FY 2026-27

FRAMEWORK CONTRACT FOR PROCUREMENT OF THERAPEUTIC GOODS (DRUGS / MEDICINES / SURGICAL DISPOSABLES / MEDICAL DEVICES / IMPLANTS / CARDIAC SURGERY / CARDIOLOGY DISPOSABLES / BME / DENTAL / X-RAY & C.T SCAN / CONSUMABLES / THERAPEUTIC GOODS / STATIONARY / GENERAL STORE / MIR / ELECTRIC / LAB KITS AND CHEMICAL / BEDDING CLOTHING AND LINEN / ORTHOPEDIC RAW MATERIAL / GLASS WARES / SANITATION ETC. EXCEPT ELECTRO MEDICAL EQUIPMENTS ON FRAMEWORK CONTRACT BASIS DURING FINANCIAL YEAR 2026-2027

MAYO HOSPITAL LAHORE

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Section-I: Invitation to e-Bids

INVITATION TO BIDDERS

Bid Ref No. _____

FRAMEWORK CONTRACT FOR PROCUREMENT OF THERAPEUTIC GOODS (DRUGS / MEDICINES / SURGICAL DISPOSABLES /MEDICAL DEVICES IMPLANTS / CARDIAC SURGERY / CARDIOLOGY DISPOSABLES / BME / DENTAL / X-RAY & C.T SCAN / CONSUMABLES / THERAPEUTIC GOODS / STATIONARY / GENERAL STORE / MIR / ELECTRIC / LAB KITS AND CHEMICAL / BEDDING CLOTHING AND LINEN / ORTHOPEDIC RAW MATERIAL / GLASS WARES / SANITATION ETC. EXCEPT ELECTRO MEDICAL EQUIPMENTS ON FRAMEWORK CONTRACT BASIS DURING FINANCIAL YEAR 2026-2027

Bid Reference No._____ **e-**Bids are invited from Bidders i.e. manufactures / sole agents / sole importersof foreign principals engaged in trading for medicines / drugs, surgical disposables, medical devices, for BME / dental / x-ray & c.t scan / lab kits and chemical (from manufacturer, importer or authorized agent or distributor) / General order supplier (for general store related items) registered on **e-Punjab Acquisition & Disposal System (e-PADS)** andwith relevant Registration Authorities and Tax Departments/ Authorities by **Mayo Hospital Lahore** hereinafter referred to as "**Procuring agency**" in this bidding document and future correspondences. The e-Bids shall be received as per single stage two envelope bidding procedure as per PPR-2014.

2. Bidding document containing detailed specifications and terms & conditions, in the English language are immediately available after date of publication which can also be downloaded from Punjab Procurement Regulatory Authority http://ppra.punjab.gov.pk, e-PADS https://punjab.eprocure.gov.pk / **Procuring Agency's website** [www.mayohospital.gop.pk] /SHC&ME Departmentwebsite (http://health.punajb.gov.pk)[if required to uploaded on Department's website by the procuring agency].

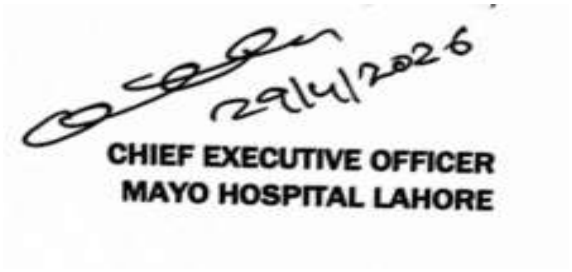
3. e-Bids shall be submitted **Online** on or before **date and time as mentioned in the tender notice on e-Punjab Acquisition & Disposal System (e-PADS)** https://punjab.eprocure.gov.pk. The bidders are encouraged to get them registered on e-PADS to enable them for participation. The bidder shall provide **1% Bid Security**of estimated cost of quoted item(s) / lots as mentioned in Tender documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR),, Demand Draft (DD), Pay Order (PO) or Banker's chequewith Technical Proposal [Original Bid Security to be submittedon or before time of e-Bid Openingin addition to the soft copy uploaded on the E-PADS portal]. The e-Bids submitted till stipulated date and time will be opened on the same day as per tender notice in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from the Designated Officeof Procuring Agency of Mayo Hospital Lahore before e-Bid opening date within working hours. Bid Validity is **180**days from the date of opening of bids. Item(s) shall be quoted in Technical & Financial Proposal with both Brand Name(s) and Generic Name.**Hard Copies of e-Bids are not required**. Theprocuring agency shall not be responsible for any failure on part of firms to submit an e-Bid or account of any technical error or internet failure.In case e-bid or e-proposal including entries and record submitted on e-PADS is found corrupt, unreadable, contains virusor submitted in wrong lot,such e-bid or e-proposal shall be rejected.Furthermore in case of lot-wise submission e-bid will only be accepted for further evaluation if it is submitted in relevant lot.

