



**BIDDING DOCUMENT  
FOR THE PURCHASE OF MEDICINES  
DRUG/NON-DRUG ITEMS FOR  
SERVICE DELIVERY OUTLET  
(POPULATION WELFARE DEPARTMENT  
AND UNDER ADP SCHEMES)**



**DIRECTORATE GENERAL  
POPULATION WELFARE DEPARTMENT  
14-BABAR BLOCK, NEW GARDEN TOWN LAHORE**



**DIRECTORATE GENERAL**  
**POPULATION WELFARE DEPARTMENT**  
**INVITATION FOR BIDS**



Sealed Bids are invited from well reputed Pharmaceutical Manufacturer of Medicine/Drugs/Non-Drug Items and from authorized Agents of Foreign Manufacturers for the Purchase & Supply of Medicine/Drugs/non-drug items on **F.O.R** basis for Directorate General, Population Welfare Department (through single stage-two envelop procedure as provided in PPRA Rules,2014) as per detail mentioned below. The sale of tenders / bidding documents will be started from the date of publication of this advertisement in press and PPRA website.

Sr. #	Name of Tender	Last Date for purchase of Tender	Date & time of Receiving Tender	Date & Time of Opening Tender	Amount of CDR
01	<b>Tender for the Purchase of Medicines Drug/Non Drug Items for Service Delivery Outlets (Population Welfare Department and ADP Schemes)</b>	<b>31-12-2018 During Office Hours</b>	<b>01-01-2019 at 11:00 AM</b>	<b>01-01-2019 at 11:30 AM</b>	<b>2% of the Estimated Price</b>

1. Tender Documents containing terms & conditions, detailed specifications and quantity of required medicine can be obtained on Payment of Rs.500/- per item (Non-refundable being the tender Cost) from the office of Director General, Population Welfare Department, 14- Babar Block, New Garden Town, Lahore on any working day during office hours. A copy of tender notice and bidding documents are also available for information on the website of Punjab Procurement Regulatory Authority and Population Welfare Department, Punjab i.e. [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) & [www.pwd.punjab.gov.pk](http://www.pwd.punjab.gov.pk)
2. The interested bidders shall drop their bids in the tender box placed in committee room of Directorate General, Population Welfare Department, 14-Babar Block, New Garden Town, Lahore at given date & time. Any bid received after specified time will not be entertained. Bids will be opened in Committee Room of the office of Director General, Population Welfare Department, 14-Babar Block, News Garden Town, Lahore according to the schedule given above in presence of bidders or their authorized representatives who choose to present at the time of opening.
3. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
4. The Procuring agency shall upon request communicate to any bidder, the ground for its rejection of all bids or proposals, but shall not be required to justify those grounds.
5. 2% Earnest money of the estimated price (mentioned against each item in the bidding document) will be attached with the bid in the shape of deposit at call issued in favor of Director General, Population Welfare, Punjab.
6. Procurement shall be governed by the Punjab Procurement Rules 2014 (amended).
7. All the items will be supplied in the Ware House of Population Welfare Department, Punjab, at 11 Rahim Farm near Bhobatiaan Chowk, Raiwind Road, Lahore.
8. **Single Stage –Two envelope procedures (Technical & Financial) as per rule 38 (2)(a) of PPRA Rules, 2014, shall be applied.**
  - i) Tenders should be submitted comprising a single package containing two separate envelops. Each envelop will contain separately the financial proposal and the technical proposal.
  - ii) Envelop shall be marked as “**Financial Proposal**” and “**Technical Proposal**” in Bold and legible letters to avoid confusion. The financial proposal envelop will only be opened after technically approved as per PPRA Rules, 2014.
  - iii) On rejection of Technical Proposal, the Financial Proposal will be returned unopened. The Department will not be responsible for any opening of Financial Proposal, where it is submitted collectively for all the items, or found opened on submission or not properly sealed.
9. The firms already under process of disciplinary action, defaulter or black listed with any government/organization will not be allowed to participate.

**INCHARGE**  
**(PROCUREMENT & LOGISTICS CELL)**  
Population Welfare Department  
(Phone No. 042-99232478)

# Bid Data Sheet

Sr.#	Description	Detail
1	Bid reference number	T.E.No.DD (Proc)/ DGPWD/Medicines/ 2018-19
2	Commencement of sale of Bidding Documents	From the date of Publication
3	Last date of sale of Bidding Document	31-12-2018 during office hours
4	Last date and time for the receipt of bids	01-01- 2019 at 11:00 AM
5	Date, and venue of opening of bids	01-01- 2019 at 11:30 AM O/O Director General Population Welfare Department, 14-Babar Block, New Garden Town, Lahore
6	Bid Currency	Pak Rupee, On free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.
7	Language of bid	English or Urdu
8	Amount of bid security	2% of the estimated price
9	Bid validity period	30-06-2019
10	Bidding procedure	Single stage two envelope procedure
11	Address for communication:	Incharge Procurement & Logistics Cell Directorate General, Population Welfare Department, 14-Babar Block, New Garden Town, Lahore. Telephone(s) : +92-42-99232478
12	Focal Person of the Firm/Company	The focal person should be permanent employee of firm for communication with the PROCUREMENT & LOGISTICS CELL of PWD during tender process and supplies.
13	Performance Guarantee:	It will be 5% of the Contract Value in the shape of Bank Guarantee from any scheduled bank.

