



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



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



POPULATION WELFARE DEPARTMENT
INVITATION FOR BIDS



Sealed Bids are invited from well reputed manufacturer of medicines and from Importers/Authorized dealers (for non-drug items) for the purchase & supply of medicine/non-drug items on **F.O.R** basis for Population Welfare Department. 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 | Tender for the Purchase of Medicine for Service Delivery Outlets (Population Welfare Department and ADP Schemes) | 08-12-2017 During Office Hours | 12-12-2017 at 11:00 AM | 12-12-2017 at 11:30 AM | 2% of the Estimated Price |

1. Tender Documents containing terms & conditions and 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 & www.pwd.punjab.gov.pk
2. All tenders shall be submitted to the office of Director General, Population Welfare Department, 14-Babar Block, New Garden Town, Lahore at given date & time. Any tender received after specified time will not be entertained. Tenders 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 favour 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 Bhabatiaan 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 envelopes. Each envelope will contain separately the financial proposal and the technical proposal.
 - ii) Envelope shall be marked as “**Financial Proposal**” and “**Technical Proposal**” in Bold and legible letters to avoid confusion. The financial proposal envelope 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.
10. Late Bid will not be accepted.

ASSISTANT DIRECTOR (Proc)
(PROCUREMENT CELL)
Population Welfare Department
(Phone No. 042-99232477)

Bid Data Sheet

| Sr.# | Description | Detail |
|------|--|---|
| 1 | Bid reference number | No.PWD/AD (Proc)/Med/17-18 |
| 2 | Commencement of sale of Bidding Documents | From the date of Publication |
| 3 | Last date of sale of Bidding Document | 08-12-2017 during office hours |
| 4 | Last date and time for the receipt of bids | 12-12-2017 at 11:00 AM |
| 5 | Date, and venue of opening of bids | 12-12-2017 at 11:30 AM O/O Director General Population Welfare Department, 14-Babar Block, New Garden Town, Lahore |
| 6 | Bid Currency | Pak Rupee |
| 7 | Language of bid | English or Urdu |
| 8 | Amount of bid security | 2% of the estimated price |
| 9 | Bid validity period | 30-06-2018 |
| 10 | Bidding procedure | Single stage two envelope procedure |
| 11 | Address for communication: Assistant Director (Procurement) Procurement Cell Population Welfare Department, 14-Babar Block, New Garden Town, Lahore. Telephone(s) : +92-42-99232477 | |

INVITATION

TO

BID

Letter of Invitation

Procurement of Medicines

Dear Sir/Madam

Dated_____

1. The Population Welfare Department, Punjab, Lahore, invites sealed bids from eligible bidders for the finalization of Contract for the provision of medicines 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
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 _____ 2017. 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 favour of the **Director General, Population Welfare Department, Punjab**, Lahore.
8. In an event where the last date for submission of bids be declared a public holiday the due date for submission and opening of bids shall be the next working day at the same appointed timings and venue.
9. Interested bidders may visit the website www.ppra.punjab.gov.pk & www.pwd.punjab.gov.pk for more information.

ASSISTANT DIRECTOR (Proc)
(PROCUREMENT CELL)
Population Welfare Department
(Phone No. 042-99232477)

***INSTRUCTIONS
TO
BIDDER***

CONTENTS OF BIDDING DOCUMENTS

In addition to invitation for bids, the bidding document include: -

- A. Instruction to Bidders
- B. General Terms & Conditions
- C. Schedule of Requirements
- D. Evaluation Criteria
- E. Special Terms & Conditions
- F. Bid Form
- G. Price Schedule
- H. Sample Collection Form
- I. Performance Guarantee Form
- J. Manufacturer Authorization Form
- K. Contract Form
- L. List of Items to be Purchased with Specifications

