	110000	1100
171	Cyclosporin capsule 50 mg	110	20000	2200000	22000
172	Ensure Powder 400 gm or Equivalent	1400	1000	1400000	14000
173	Beneprotein 227 gm	3500	1000	3500000	35000
174	Novasource Renal 237 ml	600	1000	600000	6000
175	Glucerna Powder 400 gm or Equivalent	1800	500	900000	9000
176	Theophylline tablet 300 mg	6	5000	30000	300
177	Montelukast 10 mg tablet	30	5000	150000	1500
178	Levothyroxine tablet 25 mcg	2	500	1000	10



It is compulsory to quote the price of each item as required in technical specifications, however the Technically Qualified firms will be invited for opening of financial proposals and it is the discretion of procuring agency to award contract.

11. The above mentioned quantity shall be delivered by the Supplier as required by the Client.
12. The bidder shall provide samples of the quoted packs of each quoted item along with its bid and procuring agency may get sample provided analyzed either locally or from International Testing lab (Product value amounting more than 1 million) on the expense of the bidder.
13. 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.
14. For thermoliable drugs for which storage temperature is 2-8 degree centigrade. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermo log data from factory to Consignee's end.
15. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.
16. The supplier shall make sure the supply of medicines in Hospital Packs as demanded by the Procuring Agency.
17. The packing size will be as per the demand of PKLI team.
18. The quality of packing material, its labelling, packing structure and printing will be same as that of their commercial supply but according to PKLI requirement.
19. 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.
20. After signing of the Contract, the Supplier shall submit the samples of finished medicines in accordance with the above instructions for approval of the PKLI. All subsequent supplies must be in accordance with the approved samples.

#### **Shelf life**

- J. The shelf life must be up to 85% for the locally manufactured drugs and 75% for the imported drugs.
- JJ. 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.
- JJJ. 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".



**Expiry Replacement:**

Intimation regarding replacement of near expiry products will be given 3-6 months prior to expiry by the procuring agency. Vendor is bound to replace 100% unconsumed expired stock as per given intimations.

**Testing / Verification Procedures**

- I. After delivery of drugs and medicines at the Procuring Agency's premises, the Consignee shall send the provided samples from all batches of each consignment of the supplied store to the Drugs Testing Laboratory, Punjab/ NIH Islamabad/Drug Testing Lab (As required by Procuring Agency), for testing. The Committee constituted by the Procuring Agency shall inspect the quantity, specifications of goods after receipt of standard quality report of each batch of supplied store issued by Lab 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.
- II. The PKLI is well cognizant of its extra ordinary care. In addition to Procuring Agency's Inspection Committee, the Department's Inspection Committee will also conduct the inspection and collect 1-2 samples at random from any batch/ Supply. The sample(s) will be got tested by any international WHO accredited Laboratory in the light of given circumstances if required. The cost of such lab tests shall be borne by the Supplier. The supplier will directly pay the charges to that particular laboratory.
- III. 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 Procuring Agency 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.
- IV. 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.

**Transportation/Delivery Requirements**

- 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. The goods shall be delivered through reputable courier service having following features to ensure quality, quantity, safety & efficacy of supplied medicines & surgical disposable items:



- a) Traceable online dispatch and delivery record
  - b) Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies
- ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.
  - iii. All cold chain (perishable) items must be delivered in a safe and proper manner, prescribed for such types of items.

**Integrity Pact**

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

**Accreditation with PQCB**

All licensed manufacturers shall be bound to apply for accreditation and validation of manufacturer's Quality Control Department to the secretary provincial quality control board Punjab within six weeks after submission of proposal/bid, however sole agents are exempted from this requirement. However, the case of the firms showing inability to comply the requirement due to some cogent reasons will be presented to the Committee for decision





**ANNEXURE-B**

**Proposal Submission Form Bid Ref**

**No:** PRO / 038 / 2021

**Date of the Opening of Bids:**

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

**Head of Procurement**

Pakistan Kidney and Liver Institute & Research Center 1 PKLI Avenue, Opposite DHA Phase-6, The Knowledge Park, Bedian Road Lahore

**Subject: PROCUREMENT OF BULK FORMULAY MEDICINES**

Dear Sir,

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 (1/2 depending upon the quantity) collected from any supply of any district to be tested by international WHO recognized laboratory and will accept the results in addition to testing by DTL's,



Punjab or any other competent lab in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

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

**Authorized Signatures with Official Seal**



**ANNEXURE-C**

**Financial Proposal Submission Form**

[Location, Date]

To \_(Name and address of Client / Procuring Agency)\_

Dear Sir,

We, the undersigned, offer to provide the \_(Insert title of assignment)\_ in accordance with your Bidding Documents No. \_\_\_\_\_ dated \_(insert date)\_. Our attached Proposal is for the sum of \_(insert amount in words and figures)\_. This amount is inclusive of all applicable taxes, duties, octroi, shipment and transportation etc.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in \_\_\_\_\_ of the Bidding Documents.