4. Pre-Bid meeting ***if required*** will be scheduledas per tender notice in the **Conference Room Surgical Towerof theMayo Hospital Lahore.** Minutes of pre-

bid meeting shall be uploaded on the website of e-PADS https://punjab.eprocure.gov.pk / Procuring Agency's website [www.mayohospital.gop.pk] / SHC&ME Department website (http://health.punajb.gov.pk) SHC&ME Department **within five working days,**which will be considered as addendum to bidding documents.

5.The Procuring agency shall not be responsible for any cost or expense incurred by Bidders in connection with the preparation or submission of Bids. In case of official holiday on the day of opening of e-Bids the next day will be treated as opening date, time and venue shall remain same.

6. Procurement shall be governed by Punjab Procurement Rules 2014 (amended) and Punjab Procurement Regulations 2024.



Punjab Procurement Rules - 2014 are amended vide Notification No. SO(CAB-I)2–9/2015 dated 20.09.2024.

The bidder shall download the bidding documents from website of the authority and participate in the procurement process without paying any cost or fee (Rule 25(7) of PPR-2014 (Amended)

Section-II: Instructions to Bidders (ITB)

Note:- All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/PPRA Rules-2014, the later shall prevail.

2.1.Introduction

2.1.1 Scope of Bid

i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII-Schedule of Requirements. The successful Bidders will be expected to deliver,install/ commissioning (where applicable) the goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 Eligible Bidders

i) The Invitation to Bids is open to **Original Manufacturers and Sole Agents of Foreign Principals/ Sole Importer of Foreign Principals,**for BME / dental / x-ray & c.t scan / lab kits and chemical (from manufacturer, importer or authorized agent or distributor) / General order supplier (for general store related items)registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.). Joint venture(JV) is not allowed.

ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].

iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.

iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA). During the Procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA), if such blacklisted bidder wants to execute the contract awarded after its

blacklisting, the bidder/ firm shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second lowest evaluated bidder.

v) In the case of a Joint Venture, Consortium, or Association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Joint Venture, Consortium, or Association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.

vi) The appointment of Lead Member in the Joint Venture, Consortium, or Association shall be confirmed by submission of a valid JV or Consortium agreement to the Procuring Agency.

vii) Any agreement that form a Joint Venture, Consortium or Association shall be required to be submitted as part of the Bid and shall be attested.

viii) Any bid submitted by the Joint Venture, Consortium or Association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

ix) The invitation for Bids is open to**Original Manufacturers / Sole agents of Foreign Principals/ Sole Importersof Foreign Principals,** for BME / dental / x-ray & c.t scan / lab kits and chemical (from manufacturer, importer or authorized agent or distributor) / General order supplier (for general store related items)subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.

x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.

b) Have controlling shareholders in common; or

c) Receive or have received any direct or indirect subsidy from any of them; or
d) Have the same legal representative for purposes of this Bid; or
e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

xii) A Biddermay be ineligible if –

(a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;

(b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

(c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

(d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;

(e) TheBidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21,read with Schedule appended with, Punjab Procurement Rules, 2014.