A: INSTRUCTIONS TO BIDDERS

1. **Eligible bidders:** 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 Items on Free Delivery to Consignee's end basis. 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. 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. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
2. **Eligible Goods and Services:** All goods and related services to be supplied under the supply orders shall have their origin in eligible source countries and all expenditures made under the Supply orders shall be limited to such goods and services. For this purpose, the term "Goods" includes any Goods that are the subject of this Invitation for Bids and the term "Services" shall include related services such as transportation, insurance etc. The "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
3. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

BIDDING PROCEDURE

4. **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.
5. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency's address, indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification 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.
6. **Amendment of Bidding Documents:** 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 requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.
7. **Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.
8. **Bid Form & Price Schedule:** 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 strength, packing, quantity, and prices.
9. **Bid Prices:**
- i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Supply orders.
 - ii. Form of price Schedule 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.
 - iii. The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.
 - iv. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
 - v. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.
 - vi. While tendering your quotation, the present 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.
10. **Bid currencies:** Prices shall be quoted in **Pak Rupees**.
11. **Documents Establishing bidder's Eligibility and Qualification**
- i. **The bidder** shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Supply orders if its bid is accepted.
 - ii. **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 the bidders.
 - (a) **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.
 - (b) **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.
 - (c) **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.

- (d) **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.
- (e) **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.
- (f) **The bidder** must indicate the registration number, make of country of origin / Manufacturer of the drugs, capacity of production of the firm, its financial status, batch capacity, necessary assurance of quality production, CGMP , and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants.
- (g) **The bidder** shall provide a list of plant, major machinery and equipment installed in the factory. In case of imported Drugs / Medicines, the profile / credentials of the foreign Manufacturer in the respective foreign country, shall be provided along with bid.

12. **Submission of sample:**

The bidder must provide along with technical proposal, (2) samples of quoted product(s) according to the strength and packing of demand of enquiry. Bid will be rejected in absence of samples.

13. **Bid Security**

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.

14. **Bid Validity**

- i. Bids shall remain valid up to 30-06-2018. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- ii. 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.

15. **Format and Signing of Bid:**

- i. The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Supply orders. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- ii. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

16. **Deadline for Submission of Bids:**

Bids must be submitted / dropped in the Tender Box by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, no later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents.

- 17. **Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall not receive/entertained.

- 18. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders.

19. **Opening of Bids**

- i. 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.
 - ii. 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.
20. **Clarification of Bids:** 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.

21. **Preliminary Examination**

- i. 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.
- ii. In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

22. **Evaluation Criteria:**

- i. 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 (if not previously conducted), 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.
- ii. The following 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.
- iii. A bid once opened in 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.

23. **Qualification & disqualification of bidders:** The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.

24. **Rejection of Bids:** The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. 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. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.

25. **Re-Bidding:** If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under Rule 42 of the Punjab Procurement Rules-2009. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

26. **Announcement of Evaluation Report:** The Procuring Agency shall declare the results of bid evaluation prior to the award of Supply orders.

27. **Acceptance of Bid and Award criteria:**

The bidder with 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, within the original or extended period of bid validity.

28. **Procuring Agency’s right to vary quantities at time of supply orders.**

The Procuring Agency reserves the right to decrease / increase the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