**SECTION 1**  
**Invitation to Bid**



POPULATION WELFARE DEPARTMENT  
PROCUREMENT & LOGISTICS CELL



**LETTER OF INVITATION**

Subject: **PROCUREMENT OF MEDICINES/DRUGS/NON-DRUGS ITEMS FOR THE F.Y. 2018-19**

Dear Sir/Madam

Dated \_\_\_\_\_

1. The Directorate General, Population Welfare Department, Punjab, Lahore, invites sealed bids (Technical & Financial) from eligible bidders for the finalization of Contract for the provision of Drugs/Non-Drugs on free delivery at consignee's end basis in quantities and specifications more specifically described in the Bidding Documents.
2. The validity of Contract would be for a period of one year starting from the date of signing of Contract.
3. Bidding shall be conducted as per the procedure specified in the Bidding Documents.
4. Interested bidders may obtain further information and inspect the Bidding Documents at the address given below from 08:00 AM to 04:00 PM on any working day before closing date or the same can be examined online at Population Welfare Department's website [www.pwd.punjab.gov.pk](http://www.pwd.punjab.gov.pk)
5. A complete set of original Bidding Documents shall be purchased from the office on working days from 08:00 am to 04:00 PM on submission of a written application and payment of non-refundable fee of Pak Rupees 500/- per item only
6. Bids must be delivered, in the manner prescribed, at or before \_\_\_\_\_ hours on \_\_\_\_\_ 2018. Late Bids will be rejected. Bids will be opened on the same day at \_\_\_\_\_ in presence of bidders or their representatives.
7. All bids must be accompanied with a bid security which is 2% of the estimated price mentioned in the schedule of requirement against each item in form of Call Deposit Receipt in favor of the **Director General, Population Welfare Department, Punjab, Lahore.**
8. Interested bidders may visit the website [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) & [www.pwd.punjab.gov.pk](http://www.pwd.punjab.gov.pk) for more information.
9. 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.
10. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of submission and opening of tenders accordingly. The time and venue shall remain the same.

**Note**

The Procurement/bidding process shall be governed by the Punjab Procurement Rules, 2014.

**INCHARGE**  
**(PROCUREMENT & LOGISTICS CELL)**  
Population Welfare Department

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

**SECTION II**

**Instructions to Bidders**

## **A INSTRUCTION TO BIDDERS (ITB)**

### **1 Eligible Bidders**

- 1.1 This Invitation for Bids is open to all Original Manufacturers or their authorized distributors and in case of imported goods, their Sole Agents / Importer or their authorized Distributors in Pakistan, for supply of Drugs /Bulk Purchase Medicines/Non Drug Items on Free Delivery to Consignee's end basis.
- 1.2 The importer / sole agent must possess a valid authorization from the Foreign Principal / Manufacturer and drugs sale license issued by the competent authority in Pakistan and in case of manufacturer they should have a documentary proof of valid drugs manufacturing license.
- 1.3 The bidder shall also have to submit a copy of registration certificate and Memorandum of Association / Partnership deed registered with the Registrar of Companies in Pakistan. However, in case of Manufacturer, they should have a documentary proof as prescribed in the *Section V*, Bid Form, to the effect that they are the original Manufacturer of the required specifications of Goods.
- 1.4 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.

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

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

*(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*

*(ii) Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*

*(iii) Corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*

*(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or*

*attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*

*(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise and audit rights*

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

### **3 Bidding Procedure.**

- 3.1 **Single Stage – Two Envelopes** Bidding Procedure as per rule 38(2)(a) of PPRA Rules 2014(amended) shall be applied:
  - i. The bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal.
  - ii. The envelopes shall be sealed & marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
  - iii. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;

- iv. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;
- v. The Procuring Agency shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- vi. During the technical evaluation, no amendments in the technical proposal shall be permitted;
- vii. The Financial Proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
- ix. The financial proposal of bids found technically non-responsive or non-compliant shall be returned un-opened to the respective bidders.
- x. The bid found to be the lowest financially evaluated bid shall be accepted.

#### **4 Eligible Goods and Services**

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

#### **5 Cost of Bidding**

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

#### **6 Bidding for Selective Items Bidder,**

- 6.1 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 SECTION SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.**

## THE BIDDING DOCUMENTS

### 7 Contents of the Bidding Document

7.1 The Documents required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB) (*Section-II*)
- (b) Schedule of Requirements & Technical Specifications (*Section-III*)
- (c) Evaluation Criteria (*Section-IV*)
- (d) Bid Forms (*Section-V*)
  - i) Letter of intention (*Bid Form 1*)
  - ii) Affidavit (*Bid Form 2*)
  - iii) Manufacturers Authorization (*Bid Form 3*)
  - iv) Price Schedule (*Bid Form 4*)
  - v) Performance Guarantee (*Bid Form 5*)
- (f) Draft Standard Contract (*Section-VI*)
  - i) Contract Form
  - ii) Schedule of Requirement (*Annex-A*)
  - iii) General Conditions of the Contract (*Annex-B*)
  - iv) Special Conditions of Contract (*Annex-C*)
  - v) Payment Schedule (*Annex-E*)

7.2 The “Invitation for Bids” is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the Bidding Documents shall take precedence.

7.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.

### 8 Clarification(s) on Bidding Documents.

8.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than Ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids.

### 9 Amendment(s) to the Bidding Documents.

9.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

- 9.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, E-mail or Fax, and shall be binding on them.
- 9.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

## **PREPARATION OF BIDS**

### **10 Language of Bids.**

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

### **11 Document Comprising the Bids**

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

### **12 Bid Price.**

- 12.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods, it proposes to supply on free delivery to the consignee end under the Supply Order/Contract.
- 12.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.
- 12.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.
- 12.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage charges till the destination (on free delivery to Consignee's end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.-
- 12.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

- 12.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bid.
- 12.7 While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

### **13 Currencies.**

- 13.1 Prices shall be quoted in Pak Rupees.

### **14 Submission of Samples.**

- 14.1 The Bidder shall provide two (2) samples of quoted goods a quantity prescribed by the Procuring Agency along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Section III. However, samples of cold chain (perishable) goods will be called later at the time of technical evaluation of bids.

### **15 Documentation on Eligibility of Bidders.**

- 15.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Supply Order/Contract if its bid is accepted.
- 15.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under instruction to bidders..

### **16 Documentation on Eligibility of Goods.**

- 16.1 The Bidder shall furnish, as part of its bid (Bid Form), documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.
- 16.2 The Importer/Authorized Dealer shall have to produce letter of authorization from Manufacturer (Foreign Principal) and in case of Manufacturer, documentary proof including drug manufacturing license / registration certificate, to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
- 16.3 National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
- 16.4 The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.

- 16.5 The bidder should have minimum one-year experience in the market. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the last one year. Market availability will be ascertained by Technical Committee or Committee Constituted for the Purpose by the Chairman TAC whom decision will be final.
- 16.6 The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
- 16.7 The bidder must indicate the registration number, make of country of origin / Manufacturer of the drugs, production capacity of the firm for the quoted item(s), its financial status, batch capacity, necessary assurance of quality production, GMP , and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants for Drug Items.
- 16.8 The bidder shall provide a list of plant, major machinery and equipment installed in the factory for Drug Items. In case of imported Drugs / Medicines, the profile / credentials of the foreign Manufacturer in the respective foreign country, shall be provided along with bid.