(f) The Bidder is debarred and blacklisted by procuring agency or PPRA due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

xiii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the

Procuring Agency shall reasonably request.

xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Eligible Goods and Services

i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.

ii) For purposes of this clause, "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 when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5. Cost of Bidding

i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

i) As per Rule 36A of Punjab Procurement Rules 2014, aBidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

iii) A Bidder, if acting in thecapacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

(a) Invitation to Bids

(b) Instructions to Bidders (ITB)

(c) Technical Specifications

(d) Bid Data Sheet

(e) General Conditions of Contract (GCC)

(f) Special Conditions of Contract (SCC)

(g) Schedule of Requirements

(h) Bid Form

(i) Manufacturer's Authorization Form

(j) Bidder Profile Form

(k) General Information Form

(l) Affidavit

(m) Bid Security Form

(n) Technical Bid Form

(o) Contract Form

(p) Financial Bid Form / Price Schedule

(q) Performance Guarantee Form

(r) Check List

The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1(i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding

documents which it receives no later than **five(5) working days prior to the deadline for the submission of Bids** prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS.**

iii) The Procuring Agency will **within three (3) working days** after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids.As prescribed in **ITB 2.2.2 (i), above.**However, this clause shall not apply in case of alternate methods of Procurement.

iv) Copies of the Procuring Agency's response as prescribed inclause **ITB 2.2.2 (iii), above**will be uploaded on the website of procuring agency. The prospective bidders are advised to visit the website of procuring agency regularly for any clarification issued by the procuring agency vide**ITB 2.2.2 (iii), above**.

v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3.**

vi) If indicated **in theBDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in theBDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documentsand by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment

i) At any time prior to the deadline for submission of Bids,

of Bidding Documents

but not later than three (3) days before the closing date of the submission of Bid, 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. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.

ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

i) 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 the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2. Bid Form

i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.3.3. Bid Prices

i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.

ii) Prices indicated on the Price Schedule shall beas per prescribed format given in Financial bid form / Price schedule (***form 8.10).***

iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be

rejected.

2.3.4. Bid Currencies

i) Prices shall be quoted in **Pak Rupees**unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

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 ITB Clause 2.1.3.

iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer *[Manufacturer's Authorization form No. 8.3]*or producer to supply the same in Pakistan;

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.

ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial BidForm of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin**issued at the time of shipment.

iii) The documentary evidence of conformity of the goods and services to the Bidding documents (if required) may be in the form of literature, drawings, data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the

goods by the Procuring Agency; and

(c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.

v) Where a sample(s) is required by a procuring agency, the sample shall be:

(a) submitted as prescribed in the **BDS**;
(b) carriage paid;
(c) received on, or before, the closing time and date for the submission of bids; and
(d) Evaluated to determine compliance with all characteristics listed in the **BDS**.

{However, the procuring agency may also opt to ask for samples after submission of technical bids (where require)}

vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-

(a) do(es) not conform to all characteristics prescribed in the bidding documents; and
(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.

vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.

viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.

ix) All samples produced from materials belonging to an unsuccessful Biddermay be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).

x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents

establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.

xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in theBDS** following commencement of the use of the goods by the Procuring Agency.

xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translationattested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.

ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).

iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

(a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque**valid for one eighty days (180)Days,** beyond the prescribed Bid validity periodin BDS.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii)may be rejected by the Procuring Agency as non-responsive.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible, upon written request, after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or alongwith unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"***38(2)(a)(vii)*** *the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".

vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:

a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

b. In the case of a successful Bidder, if the Bidder:

i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**

ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency.A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity(as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidderaccepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of e-Bid

i) The Bidder shall prepare e-Bid indicated in the Bid Data Sheet.

ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of e-Bid. However, in case of any issue bidder shall be responsible for all consequences.

iii) The e-Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the e-Bid, shall be signed and stampedby the authorized person.

iv) Any interlineation, erasures, or overwriting shall not be accepted and such bid shall be rejected.

v) The e-Bid shall be typed or written in indelible ink and shall

be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the e-Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the e-Bid, shall be signed and stamped by the authorized person.

vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of e-Bids

2.4.1 Sealing and Marking of Bids

i) The submission of encrypted electronic file by the bidders shall be deemed submission in "envelope" or "package" as mentioned in the rules.

ii) The bidder shall submit hard copy of Financial Instrument in addition to the soft copy uploaded on the e-PADS as Bid Security (where applicable) at the time of e-Bid opening.

iii) As per Rule 24, Bidders shall submit their bids online through e-PADS. No bids submitted manually shall be accepted, except for and if so specified clearly in the BDS the samples or any other items such as product catalogues, drawings which are not available in soft copies or not scan able for submission online.

iv) Where Bid Security and/or bulky documents referred to in the preceding paragraph have to be submitted manually they shall be forwarded to the Office of the Procuring Agency's address before the designated time and date scheduled for Bid Submission (bid preparation and submission), as specified in the BDS.