B: GENERAL TERMS & CONDITIONS

1. **Country of Origin:** All goods and related services to be supplied under the Supply orders shall have their origin in eligible source countries and all expenditures made under the Supply orders shall be limited to such goods and services. For the purposes of this clause, "origin" means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.
2. **Standards:** The goods supplied under this Supply orders shall conform to the standards mentioned in the Technical Specifications.
3. **Submission of Samples:** Labeling and Packing of the product would be examined in accordance with Labeling and Packing Rules 1986 of the Drugs Act 1976. The Supplier shall provide TWO (02) samples (free of cost) of the product to procuring agency. Bid will be rejected in absence of samples.
4. **Ensuring intimation of storage arrangements:** To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.
5. **Chemical and physical examination of medicines:**
 - I. All the Drugs / Medicines shall be acceptable subject to chemical and physical examination. The chemical examination shall be carried out through the Provincial Drugs Testing Laboratories. The Inspection Committee constituted by the Consignee shall carry out the physical examination after receipt of supplies and standard test/ analysis report of the lab. If the facility for test / analysis is not available with the Laboratories of Government of Punjab & 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 a Laboratory nominated by the Procuring Agency. Cost of such tests shall be borne by the manufacturer / supplier firm.
 - II. If the Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc, even if it is of standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within 20 days from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected with forfeiting of Proportionate amount of Performance Security with Black Listing of the Firm.
6. **Insurance:** The goods supplied under the Supply orders shall be delivered duty paid (if applicable).
7. **Transportation:** 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. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.
8. **Warranty:** The Drugs / Medicines shall be accompanied by the necessary warranty in accordance with the provision of the Drugs Act, 1976 and rules framed there under. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
9. **Prices:** 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.
10. **Delays in the Supplier's Performance:** 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). 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.
11. **Penalties:** 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.

12. **Termination for Default:** 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

13. **Force Majeure**

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 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.

14. **Arbitration and Resolution of Disputes:** 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.

***SCHEDULE OF
REQUIREMENTS &
TECHNICAL
SPECIFICATIONS***

LIST OF MEDICINES ALONGWITH SPECIFICATIONS

| Sr.No. | Name of Medicines | Specification | Packing | Qty. required | Amount of CDR |
|---------------|--|--|---------------------|----------------------|----------------------|
| 1 | Tab. Paracetamol | 500mg | Blister | 6403600 Tabs. | 89,650 |
| 2 | Syp. Paracetamol | 120mg/5ml | 60ml / bottle | 445100 Bottles | 222,550 |
| 3 | Tab. Mafenamic Acid | 250mg | Blister | 5614000 Tabs | 112,280 |
| 4 | ORS Packets | Sodium Chloride 2.6gm, Potassium Chloride 1.5gm, Trisodium Citrate 2.9gm, Glucose Anhydrous 13.5gm | Sachet | 719700 sachet | 122,349 |
| 5 | Tab. Metronidazole | 400mg | Blister | 4254700 Tabs | 115,728 |
| 6 | Syp. Ampicilline + Cloxacilline | 250mg/5 ml | 60 ml Bottle | 315980 Bottles | 252,784 |
| 7 | Cap. Ampicilline + Cloxacilline | 500mg | Blister | 1385000 Caps | 110,800 |
| 8 | Syp. Multivitamin with minerals | Multivitamin with minerals | 120ml / Bottle | 271400 Bottles | 325,680 |
| 9 | Tab. Multivitamin | Multivitamin | Blister / bottle | 2805000 Tabs | 140,250 |
| 10 | Tab. Ferrous Fumerate + Folic Acid | Ferrous Femurate 150- 350mg + folic acid 0.5mg | Blister | 6505000 Tabs | 66,351 |
| 11 | Tab. Calcium Lactate / Carbonate + Vitamin D | Elemental Calcium 400- 600mg+Vit.D 100-125 IU | Blister/ Bottle | 3865000 Tabs | 270,550 |
| 12 | Clotrimazole -Vaginal pessary with single applicator | 500 mg | 1 Tab/Pack | 141000 Tabs | 141,000 |
| 13 | Povidone Iodine Solution | Povidone Iodine 10% aqueous solution | 450ml / bottle | 66000 Bottles | 330,000 |

Delivery Period: The supplies shall be delivered within 90 days 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.