We also declare that the Government of Pakistan / Punjab has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bidding Document.

We understand you are not bound to accept any Bidding Documents you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**ANNEXURE-D****Price Schedule/ Financial Cost Sheet**

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

It is compulsory to quote the price separately and drug item separately where required in technical specifications, however the lowest rate will be considered for drugs items only and it is the discretion of procuring agency to award contract of drug item. In case where offer rate is not given then drug item will be rejected straight forward.

**Name of the Firm:**

**Bid Reference. No:**

**Date of opening of Bid.**

<b>Sr#</b>	<b>No. Name of the tender Item</b>	<b>Quoted Brand</b>	<b>Unit Price (inclusive all applicable taxes + transportation  Charges, exclusive of GST)</b>	<b>No. of Units</b>	<b>Total Price (inclusive all applicable taxes + transportation  Charges ,exclusive of GST)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
					<b>4*5</b>
	<b>Total</b>				



A) FINAL TOTAL PRICE: -----

B) VOLUNTEER DISCOUNT2: -----

C) FINAL QUOTED PRICE: -----

(C=A-B)

Signature: -----

Designation: -----

Date: -----

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.

**Note:**

- a) **PKLI is GST exempted as per General Sales Tax (u/S 52 & 52-A of sixth schedule of Sales Tax Act 1990).**
- b) No other charges would be payable by the PKLI.
- c) Overwriting, cutting, use of fluid etc., are not allowed which may lead to cancelation of bid offered.
- d) Incomplete or semi filled bid shall be treated as Non-Responsive.
- e) Dual prices / conditional prices are not acceptable & will be rejected.

Stamp & Signature of Bidder \_\_\_\_\_



**ANNEXURE-E**

**POWER OF ATTORNEY**

(On Stamp Paper of Rs.50)

Know all men by these presents, we (name of the firm/JV/company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

this \_\_\_\_ day of \_\_\_\_\_ 2021 For

\_\_\_\_\_

(Signature)  
(Name, Designation and Address)

Accepted

(Signature)  
(Name, Title and Address of the Attorney) Date:



**ANNEXURE-F**

**UNDERTAKING (PKR 100 Stamp Paper)**

I/We, the undersigned solemnly state that:

1. I/We have read the contents of the Bidding Documents and have fully understood it.
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 Criteria mentioned in the Bidding Documents.
4. The undersigned are also eligible Bidders within the meaning of Clauses of the Bidding Documents.
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 all the charges of sample(s) (1/2 depends upon the size of the Supply Order) tested by any international WHO accredited Laboratory, collected by Department's Inspection Committee which will be paid directly to the International Lab and will accept the results.
10. I/We, further undertake that I/we will ready to pay the standard charges of testing samples along with sample quantity by DTL's Punjab or any other competent approved lab.

I /We affirm that the contents of this affidavit are correct to the best of our knowledge and belief. The document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

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

Signature (Company Seal) \_\_\_\_\_

In the capacity of Duly authorized to sign bids for and on behalf of



**ANNEXURE-G**

(To be submitted on legal stamp paper)

**AFFIDAVIT**

**(Integrity Pact)**

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 Procuring Agency)\_. 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 Procuring Agency)\_ 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.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support. [The Seller/Supplier/Contractor] 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 / support.

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 the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

Notwithstanding any rights and remedies exercised by the Procuring Agency in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] 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 the Procuring Agency.

\_\_\_\_\_ Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_





**ANNEXURE-H**  
**BID SECURITY FORM**

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name \_\_\_\_\_, Tender No. \_\_\_\_\_, (hereinafter called "the Tender") to the [Name and Address of the Procuring Agency] (hereinafter called "the Procuring Agency") for the Total Tender Price of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

**AND WHEREAS** [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

**THEREFORE**, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Procuring Agency, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Procuring Agency, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Procuring Agency having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Procuring Agency shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Procuring Agency shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until furnishing of the Performance Security, whichever is later.

Date this \_\_\_\_\_ day of 2021.

**GUARANTOR**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_



**ANNEXURE-I**

**PERFORMANCE SECURITY**

**BANK GUARANTEE**

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

(Must be one month later than the expiry date)

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name.

\_\_\_\_\_, Tender No. \_\_\_\_\_ (hereinafter called "the Contract") for the Contract Value of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Procuring Agency, in the form of unconditional and irrevocable Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. \_\_\_\_\_ (5% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Procuring Agency, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Procuring Agency, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Procuring Agency having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Procuring Agency shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Procuring Agency shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, whichever is later.



Date this \_\_\_\_\_ day of 2021.