v) Bidders shall follow the Punjab Procurement Rules – 2014 (Amended)&Punjab Procurement Regulations 2024 for online submission of e-bid.

vi) Any envelope or parcel containing the Bid Security / samples / catalogues/documents, where applicable, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Procuring Agency in accordance with ITB Sub-Clause 2.4.2;

(c) bear the specific identification of this bidding process indicated in ITB 2.1.1 and any additional identification marks as specified in the**BDS, and**

vii) In case e-bid or e-proposal including entries and record submitted e-PADSis found corrupt, unreadable or contains virus,submitted in wrong lot (where applicable / clarification; e-bid will only be accepted for further evaluation if it is submitted in relevant lot), the e-bid or e-proposal shall be rejected.

2.4.2 Deadline for Submission of

i) Bid preparation and its submission must be executed online within time specifiedin the BDS. Bid Security in its

Bids

original format and other items, if allowed by the Purchaser, must be submitted to the Purchaser at latest by the same time and date, and at the place **specified in the BDS**.

ii) The Purchaser may, at its discretion as per Rule 29 of PPR-2014, extend the deadline for the e-bid submission by amending the Bidding Documents in accordance with ITB Clause 2.2.2 & 2.2.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

2.4.3. Late Bids

i) Any Bid Security / samples / catalogues/documents,(where applicable) received by the Procuring Agency after the deadline for e-submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2, such e-bid will be rejected.

ii) The Procuring Agency shall not consider for evaluation any Bid Security / samples / catalogues/documents, where applicable (where applicable) that arrives after the deadline for submission of Bids.

2.4.4. Modification and Withdrawal of Bids

i) The Bidder shall be allowed to alter or modify his e-bid or proposal before the closing date for submission of e-Bid or e-Proposal.

ii) Since the e-Procurement System allows modifications / substitutions of Bid Data and attachments by the Bidders up to the last date and time set for e-bid submission, Bidders are allowed to rework on their bids as many times as required. However, after the set deadline the start date and time of closing, the time-lock feature of the e-Procurement system will not allow Bidders to modify/substitute their bid data and attachments in any way.

iii) No bid may be withdrawn, substituted or modified in the interval between the deadline set for Bid submission and the expiration of the period of bid validity or any extension thereof. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

2.5. Opening and Evaluation of e-Bids

2.5.1. Opening of e-Bids by the Procuring Agency

i) The Procuring Agency will open all Bids online, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders'

representatives present shall sign a register/attendance sheet as proof of their attendance.

ii) The Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened until the specified time of their opening.

iv) The envelopes holding the Technical Proposals shall be opened online one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.

v) Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

vi) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i).**

vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.

viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.

ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.
[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii)

should be formulated accordingly by the procuring agency.]

Explanation: The decryption of encrypted electronic file shall be deemed opening of the bid as mentioned in the rules.

2.5.2. Confidentiality

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

a) Evaluation & qualification criteria;
b) Required scope of work or specifications;
c) All securities requirements;
d) Tax requirements;
e) Terms and conditions of bidding documents.
f) Change in the ranking of the Bidder

iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4.Preliminary Examination

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

ii) Arithmetical errors will 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. If the Supplier does not accept the correction of the errors, its Bidmay be rejected, and its Bid security may be forfeited.

b. If there is a discrepancy between words and figures, the amount in words will prevail.

iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of eachBid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a 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 **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) &mandatory Registrations/ Renewals will be deemed to be a material deviation. 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.

iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
c) Has been properly signed;
d) Is accompanied by the required securities; and

e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

ii) The Procuring Agency shall evaluate the technical aspects of the Bid submittedto confirm that all requirements specified in **Section III-Technical Specifications,Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS,** have been met without material deviation or reservation.

iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

i) Bids determined to be substantially responsive willbe checked for any arithmetic errors. Errors will be corrected as follows: -

a) If there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors.The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

2.5.7. Conversion to Single Currency

i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid

prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day,in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-Qualification & Evaluation of Bids

i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **technicallyevaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.

iv) The **financialevaluation** of a Bid will be on the basis of form of Price Schedules/Financial BidForm8.10to be decided by the Procuring Agencywhich must include clear cut instruction regarding item wise or package wise evaluationinclusive of prevailing taxes, duties, feesetc.