***EVALUATION
CRITERIA***

A. COMPULSORY PARAMETERS

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

| PARAMETERS | DOCUMENTS REQUIRED | COMPLIANCE STATUS (YES/NO) |
|--|---|----------------------------|
| Drug Manufacturing/Sale License | <ul style="list-style-type: none"> ➤ Valid Drug Manufacturing License issued by DRAP (Formerly known as MOH) for manufacturers. ➤ Valid Drug sale License for importers | |
| Drug Registration Certificate (DRC) | Valid Drug Registration Certificate issued by DRAP (Formerly known as MOH). The product having less than one year experience will be in eligible. | |
| Undertaking Regarding Non Declaration Spurious/Adulterated batch by DTLs of the Punjab/any Competent Lab of quoted item within last one year | Undertaking on Judicial Papers | |
| Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per Labeling and Packing Rules 1986 shall be considered for evaluation | Samples of quoted item | |
| Good Manufacturing Practices (GMP) Certificate | Valid Good Manufacturing Practices (GMP) Certificate issued by the Drug Regulatory Authority Pakistan (DRAP) | |
| Sample Testing | Undertaking on the judicial Papers that minimum five batches of any product of any firm have not been declared substandard by the Drug Testing Laboratory during last two years. | |

B. ORDINARY PARAMETER

| Sr. # | PARAMETERS | DETAIL | Total Marks | REMARKS | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------|--|---|--------------------|---|----------|-----|----------------------------|----|------|--|----------|------|--|----|------|---|-------------------------|----|---|--|--------------------------|---|----|------------------------------------|------------------------|---|----|--|
| 1. | Past Performance of the bidder (Last two years as per Bid Form 4) | 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 & 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. | Market experience of quoted product | <table border="1"> <tr> <td>(a)</td> <td>Market Availability of quoted item in leading Chain stores & pharmacies for last 02 years</td> <td>07</td> </tr> <tr> <td>(b)</td> <td></td> <td></td> </tr> <tr> <td>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> Total Marks (a+b) | (a) | Market Availability of quoted item in leading Chain stores & pharmacies for last 02 years | 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 last 02 years | 07 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (b) | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ii. | 1-2 years | 03 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| iii. | 2-4 years | 05 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| iii. | 5-6 years | 08 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Credibility & Certification of Manufacturer | <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. & Autonomous Institutions (other than Population Welfare Department) Govt. of the Punjab.</td> <td>02</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. | 02 | 15 | 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. | 02 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Financial status of Bidders | <table border="1"> <tr> <td>i.</td> <td>Last year Audited Balance Sheet</td> <td>03</td> </tr> <tr> <td>ii.</td> <td>Tax Returns (Last 3 years)</td> <td>02</td> </tr> </table> | i. | Last year Audited Balance Sheet | 03 | ii. | Tax Returns (Last 3 years) | 02 | 15 | Bank Statements are not required. Bidders can provide more than one Bank Certificates. | | | | | | | | | | | | | | | | | | |