## **17 Bid Security.**

- 17.1 Earnest money 2% of the estimated cost mentioned in the schedule of requirement against each item will be in the shape of Call Deposit issued in favor of Director General, Population Welfare Department, Punjab, Lahore, should be attached with the quoted documents.

## **18 Bid Validity.**

- 18.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- 18.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- 18.3 Bidders who,-
  - (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
  - (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

## **19 Format and Signing of Bids.**

- 19.1 The Bidder shall prepare and submit its bid along with original purchase receipt and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.
- 19.2 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory by the person(s) duly authorized by the bidder.
- 19.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid. SUBMISSION OF BIDS

## **20 Sealing and Marking of Bids.**

- 20.1 The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/bids in separate envelopes. The envelopes shall then be sealed in an outer envelope marked with Bid Reference Number & Tender No.
- 20.2 The inner and outer envelopes shall:
  - (a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
  - (b) Bid Reference, Tender No, Items/No., Schedule of Requirements & Technical Specifications and a statement: “DO NOT OPEN BEFORE,” the time and the date specified for opening of Bids.
- 20.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.
- 20.4 If the outer as well as inner envelope is not sealed and marked as required by 20.1 to 20.3 above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

## **21 Deadline for Submission of Bids**

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

## **22 Late Bids**

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

## **23 Withdrawal of Bids**

23.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.

23.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in initiation of legal action against the firm.

## **OPENING AND EVALUATION OF BIDS**

### **24 Opening of Bids by the Procuring Agency.**

24.1 The Procuring Agency shall initially open only the envelope marked "TECHNICAL PROPOSAL" in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.

24.2 The bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

### **25 Clarification of Bids.**

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

### **26 Preliminary Examination.**

26.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

## **27 Evaluation of Bids.**

- 27.1 The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, previous test reports, inspection of plant/ factory / premises by the Department, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders.
- 27.2 The merit point system for weighing evaluation factors/ criteria can be applied for the TECHNICAL PROPOSALS. The number of points allocated to each factor shall be specified in the Evaluation Report. Copies of concerned documents should be provided by the firm.
- 27.3 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, , if required on C&F basis.
- 27.4 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.

## **28 Qualification & Disqualification of Bidder**

28.1 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 Rejection of Bids**

29.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with Punjab Procurement Rules-2014 (PPR-2014). The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

29.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 29.1 towards Bidders who have submitted bids.

29.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

## **30 Re-Bidding**

30.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 29, 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.

30.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

## **31 Announcement of Evaluation Report**

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

## **32 Acceptance of Bid and Award Criteria**

32.1 The Bidder the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the provincial Government, shall be awarded the Supply orders/contract, within the original period of bid validity.

## **33 Procuring Agency's Right to vary quantities at the time of Award**

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

## **34 Notification of Award**

34.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.

- 34.2 The Directorate General, Population Welfare Department will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Security within 10 (Ten) days after receiving of AAT. After receipt of Performance Security, the department may issue Supply Order/Contract.
- 34.3 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

### **35 Performance Guarantee/Security.**

- 35.1 Before issuance of Supply Orders/Contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the manner prescribed by the Procuring Agency.
- 35.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.
- 35.3 The Performance Guarantee will be 5% of the Supply Order/Contract amount. The Performance guarantee will be deposited in shape of deposit at call. The said security will be released after successful completion of the contract.
- 35.4 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.

### **36 Price Reasonability Certificate:**

- 36.1 Where response to a tender inquiry will be poor or a single offer will be received or rate received will otherwise consider to be on the higher side the following certificate shall be demanded from the bidder to ensure the reasonableness of the quoted price **“CERTIFIED THAT THE PRICE QUOTED TO THIS DEPARTMENT AGAINST THE ITEM MENTIONED AT SR. NO.—ARE NOT MORE THAN THE PRICES CHARGED FROM ANY DEPARTMENT/ORGANIZATION IN THE COUNTRY AND IN CASE OF DISCREPENCY, THE BIDDER HEREBY UNDERTSKES TO REFUND THE PRICE IN EXCESS”**

### **37 Drug Act 1976/ DRAP Act 2012 Compliance.**

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

***SECTION III***  
***SCHEDULE OF***  
***REQUIREMENTS &***  
***TECHNICAL***  
***SPECIFICATIONS***

**A LIST OF DRUGS/MEDICINES ALONGWITH SPECIFICATIONS**

Sr. No.	Name of Medicines	Specification	Packing	Qty. required	Amount of CDR
1	Tab. Paracetamol	500mg	Blister	5,050,000	85,547
2	Syp. Paracetamol	120mg/5ml	60ml / bottle	105,000	63,525
3	Tab. Mafenamic Acid	250mg	Blister	840,000	27,720
4	ORS Packets	Sodium Chloride 2.6gm, Potassium Chloride 1.5gm, Trisodium Citrate 2.9gm, Glucose Anhydrous 13.5gm	Sachet	304,000	62,533
5	Tab. Metronidazole	400mg	Blister	940,000	31,020
6	Cap. Ampicilline + Cloxacilline	500mg	Blister	1,346,000	130,293
7	Syp. Ampicilline + Cloxacilline	250mg/5ml	60ml / bottle	206,000	199,408
8	Cap. Doxycycline	100mg	Blister	1,050,000	50,820
9	Syp. Multivitamin + minerals	Multivitamin + Mineral	120ml / bottle	296,000	429,792
10	Tab. Multivitamin + minerals	Multivitamin + Mineral	Blister / bottle	1,340,000	81,070
11	Tab. Ferrous Fumarate + Folic Acid	Ferrous Femurate 150-350mg + folic acid 0.5mg	Blister	1,280,000	15,770
12	Tab. Calcium Lactate / Carbonate + Vitamin D	Elemental Calcium 400-600mg+Vit.D 100-125 IU	Blister/ Bottle	1,375,000	116,463
13	Povidone Iodine Solution	Povidone Iodine 10% aqeous solution	450ml / bottle	14,200	78,100
14	Clotrimazole-vaginal pessary with single applicators	500mg	1 tab/ pack	155,000	170,500

**B LIST OF NON DRUG ITEMS ALONGWITH SPECIFICATIONS**

Sr. No.	Name of Medicines	Specification	Packing	Qty. required	Amount of CDR
1	Disposable Gloves,	Rubber Latex Examination Gloves	100 Gloves per Box	1850 Box	20,350

**Delivery Period:** The supplies shall be delivered within 45 days or as may be defined in Supply Order with effect from the next date after the issuance of Supply order. In case of late delivery of medicines beyond the periods specified in the Schedule of Requirement, penalty @2% per month or 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.