**GUARANTOR**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_



**AGREEMENT**

**Contract Title:**

**[Name of Contractor]**

**Dated:**



## TABLE OF CONTENTS

- I. Agreement
- II. General Conditions of Contract
  - i. Contract
  - ii. Contract Duration
  - iii. Contract Documents and Information
  - iv. Contract Language
  - v. Standards
  - vi. Commercial Availability
  - vii. Patent Right
  - viii. Execution Schedule
  - ix. Packing
  - x. Delivery
  - xi. Payment
  - xii. Price
  - xiii. Contract Amendment
  - xiv. Assignment / Subcontract
  - xv. Extensions in time for performance of obligations under the Contract
  - xvi. Liquidated Damages
  - xvii. Blacklisting
  - xviii. Termination for Default
  - xix. Termination for Insolvency
  - xx. Termination for Convenience
  - xxi. Force Majeure
  - xxii. Dispute Resolution
  - xxiii. Expiry Replacement
  - xxiv. Statutes and Regulations
  - xxv. Taxes and Duties
  - xxvi. Contract Cost
  - xxvii. The Client
  - xxviii. Authorized Representative
  - xxix. Waiver



This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Pakistan Kidney and Liver Institute and Research Centre (the “Client”)**, on the one part, and

**[full legal name of Contractor]**, on the other part severally liable to the Client for all the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

### RECITALS

#### WHEREAS,

- (a) The PKLI intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the supply of medicine as described in the contract.
- (b) The Client has requested the Contractor to provide certain supply of Formulary medicine as described in Tender Document; and
- (c) The Contractor, agreed to provide such supply on the terms and conditions set forth in this Contract.

#### NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Client to supply of Formulary medicine and to remedy defects therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Client to the Contractor.
2. The Client hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the material.
3. The following shall be deemed to form and be read and construct as part of this Contract:
  - a. Letter of Acceptance
  - b. Work Order/Purchase Order



- c. The Bidding Document
- d. Bidder's Proposal
- e. Terms and Conditions of the Contract
- f. Special Stipulations
- g. The Technical Specifications
- h. Price Schedule
- i. Performance Security
- j. Any Standard Clause acceptable for Client

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS, whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

**FOR PKLI**

Signature:

Name:

Witnessed By:

**WITNESSES**

Signature

Name

CNIC

Designation

**FOR CONTRACTOR**

Signature:

Name:

Witnessed By:

Signature

Name

CNIC

Designation



## **General Conditions of Draft Contract**

### **i. Contract**

The Client shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Bidding Document, to the successful Bidder. Within three working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Client.

### **ii. Contract Duration**

The duration of Framework Contract shall be for the period one year starting from the date of issuance of Letter of Acceptance. Contract is extendable with mutual consent of both parties depends upon satisfactory performance of the contractor prior to the approval of competent authority of PKLI & RC.

### **iii. Contract Documents and Information**

The Contractor shall not, without the Client's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, sample(s) or information furnished by or on behalf of the Client in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### **iv. Contract Language**

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Client, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

### **v. Standards**

The Medicine/Drugs provided under this Contract shall conform to the authoritative latest industry standards.

### **vi. Commercial Availability**

The Medicine/Drugs supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Medicine/Drugs shall have been sold under two separate contracts by manufacturer globally.

### **vii. Patent Right**

The Contractor shall indemnify and hold the Client harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Medicine/Drugs or any part thereof.



**viii. Execution Schedule**

Order for material will be placed 15 days before the requirement through written intimation(s) by concerned technical team, after the issuance of Letter of Acceptance.

**ix. Packing**

The Contractor shall provide such packing of the Medicine/Drugs as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Medicine/Drugs to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

**x. Delivery**

- a) The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable Goods/Items with any associated/relevant documentation. The approach shall address shipment of deliverables to the various designated sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Medicine/Drugs at designated points, as specified by the Client at the time of delivery.
- b) The Medicine/Drugs shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Medicine/Drugs is completed.
- c) The Contractor shall ensure that the Medicine/Drugs shall be delivered complete with DTL samples for submission. If it shall appear to the Client that the Medicine/Drugs have been or are likely to be delayed because of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Medicine/Drugs or suitable replacements thereof to the site of delivery by the fastest available means including air freight.
- d) The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the



transport of the Medicine/Drugs to the place of destination as specified in the Contract.