| i. | Last year Audited Balance Sheet | 03 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ii. | Tax Returns (Last 3 years) | 02 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Technical Staff of Manufacturer | <table border="1"> <tr> <td rowspan="2">i</td> <td rowspan="2">Plant Manager</td> <td>B. Pharm</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</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/ MSc Chemistry</td> <td>2</td> </tr> <tr> <td>iv</td> <td>In Process Quality assurance inspector</td> <td>B. Pharm/ Phd / M. Phill</td> <td>2</td> </tr> <tr> <td>v.</td> <td>Quality Assurance Manger + Analyst</td> <td>B.Pharm/ MSC Chemistry</td> <td>2</td> </tr> </table> | i | Plant Manager | B. Pharm | 2 | Phd / M. Phill | 2 | ii | Production Pharmacist | B. Pharm | 2 | Phd / M. Phill | 2 | iii | Quality Control Manager + Analyst | B. Pharm/ MSc Chemistry | 2 | iv | In Process Quality assurance inspector | B. Pharm/ Phd / M. Phill | 2 | v. | Quality Assurance Manger + Analyst | B.Pharm/ MSC Chemistry | 2 | 10 | 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 | | | 2 | | | | | | | | | | | | | | | | | | | | | | | |
| | | Phd / M. Phill | 2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| ii | Production Pharmacist | B. Pharm | 2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Phd / M. Phill | 2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| iii | Quality Control Manager + Analyst | B. Pharm/ MSc Chemistry | 2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| iv | In Process Quality assurance inspector | B. Pharm/ Phd / M. Phill | 2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| v. | Quality Assurance Manger + Analyst | B.Pharm/ MSC Chemistry | 2 | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | | |
|------|--|---|----|--------------|----|-----|------|----|------|--------------|----|-----|----------------|----|----|-------------------------------|----|-----|---|----|----|---|
| 6. | Production Capacity of the Manufacturer | <p>a) Per day production capacity of quoted items against the total advertised quantity:</p> <table border="1" data-bbox="459 120 1007 248"> <tr> <td>i.</td> <td>Less than 1%</td> <td>0</td> </tr> <tr> <td>ii.</td> <td>1%</td> <td>03</td> </tr> <tr> <td>iii.</td> <td>1.1% to 1.5%</td> <td>04</td> </tr> <tr> <td>iv.</td> <td>1.6% to 2%</td> <td>05</td> </tr> </table> <p>b) Number of Batches of quoted item produced during last 12 months by the manufacturer</p> <table border="1" data-bbox="459 344 1007 434"> <tr> <td>i.</td> <td>At-least 05 number of batches</td> <td>03</td> </tr> <tr> <td>ii.</td> <td>At-least 10 number of batches. Manufacturer</td> <td>05</td> </tr> </table> <p>Total Marks ((a+b))</p> | i. | Less than 1% | 0 | ii. | 1% | 03 | iii. | 1.1% to 1.5% | 04 | iv. | 1.6% to 2% | 05 | i. | At-least 05 number of batches | 03 | ii. | At-least 10 number of batches. Manufacturer | 05 | 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 | | | | | | | | | | | | | | | | | | | | |
| i. | At-least 05 number of batches | 03 | | | | | | | | | | | | | | | | | | | | |
| ii. | At-least 10 number of batches. Manufacturer | 05 | | | | | | | | | | | | | | | | | | | | |
| 7. | Product Sample of the quoted product | <p>Samples will be examined as per following parameters:</p> <p>a. Labeling and Packing Rules 1986 b. Outer packing c. Inner packing d. Physical appearance</p> <table border="1" data-bbox="459 674 1031 801"> <tr> <td>i.</td> <td>Excellent</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>Good</td> <td>08</td> </tr> <tr> <td>iii.</td> <td>Satisfactory</td> <td>05</td> </tr> <tr> <td>iv.</td> <td>Unsatisfactory</td> <td>0</td> </tr> </table> | i. | Excellent | 10 | ii. | Good | 08 | iii. | Satisfactory | 05 | iv. | Unsatisfactory | 0 | 10 | | | | | | | |
| 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.