***SECTION IV***  
***EVALUATION***  
***CRITERIA***

## A-I COMPULSORY CRITERIA FOR LOCAL MANUFACTURERS (FIRM)

Failure to comply with the Compulsory Criteria will result in Disqualification of bidder.

Sr. No	Clause	DOCUMENTS REQUIRED	COMPLIANCE STATUS (YES/NO)
1	National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable).	Documentary proof shall have to be provided by each bidder.	
2	The firm undertakes that it has provided/attached valid and renewed (if renewal due as per the Law) Drugs Manufacturing License issued by DRAP.	Valid Drug Manufacturing License issued by DRAP.	
3	The firm undertakes that it has provided/attached all valid Drugs Registration Certificates issued by DRAP against all quoted items.	Valid Drug Registration Certificate issued by DRAP against all quoted items	
4	The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.	Affidavit on Legal Stamp Paper of Rs. 100/-	
5	The firm undertakes that it has provided/attached valid GMP Certificate Issued by DRAP. (Only those Sections & Pharmaceutical Category will be considered whose GMP Inspection Report declared satisfactory and/or which are mentioned in the GMP Certificate)	Valid Good Manufacturing Practices (GMP) Certificate issued by the Drug Regulatory Authority Pakistan (DRAP)	
6	The firm undertakes that it has provided valid ISO/Quality Management System/other International Certificate of the manufacturer.	Valid ISO 9001:2008 & Certificate/Quality Management System/Other International certificate of the manufacturer (e.g., WHO/ US FDA Prequalification /Approval & ISO 14001 and ISO 18001 etc.	
7	Is the facility having functional Heating, Ventilation & Air Conditioning System (HVAC)?		
8	Are the equipment installed in Quality Control, Quality Assurance & Microbiological laboratories calibrated & validated? (In case of non-compliance the firm will not be Qualified.)	Calibration & Validation Certificates	
9	Undertaking on the judicial Papers that minimum five batches of any product of the firm have not been declared substandard by the Drug Testing Laboratory during last two years.	Undertaking on Judicial Papers	

**A-II. COMPULSORY CRITERIA FOR LOCAL MANUFACTURERS (Quoted Product/Item wise) – Drug/Medicine Items**

Failure to comply with compulsory Criteria will result in disqualification of bidder.

S. NO.	Criteria	COMPLIANCE STATUS (YES/NO)
1	Drug Registration Number.	
2	Documentary Proof of One Year experience of Manufacturing of item (from date of registration).	
3	(2) Samples of quoted Product(s) according to the strength and packing of demand of enquiry. Bid will be rejected in absence of samples. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfil the requirements as per Labelling and Packing Rules 1986 as amended from time to time framed under Drug Act 1976/DRAP Act 2012 shall be considered for evaluation.	
4	Undertaking Regarding Non Declaration of Spurious/Adulterated batch by DTLs of the Punjab/any Competent Lab of quoted item within last one year.	
5	Detail of any Punitive Action taken by DRAP, PQCB and/or Conviction by Drug Court within last one year (if any).	
6	DTL Samples substandard (Not over 5% within last one year (If any)).	

To establish its qualification, the firm shall provide the information requested in the respective annexures and requirements with documentary proof.

**B-I COMPULSORY CRITERIA FOR SOLE AGENTS OF DRUGS/MEDICINE (FIRM)**

Failure to comply with compulsory Criteria will result in disqualification of bidder

Sr. No	Clause	DOCUMENTS REQUIRED	COMPLIANCE STATUS (YES/NO)
1	National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable).	Documentary proof shall have to be provided by each bidder.	
2	The firm undertakes that it has provided/attached valid and renewed (if renewal due as per the Law) Drugs Sale License issued by Competent Authority for Sole Agents of Local/Foreign Principal.	Valid Drugs Sale License issued by Competent Authority for Sole Agents of Local/Foreign Principal.	
3	The firm undertakes that it has provided/attached Valid Sole Agency Agreement. (Verification from Principal is mandatory that will be done by PWD).	Valid Sole Agency Agreement.	
4	The firm undertakes that it has provided/attached all valid Drugs Registration Certificates issued by DRAP against all quoted items.	Valid Drug Registration Certificate issued by DRAP against all quoted items	
5	The firm shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government	Affidavit on Legal Stamp Paper of Rs. 100/-	

	(Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.		
6	The firm undertakes that it has provided/attached valid GMP Certificate Issued by Drug Regulatory Authority of Country of Manufacturer. Only those Sections & Pharmaceutical Category will be considered whose GMP Inspection Report declared satisfactory and/or which are mentioned in the GMP Certificate.	Valid Good Manufacturing Practices (GMP) Certificate Issued by Drug Regulatory Authority of Country of Manufacturer.	
7	The firm undertakes that it has provided valid ISO/Quality Management System/other International Certificate of the manufacturer.	Valid ISO 9001:2008 & Certificate/Quality Management System/Other International certificate of the manufacturer (e.g., WHO/ US FDA Prequalification/ Approval & ISO 14001 and ISO 18001 etc.	
8	The firm undertakes that it has provided/attached the product's valid CE/MHLW/FD or approved by WHO. Certificates provided by the firm on its own letter head are not acceptable.	Documentary Proof	

## **B-II COMPULSORY CRITERIA FOR SOLE AGENTS (Quoted Product/Item wise) - Drug Items**

Failure to comply with compulsory Criteria will result in disqualification of bidder