**xi. Payment**

- a) The Contractor shall provide all necessary supporting documents along with invoice i.e. GD, Packing list, air way bill etc. in case of WHT (income tax) exemption.
- b) The Contractor shall submit an Application for Payment, to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Medicine/Drugs supplied, Application for Payment and subsequent to the period covered by the last preceding Payment, if any
- c) The Client shall get verified the details of Medicine/Drugs delivered against the invoice and Payment shall be made on complete delivery of Medicine/Drugs after issuance of satisfactory certificate by concerned team, as per details given in the Letter of Acceptance/Purchase Order.
- d) The Client shall pay the amount verified within thirty (30) days after DTL clearance. Payment shall be made against the deliveries of each frame/purchase order/work order. The Client shall make payment for the Medicine/Drugs supplied, the Services provided, as per Government policy, in Pak Rupees, through cheque.
- e) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

**xii. Price**

The Contractor shall not charge prices for the Medicine/Drugs, the provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

**xiii. Contract Amendment**

- a) The Client may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- b) The Contractor shall not execute any Change until and unless the Client has allowed the said Change, by written order served on the Contractor.
- c) The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- d) No variation in or modification in the Contract shall be made, except by written



amendment signed by both the Client and the Contractor.

**xiv. Assignment / Subcontract**

- a) The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's prior written consent.
- b) The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

**xv. Extensions in time for performance of obligations under the Contract**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Client with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Client shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

**xvi. Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.067% of the total Contract Price which is attributable to such part of the Medicine/Drugs, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

**xvii. Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Client may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated

period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PKLI Procurement Manual.

**xviii. Termination for Default**

- a) If the Contractor fails / delays in performance of any of the obligations, under the Contract /violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- b) If the Client terminates the Contract for default, in whole or in part, the Client may procure, upon such terms and conditions and in such manner as it deems appropriate, Medicine/Drugs, similar to those undelivered, and the Contractor shall be liable to the Client for any excess costs for such similar Medicine/Drugs. However, the Contractor shall continue performance of the Contract to the extent not terminated.

**xix. Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent, the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

**xx. Termination for Convenience**

- a) The Client may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- b) The Medicine/Drugs which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Procuring Agency.
- c) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Medicines/Drugs previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

**xxi. Force Majeure**



- a) For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract / Letter of Acceptance impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.
- b) The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure / delay in performance /discharge of obligations under the Contract / Letter of Acceptance is the result of an event of Force Majeure.
- c) If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by The Client in writing, The Contractor shall continue to perform under the Contract / Letter of Acceptance as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor  
(ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract / Letter of Acceptance and (B) avoid or overcome in the carrying out of its obligations here under.
- e) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

**xxii. Dispute Resolution**

- a) The Client and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract / Letter of Acceptance.
- b) If, after thirty working days, from the commencement of such informal negotiations, the



Client and the Contractor have been unable to amicably resolve a Contract / Letter of Acceptance dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

**XXiii. Expiry Replacement**

Intimation regarding replacement of near expiry products will be given 3-6 months prior to expiry by the procuring agency. Vendor is bound to replace 100% unconsumed expired stock as per given intimations.

**xxiv. Statutes and Regulations**

- a) The Contract / Letter of Acceptance shall be governed by and interpreted in accordance with the laws of Pakistan.
- b) The Contractor shall, in all matters arising in the performance of the Contract/ Letter of Acceptance, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Client indemnified against all penalties and liability of any kind for breach of any of the same.
- b) The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

**xxv. Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

**xxvi. Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Client shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

**xxvii. The Client**

- a) The Client shall only carry out such duties and exercise such authority as specified in the Contract/ Letter of Acceptance. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract/ Letter of Acceptance, except as expressly stated in the Contract.



- b) The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- c) The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

**xxviii. Authorized Representative**

- a) The Procuring Agency, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- b) The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Procuring Agency, the Client or the Contractor.
- c) Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- d) Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- e) Notwithstanding Clause 53.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.
- f) If the Contractor questions any decision or instruction of the Authorized Representative of the Client/ the Client, the Contractor may refer the matter to the Client/ the Client who shall confirm, reverse or vary such decision or instruction.

**Xxix. Waiver**

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract/ Letter of Acceptance, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

**Special Stipulations****SCHEDULE-A, SPECIAL STIPULATIONS****For ease of Reference, certain special stipulations are as under:**

Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security (earnest Money) as under: in the form of Demand Draft / Pay Order / Call Deposit Receipt, irrevocable Bank guarantee in the name of the Procuring Agency; for a sum equivalent to MENTIONED IN THE BIDDING DOCUMENTS; denominated in Pak Rupees; Have a minimum validity period of 120 days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
Delivery Period	Order for material will be placed 15 days before the requirement through written intimation(s) by concerned technical team, after the issuance of Letter of Acceptance.
Liquidated damages for failure / delay in supply of Goods / Items by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price,





	<p>as liquidated damages, a sum of money @0.067% of the total Contract Price which is attributable to such part of the Goods / Items, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.</p>
--	---

**SPECIAL CONDITIONS**

- 1 REPRESENTATIVE OF THE CONTRACTOR
- 2 REPRESENTATIVE OF THE CLIENT
- 3 VENUE OF ARBITRATION: Lahore, Pakistan