C: SPECIAL TERMS & CONDITIONS

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: -

1. Bid Security

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 , Punjab Lahore should be attached with the Technical Bids.

2. Performance Guaranty / Security

On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be 5% of the contract amount. The performance security shall be deposited in the shape of deposit at call. The said security will be released after successful completion of the contract.

3. Inspection and Tests:

Inspection and tests of drugs / medicine at final acceptance shall be in accordance with the conditions of Supply orders. After delivery, the goods shall be inspected /examined by the Inspection Committee, to physically check the goods in accordance with the approved sample and terms / conditions of the Supply orders.

4. 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.

5. Insurance:

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. Incidental Services:

The following incidental services shall be provided and the cost of which should include in the total bid price.

- a. 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 the Government of Punjab or Population Welfare Department, Punjab.
- b. 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”

- c. The rules for labeling and packing shall be followed as per “The Drugs (Labeling and Packing) Rules, 1986”, framed under the Drugs Act, 1976. 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 Aluminum strip / blister pack. Expiry date must be printed on each Aluminum strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps as per sample provided at the time of opening of tender. In case of non-fulfillment of these requirements the supply shall not be accepted.
- d. 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.
- e. 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.
7. **Warranty:** 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.
8. **Payment:**
- A. The Payment shall be in Pak Rupees. Part payment shall not be allowed.
- B. 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.
- C. The laboratory test / analysis charges of sample either against the tender or bulk supplies shall be borne by the Supplier.
9. **Penalties/ Liquidated Damages:**
- a. 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.
- 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.
10. **Schedule of Requirement:**
- The successful bidders will be responsible for delivery of supplies as per delivery schedule given in supply order.
11. **Arbitration and Resolution of Disputes:** 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.

12 **Price Reasonability Certificate:**

Where response to a tender inquiry will be poor or a single offer will 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”**

DIRECTOR GENERAL
Population Welfare Department
(Phone No. 042-99232477)

Note: **Note:** All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, 2014.

Special Conditions of Contract (SCC)

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

Sample Collection Form

| To be filled by Technical Committee | | | | |
|-------------------------------------|------------|-----------|----------------------------------|--------------------|
| Name of Item | Make/Model | Quantity | Reason | Date of Submission |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| To be filled by Supplier | | | | |
| Name of Item | Make/Model | Batch No. | Clarification of the Observation | Dated |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Performance Guarantee Form

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 will be released after expiry of warrantee 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 _____, 2016

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 Security.

Manufacturer's Authorization Form

[See Clause 3.1 (a) of the Instruction to Bidders] To: *[name of 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 authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the goods manufactured by us.

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

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the 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.

Contract Form

THIS CONTRACT is made at _____ on _____ day of _____ 2016, between the Population Welfare Department, Punjab (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (*firm name*) a firm 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. 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":
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
 - a. the Price Schedule submitted by the Bidder,
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Conditions of Contract;
 - f. the Procuring Agency's Notification of Award;
 - g. the scope of work;
 - h. the Contract; and
 - i. the Bid & its clarifications.
 - j. the contracted specifications (attached as annexure)
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [*the Seller/ Supplier*] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
7. [*The Supplier*] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the

transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

8. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be voidable at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[The Supplier]* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Seller/ 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 Government of the Punjab.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Secretary, Law, Justice and Human Rights or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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

Signed/ Sealed by the Manufacturer/
authorized Supplier/ authorized Agent

Signed/ Sealed by Procuring Agency

1.

1.

2.

2.

Bid Form

To: [Name and address of Procuring Agency]

Date:
Tender:

Respected Sir/Madam

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of [Total Bid Amount], [Bid Amount in words] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we shall obtain an unconditional guarantee in shape of C.D.R of a bank in the sum of _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of [number] days from the date fixed for bid opening under ITB Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of bidder
(if none, state "none")."

Amount and Currency

Dated this day of , 2016

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of .

Attachment

Price Schedule

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

Name of Bidder _____

Tender No. -----

| Sr. No. (As listed in invitation of bid) | Name of Item (As listed in invitation of bid) | Make/Model and country of Manufacturer and origin | Specifications (Complete Details) | Qty | Unit Price (Rs) | Sale and other taxes (Specify the type and kind of taxes applied) | Total Cost (Rs) |
|--|---|--|---|-----|-----------------------|---|--------------------|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| Grand Total | | | | | | | |

Sign and Stamp of Bidder _____

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

Price Schedule

(Goods to be procured under LC basis)

Name of Bidder _____

Tender No. -----

| Sr. No. (As listed in invitation of bid) | Name of Item (As listed in invitation of bid) | Make/Model and country of Manufacturer and origin | Specifications (Complete Details) | Quantity | Unit Price (FOB) (foreign currency) | Freight Charges | Insurance | Total Cost (foreign currency) |
|--|---|---|-----------------------------------|----------|-------------------------------------|-----------------|-----------|-------------------------------|
| 1. | | | | | | | | |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| Grand Total | | | | | | | | |

Sign and Stamp of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail. Foreign currency rate will be considered on the date of opening of financial bid as per rate of state bank.