<b>S. NO.</b>	<b>Criteria</b>	<b>COMPLIANCE STATUS (YES/NO)</b>
	Drug Registration Number.	
1	Documentary Proof of One Year experience of manufacturing of item (from date of registration).	
2	(2) Samples of quoted Product(s) according to the strength and packing of demand of enquiry. Bid will be rejected in absence of samples. Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfil the requirements as per Labelling and Packing Rules 1986 as amended from time to time framed under Drug Act 1976/DRAP Act 2012 shall be considered for evaluation.	
3	Quality compliance Standards EMA/CE/US FDA or approved by WHO (Certificates)	
4	Undertaking Regarding Non Declaration of Spurious/Adulterated batch by DTLs of the Punjab/any Competent Lab of quoted item within last one year	
5	Detail of any Punitive action taken by DRAP, PQCB and/or Conviction by Drug Court within last one year.	
6	Valid Sole Agency Agreement.	
7	Verification of Sole Agency Agreement from foreign Principal	
8	DTL Samples substandard (Not over 5% within last one year (If any).	

To establish its qualification, the firm shall provide the information requested in the respective annexures and requirements with documentary proof. The firm will be qualified for the particular item/Brand.

**B. ORDINARY PARAMETER**

Sr. #	PARAMETERS	DETAIL	Total Marks	REMARKS																								
1.	<b>Past Performance of the bidder (Last two years)</b>	Major institutions served, Past performance, contract execution <table border="1"> <tr> <td>i.</td> <td>1</td> <td>2</td> </tr> <tr> <td>ii.</td> <td>2 to 3</td> <td>4</td> </tr> <tr> <td>iii.</td> <td>4 to 5</td> <td>6</td> </tr> <tr> <td>iv.</td> <td>6 to 7</td> <td>8</td> </tr> <tr> <td>v.</td> <td>8 &amp; above</td> <td>10</td> </tr> </table>	i.	1	2	ii.	2 to 3	4	iii.	4 to 5	6	iv.	6 to 7	8	v.	8 & above	10	10	The claim requires documentation from the concerned institution									
i.	1	2																										
ii.	2 to 3	4																										
iii.	4 to 5	6																										
iv.	6 to 7	8																										
v.	8 & above	10																										
2.	<b>Market experience of Quoted product</b>	<table border="1"> <tr> <td>(a)</td> <td>Market Availability of quoted item in leading Chain stores &amp; pharmacies for at least One year.</td> <td>07</td> </tr> <tr> <td>(b) ii.</td> <td>1-2 years</td> <td>03</td> </tr> <tr> <td>iii.</td> <td>2-4 years</td> <td>05</td> </tr> <tr> <td>iii.</td> <td>5-6 years</td> <td>08</td> </tr> </table> <p>Total Marks (a+b)</p>	(a)	Market Availability of quoted item in leading Chain stores & pharmacies for at least One year.	07	(b) ii.	1-2 years	03	iii.	2-4 years	05	iii.	5-6 years	08	15	Product having less than one year experience is ineligible. Experience will be confirmed from the date of registration. The market experience will not go beyond the date of registration. The market availability will be calculated on the basis of date of commercial invoice.												
(a)	Market Availability of quoted item in leading Chain stores & pharmacies for at least One year.	07																										
(b) ii.	1-2 years	03																										
iii.	2-4 years	05																										
iii.	5-6 years	08																										
3.	<b>Credibility &amp; Certification of Manufacturer</b>	<table border="1"> <tr> <td>i.</td> <td>Valid cGMP Certification</td> <td>05</td> </tr> <tr> <td>ii.</td> <td>Valid ISO Certification</td> <td>05</td> </tr> <tr> <td>iii.</td> <td>Any Other international reputed certification</td> <td>03</td> </tr> <tr> <td>iv.</td> <td>Pre-qualification with Govt./ Semi Govt. &amp; Autonomous Institutions (other than Population Welfare Department) Govt. of the Punjab.</td> <td>03</td> </tr> </table>	i.	Valid cGMP Certification	05	ii.	Valid ISO Certification	05	iii.	Any Other international reputed certification	03	iv.	Pre-qualification with Govt./ Semi Govt. & Autonomous Institutions (other than Population Welfare Department) Govt. of the Punjab.	03	16	cGMP certificate issued by the concerned Drug Regulatory Authority / MoH is required.												
i.	Valid cGMP Certification	05																										
ii.	Valid ISO Certification	05																										
iii.	Any Other international reputed certification	03																										
iv.	Pre-qualification with Govt./ Semi Govt. & Autonomous Institutions (other than Population Welfare Department) Govt. of the Punjab.	03																										
4.	<b>Financial status of Bidders</b>	<table border="1"> <tr> <td>i.</td> <td>Last year Audited Balance Sheet</td> <td>05</td> </tr> <tr> <td>ii.</td> <td>Tax Returns (Last 3 years)</td> <td>05</td> </tr> </table>	i.	Last year Audited Balance Sheet	05	ii.	Tax Returns (Last 3 years)	05	10	Bank Statements are not required. Bidders can provide more than one Bank Certificates.																		
i.	Last year Audited Balance Sheet	05																										
ii.	Tax Returns (Last 3 years)	05																										
5.	<b>Technical Staff of Manufacturer</b>	<table border="1"> <tr> <td rowspan="2">i</td> <td rowspan="2">Plant Manager</td> <td>B. Pharm /Pharm-D</td> <td>2</td> </tr> <tr> <td>Phd / M. Phill</td> <td>2</td> </tr> <tr> <td rowspan="2">ii</td> <td rowspan="2">Production Pharmacist</td> <td>B. Pharm/ Pharm-D</td> <td>2</td> </tr> <tr> <td>Phd / M. Phill</td> <td>2</td> </tr> <tr> <td>iii</td> <td>Quality Control Manager + Analyst</td> <td>B. Pharm /Pharm-D / MSc Chemistry</td> <td>2</td> </tr> <tr> <td>iv</td> <td>In Process Quality assurance inspector</td> <td>B. Pharm /Pharm-D / Phd / M. Phill</td> <td>2</td> </tr> <tr> <td>v.</td> <td>Quality Assurance Manger + Analyst</td> <td>B. Pharm /Pharm-D / MSC Chemistry</td> <td>2</td> </tr> </table>	i	Plant Manager	B. Pharm /Pharm-D	2	Phd / M. Phill	2	ii	Production Pharmacist	B. Pharm/ Pharm-D	2	Phd / M. Phill	2	iii	Quality Control Manager + Analyst	B. Pharm /Pharm-D / MSc Chemistry	2	iv	In Process Quality assurance inspector	B. Pharm /Pharm-D / Phd / M. Phill	2	v.	Quality Assurance Manger + Analyst	B. Pharm /Pharm-D / MSC Chemistry	2	14	The bidder is required to attach attested copy of the relevant Degree and appointment letter of concerned technical staff. Attach firm's payroll for the last one year
i	Plant Manager	B. Pharm /Pharm-D			2																							
		Phd / M. Phill	2																									
ii	Production Pharmacist	B. Pharm/ Pharm-D	2																									
		Phd / M. Phill	2																									
iii	Quality Control Manager + Analyst	B. Pharm /Pharm-D / MSc Chemistry	2																									
iv	In Process Quality assurance inspector	B. Pharm /Pharm-D / Phd / M. Phill	2																									
v.	Quality Assurance Manger + Analyst	B. Pharm /Pharm-D / MSC Chemistry	2																									

6.	<b>Production Capacity of the Manufacturer</b>	a) Per day production capacity of quoted items against the total advertised quantity:		10	Ability to manufacture & supply completion within stipulated time. Importer to provide production capacity of the principal/manufacturer. The claim regarding production capacity should be verified by the concerned Area Federal Inspector of Drugs/Concerned Section or Wing of DRAP, Pakistan	
		i.	Less than 1%			0
		ii.	1%			03
		iii.	1.1% to 1.5%			04
		iv.	1.6% to 2%			05
		b) Number of Batches of quoted item produced during last 12 months by the manufacturer				
		i.	At-least 05 number of batches			03
ii.	At-least 10 number of batches. Manufacturer	05				
Total Marks ((a+b)						
7.	<b>Product Sample of the quoted product</b>	Samples will be examined as per following parameters:		10		
		a. Labeling and Packing Rules 1986 as amended to date.				
		b. Outer packing				
		c. Inner packing				
		d. Physical appearance				
i.	Excellent	10				
ii.	Good	08				
iii.	Satisfactory	05				
iv.	Unsatisfactory	0				

**Total Marks: 85**

**Qualifying marks: 65% (55.25) and above**

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

Evaluation Criteria/Parameter specific for Drug items will be exempted for the evaluation of bids for Non- Drug Items.

***SECTION V***  
***BID FORMS***

# BID COVER SHEET

Bid Ref. Tender -----

Date-----

Name of the Supplier/Firm Contractor: -----

-----  
Address:-----

-----  
E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Bid for: Selected Items from the Schedule of Requirements.

<b><i>Tender Enquiry/ Item No.</i></b>	<b><i>Name of the tendered Item</i></b>	<b><i>Brand name quoted</i></b>	<b><i>Drug Registration Number (attach certificate)</i></b>	<b><i>Specifications</i></b>	<b><i>Name of API manufacturer &amp; country of origin</i></b>
1					
2					
3					
4					
5					
6					
7					
8					

Signed:

Dated:

Official Stamp:

## BID FORM 1

# Letter of Intention

*Bid Ref No.*

*Date of the Opening of Bids*

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

To: *[Name and address of Procuring Agency]*

Dear Sir/Madam,

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

If our bid is accepted, we undertake to provide a Performance Security/Guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

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

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

We will pay the testing fee for samples collected from any supply to be tested by international WHO recognized laboratory (if required) and will accept the results in addition to testing by DTLs, Punjab.

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

Name and Address of Bidder

Signed:

In the capacity of *[insert: title or position]*

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

## BID FORM 2

# AFFIDAVIT

(Judicial Stamp paper Rs.100/-)

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents and have fully understood 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 Clauses of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clauses of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject Contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That the prices offered are not more than trade price.
- 9) I/We, further undertake that I/we will ready to pay all the charges of sample(s) tested by any National/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 by DTLs Punjab.
- 11) I/we further under take to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.

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

Signed:

In the capacity of *[insert: title or position]*

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

## BID FORM 3

### MANUFACTURER'S SOLE AUTHORIZATION

To: *[Name & Address of the Procuring Agency]*

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

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

Signature for and on behalf of Manufacturer: -----.

Designation: -----

Official Stamp: -----

**Note: The letter of authorization should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.**

## BID FORM 4

# Price Schedule

(Goods to be procured under DDP/Free Delivery at consignee's end basis)

**User Note: 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.**

Name of the Firm:

Bid Reference. No:

Sr. No. (As listed in Invitation to Bid)	Name of the tender Item (As listed in Invitation to Bid)	Quoted Brand (Model/ Make/ Country of Manufact urer and Origin.	Unit Price (incl. all applicabl e taxes if any + transport ation charges)	Specificat ions (Comple te Detail)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes if any)
1	2	3	4		5	6 (4*5)	7	8 (6-7)
<b>Total</b>								

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

**Note: In case of discrepancy between unit price and total, the unit price shall prevail.**

## BID FORM 5

# Performance Guarantee

To: *[Name & Address of the Procuring Agency]*

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

**And whereas** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a C.D.R by a scheduled bank for the sum of **5%** of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract which be released after expiry of warranty period.

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_

Signature and Seal of the Guarantors/ Bank

Address

Date

**Note: it should be valid for a period equal to the warranty period. The contract will be signed/issued after submission of this Performance Guarantee.**

***SECTION VI***  
***DRAFT STANDARD CONTRACT***

# Contract Form

## AGREEMENT

**THIS CONTRACT** is made at \_\_\_\_\_ on \_\_\_\_\_ day of 201\_\_, between the Population Welfare Department, Punjab (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

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

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS

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

- a. This Contract Form
- b. The Schedule of Requirements and the Technical Specifications **Annex- A**
- c. General Conditions of Contract **Annex- B**
- d. Special Conditions of Contract **Annex- C**
- d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. **Annex- D**
- e. Payment Schedule **Annex-E**
- f. The bidding document of Procuring Agency **Annex-F**

**2. Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:

**3. The Supplier declares as under:**

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

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

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

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

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

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

**4. Items to be Supplied & Agreed Unit Cost:**

- (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex D).
- (ii) Each Item supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification prescribed by the Purchaser against each item.
- (iii) The Unit Cost agreed in the Price Schedule (Annex D), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

**5. Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

**6. Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheque issued in the name of [supplier's name] in case of DDP.

**7. Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex E.

**8. Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

**For the Purchaser:**

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**For the Supplier:**

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

**Signed/ Sealed: For The Manufacturer/  
Authorized Agent.**

**Sealed & Signed on behalf of Purchaser**

**Witnesses-1 on behalf of the Contractor**

**Witnesses-1 on behalf of the Purchaser**

**Witnesses-1 on behalf of the Contractor**

**Witnesses-1 on behalf of the Purchaser**

C.C.

1. -----
2. -----
3. -----

## Annex. A

# Schedule of Requirements

The supplies shall be delivered within 45 days or as may be defined in supply order with effect from the next date after the issuance of purchase order. In case of late delivery of medicines beyond the periods specified in the schedule of requirement, penalty @2% per month, 0.067% per day of the cost of late delivered supply shall be imposed upon the supplier.

The supplies shall be delivered in accordance with the Contract/Purchase Orders issued by Director General Population Welfare Department Punjab, as per following schedule of requirements: -

*Respective Consignee's End:*

**Designated warehouse situated in Lahore or as may be defined in Purchase Order/Contract.**

**Free delivery to Consignee's end (DDP) basis and in case of C&F as per Annex-E.**

<b>Supply schedule</b>	<b>TOTAL DELIVERY PERIOD</b>
Immediately after Receiving of Contract/Purchase Order/Establishment of Letter of Credit	45 Days
Late Delivery penalty @2% per month or 0.067% per day	

## **Annex B**

### **GENERAL CONDITIONS OF SUPPLY ORDER/CONTRACT.**

#### **1 Application**

- 1.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

#### **2 Country of Origin:**

- 2.1 All goods and related services to be supplied under the Supply Order that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
- 2.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

#### **3 Standards:**

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

#### **4 Inspections and Tests**

- 4.1 The Purchaser or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- 4.2 All costs associated with testing shall be borne by the Supplier.
- 4.3 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
- 4.4 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **5 Delivery and Documents**

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

## **6 Ensuring intimation of storage arrangements:**

- 6.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.

## **7 Insurance:**

- 7.1 The goods supplied under the Supply orders shall be delivered duty paid (if applicable).

## **8 Transportation:**

- 8.1 The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination and in accordance with the terms and manner prescribed in the Schedule of Requirement/bidding document. All costs including taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.

## **9 Chemical and physical examination of medicines:**

- 9.1 After delivery of drugs and medicines at the Purchaser's premises, the Inspection Committee constituted by the Purchaser shall inspect the quantity and specifications of goods of each batch of supplied store. The Consignee shall send the samples from all batches of each consignment of the supplied store to the Drugs Testing Laboratory, Punjab, for testing under Drugs Act 1976/DRAP Act 2012/ Punjab Drugs (Amendments) Act 2017 & rules framed thereunder. The cost of the lab tests shall be borne by the Supplier. The firm shall be bound to provide primary reference standard (s)/traceable secondary standard (s) to the concerned Drugs Testing Laboratories of Punjab as and when demanded. In case of secondary reference standard, the certificate of analysis and proof of traceability shall also be provided by the contractor. If the facility for test/analysis is not available with the laboratories of Government of Punjab or Government of Pakistan, the batch release certificate and test analysis report of Quality Control/Quality Assurance Department of the manufacturer shall be carried out in laboratory nominated by the procuring agency. Cost of such tests shall be borne by the manufacturer/supplier firm.

- 9.2 In case of Adverse/failure report of any batch, the Supplier has the right to go for appellate laboratory. If it is again declared substandard, the Supplier will be intimated and they will be bound to re-supply the entire fresh stock of that batch free of cost within the reasonable time period to be intimated by the purchaser but not later than 21 days (three weeks) from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory Authority for action as per Drugs Act 1976/DRAP Act 2012/Punjab Drugs (Amendments) Act 2017 and disposal of substandard stocks.
- 9.3 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, the procuring agency may reject the Goods and the supplier shall either replace the rejected Goods or arrange alteration necessary for rectification of observations to meet the required specification free of cost. Replacement in lieu of the rejected supplies must be completed within 21 days (three weeks) from the date of communication of decision to the manufacturer/supplier by the concerned authority. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges. In case after replacement, alteration, the inspection committee again declare the items as of against the required specifications, the supply would completely be rejected with forfeiting of proportionate amount of Performance Security with blacklisting of firm.

## **10 Incidental Services**

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

## **11 Warranty:**

- 11.1 The Drugs / Medicines shall be accompanied by the necessary warranty in accordance with the provision of the Drugs Act, 1976/DRAP Act, 2012 and rules framed there under. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

## **12 Prices:**

- 12.1 Prices charged by the Supplier for goods delivered under the Supply orders shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

## **13 Payments**

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

#### **14 Contract Amendments**

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

#### **15 Assignment**

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

#### **16 Subcontracts**

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

#### **17 Delays in the Supplier's Performance:**

17.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. If at any time during performance of the Supply orders, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s).

17.2 The Procuring Agency may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Procuring Agency by amendment of Supply orders. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

#### **18 Penalties:**

18.1 In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Supply orders shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Supply orders including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Supply orders. In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Supply orders or / Supplier Firm, the price difference shall be paid by the Firm.

#### **19 Termination for Default:**

19.1 The Procuring Agency, without prejudice to any other remedy for breach of Supply orders, by written notice of default sent to the Supplier, may terminate the Supply orders in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Supply orders, or within any extension thereof granted by the Procuring Agency; or if the Supplier fails to perform any other obligation(s) under the Supply orders and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Supply orders

## **20 Force Majeure**

20.1 Notwithstanding the provisions of general conditions of Supply orders the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Supply orders is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargos. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Directorate General, Population Welfare Department, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Supply orders and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Supply orders as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

## **21 Arbitration and Resolution of Disputes:**

21.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Supply orders. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Supply orders dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Supply orders shall be settled through arbitration. Secretary, Population Welfare, Punjab shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

## **Annex- C**

### **SPECIAL CONDITIONS OF SUPPLY ORDER/CONTRACT.**

**Special conditions of contract shall be concluded between the procuring agency and the successful bidder(s) during purchase committee meeting for approval of tender(s) in addition to following: -**

#### **Delivery and documents:**

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

- (i) Original copies of Delivery Note / Challan (in duplicate) showing name of destination to which delivery is to be made, item's description, batch No(s), Registration No, manufacturing and expiry date and quantity.
- (ii) Original copies of the Supplier's invoices (in duplicate) showing warranty, name of Procuring Agency / destination to which delivery is to be made, item's description, Batch No, Registration No, manufacturing and expiry date, quantity, per unit cost, and total amount.
- (iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST.

#### **1 Labeling and Packing**

- 1.1 i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986 as amended from time to time, framed under the Drugs Act, 1976/DRAP Act 2012
- 1.2 However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip/ Blister, Tubes etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license no., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in strip / blister pack (one side aluminum and other side PVC/PVD). Expiry date must be printed on each strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps.
- 1.3 The quality of packing material, its labelling, packing structure and printing will be same as that of their commercial supply but according to government supply colour scheme.
- 1.4 The bidder will print "Barcode 2-D Data matrix" (a symbol that encodes data into a machine readable pattern of adjacent, varying width, parallel, rectangular dark bars and pale spaces) as per Drugs (Labeling & Packaging) Rules, 1986 as amended. This Barcode shall uniquely identify the product along with a serial number, lot/batch number, Government of the Punjab Property, &/or expiry date. However, the case of the firms showing inability to comply the barcode requirement due to some cogent reasons will be presented to the Technical Committee for decision.

- 1.5 The bidder shall supply drugs/medicines in green packing in case of order for Full batch or in commercial packing in case order is less than Full batch quantity along with complete literature (Leaflet) and with Logo of Population Welfare Department, Punjab.
- 1.6 The following wording/insignia shall be printed in bold letters in prominent manner both in Urdu & English in indelible red color ink on each carton, pack, bottle, strip / blister, tubes, vial / ampoule etc. in case of items supplied by the foreign manufacturer the mentioned condition may be relaxed by the Procuring Agency.

**“NOT FOR SALE”**

**“PROPERTY OF POPULATION WELFARE DEPARTMENT”**

**GOVERNMENT OF PUNJAB**

- 1.7 After signing of the Supply order/Contract, the Supplier shall submit the samples of finished medicines in accordance with the above instructions for approval of the department. All subsequent supplies must be in accordance with the approved samples.

## **2 Shelf life**

- 2.1 The shelf life must be up to 85% for the locally manufactured drugs and 75% for the imported drugs.
- 2.2 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.
- 2.3 The supplier shall pay a penalty equal to 1% of the total value of the medicines per percentage point of the short fall in the prescribed shelf life which is 85% for the locally manufactured and 75% for the imported medicines. No drug shall be accepted having expiry date of original shelf life less than 80% of locally manufactured and 70% of imported medicines.

## **3 Incidental Services.**

- 3.1 If the supplier/bidder charged the prices of incidental services separately in the financial bid and not included in the Supply Order price of goods, the same shall be included prior to comparison of rates with the other bidders.

## **4 Warranty:**

- 4.1 The drugs/medicines shall be accompanied by the necessary warranty on Form 2-A in accordance with the provision of the Drugs Act, 1976 / rules framed there under. 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.

**5 Insurance:**

- 5.1 The goods supplied under the Supply Order shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility therefore, they may arrange appropriate coverage.

**6 Payment:**

- 6.1 The Payment shall be in Pak Rupees. Part payment shall not be allowed.
- 6.2 The payment shall be made to the Supplier on receipt of original delivery challan(s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, with certificate and test / analysis report to the effect that the supplies conform to specifications.
- 6.3 The laboratory test / analysis charges of sample either against the tender or bulk supplies shall be borne by the Supplier.

## **7 Transportation/Delivery Requirements**

- 7.1 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.
- 7.2 All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.
- 7.3 All cold chain (perishable) items must be delivered in a safe and proper manner, prescribed for such types of items.

## **8 Penalties/ Liquidated Damages:**

- 8.1 In case where the deliveries as per Supply Order are not completed within the time frame specified in the schedule of requirement, the Supply Order to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies of relevant item shall be forfeited and the firm shall be blacklisted minimum for a period of one year. If the firm fails to supply the whole installments, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for a period of two year. Onus of proof of innocence shall be on the supplier.
- 8.2 b. In case of late delivery of goods beyond the periods specified in the schedule of requirements, penalty @ 2% per Month, 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.

## **9 Schedule of Requirement:**

- 9.1 The successful bidders will be responsible for delivery of supplies as per delivery schedule given in supply order.

## **10 Arbitration and Resolution of Disputes:**

- 10.1 In case of any dispute, concerning the interpretation and / or application of this Supply Order shall be settled through arbitration. The Secretary, Population Welfare Department shall act as sole ARBITRATOR. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

## **11 Price Reasonability Certificate:**

11.1 Where response to a tender inquiry will be poor or a single offer will be received or rate received will otherwise consider to be on the higher side the following certificate shall be demanded from the bidder to ensure the reasonableness of the quoted price **“CERTIFIED THAT THE PRICE QUOTED TO THIS DEPARTMENT AGAINST THE ITEM MENTIONED AT SR. NO.—ARE NOT MORE THAN THE PRICES CHARGED FROM ANY DEPARTMENT/ORGANIZATION IN THE COUNTRY AND IN CASE OF DISCREPENCY, THE BIDDER HEREBY UNDERTSKES TO REFUND THE PRICE IN EXCESS”**

**Note:** All Assessments and Procuring Procedures i.e. Receiving, Opening and Awarding etc. shall be governed by the Punjab Procurement Rules, 2014.

**ANNEX. D**

**PRICE SCHEDULE SUBMITTED BY THE  
BIDDER**

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

## **ANNEX-E**

# **PAYMENT SCHEDULE**

**i. 100%** Payment to the Suppliers will be made;-

**a.** against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.

**b.** on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.

# Bidding Documents