2.5.9. Contacting the Procuring Agency

i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

(A) GRIEVANCE REDRESSAL BY THE PROCURING AGENCY UNDER RULE 67 OF PPR-2014 AMENDED ***SO(CAB-I)2–9/2015 dated 20.09.2024.***

(1) The procuring agency shall constitute a Grievance Redressal Committee comprising of Odd number of persons, with

proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of procurement contract.

(2) The Committee may;

a) decide the complaint lodged by any bidder before the proposal submission date;
b) set aside the decision of technical evaluation committee;
c) uphold the decision of technical evaluation committee;
d) modify the decision of technical evaluation committee; and
e) recommend scrapping of the procurement process with reasons to be recorded in writing.

(3) Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge written compliant concerning his grievances within **Five (5) Days** of announcement of technical evaluation report and **Ten (10) Days** after issuance of Final Evaluation Report.

(4) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.

Provided that detail technical evaluation report has been uploaded on the website of the Authority.

Provided further that the complainant may raise the objection on any part of the final evaluation report in case where single stage single bidding procedure is adopted.

(5) The Committee shall investigate and decide the complaint within **Fifteen (15) Days** of the receipt of complaint.

f) The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

g) Any Bidderfeeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
h) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
i) The GRC shall investigate and decide upon thecomplaint within fifteen days of the receipt of the complaint.Mere fact of lodging of a complaint shall not warrantsuspension of the procurement process.

(B) <u>REPRESENTATION OR COMPLAINT BEFORE THE MANAGING DIRECTOR (UNDER RULE 67(A) OF PPR-2014 (AMENDED) SO(CAB-I)2–9/2015 dated 20.09.2024.</u>

(1) Any bidder aggrieved by any decision of the Grievance Redressal Committee may file representation before the Managing Director within **Seven (7) Days** of communication of the decision.

(2) The Managing Director may suspend the procurement proceedings till the final decision.

Provided that mere filing of a representation does not mean suspension of the procurement process.

(3) In case of violation of any provision of the rules, not being a grievance as mentioned under Rule 67 of the rules, any person may file a complaint before the Managing Director.

(4) The decision of the Managing Director on representation or complaint, as the case may be , shall be final.

(5) A fee, to be decided by the Authority from time to time, in shape of demand draft shall be submitted in the name of the Managing Director for filing a representation or complaint, as the case may be. The refund of such fee in case of true and genuine representation or complaint and forfeiture in case of false and frivolous representation or complaint shall be decided by the Managing Director on case to case basis.

2.6. Award of Contract

2.6.1. Notification of Award

i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by through notification, that **its Bid has been accepted**.In order to save time, the successful bidder through authorized representative can also receive the notification of award from procuring agency.

ii) The notification of award will constitute the formation of the Contract.

iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

i) After receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next

lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of Purchase Order

i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*. TheFrameworkContractistobemade onStamp Paper worthof Rs.@25paisapereveryonehundredrupeesofthe**totalvalueoft he contract** [if the procuring agency is signing contract for whole advertised quantity] **or total value of the issued purchase order /notification of award** [if the procuring agency is signing for framework of the advertised quantity] [as the case may be],undersection22(A)(B)ofschedule1ofStampDutyAct189 9 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77(PG)dated1stJanuary2014.

ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract on the receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14,the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

i) The Procuring Agency reserves the right at the time of contract award to increase or decreasethe quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of **rule-59 (c)(iv) of PPR-14 (not more than 15%).**

2.6.6. Procuring Agency's Right to Accept or Reject All Bids

i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals(and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.

ii) The Bidders shall be promptly informed about the rejection of the Bids, if any

iii) The Procuring Agencyshall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

i) If the Procuring Agencyrejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

i) The Procuring Agency Bidders and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or 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, noncompetitive 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:

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. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to

the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process."

ii) Blacklisting & Debarment:

Blacklisted Consultants by Procuring agency and PPRA and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

*"**17A. Blacklisting**.– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

As per rule 21 of PPR-14:

***21. Blacklisting**.–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor

under sub-rule (1), the procuring agency:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   - *(a) precise allegation, against the bidder or Contractor;*
   - *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
   - *(c) the statement, if needed, about the intention of the procuring agency to0 make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or*

Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21,*

available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.

17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Quantity and volume of the goods to be considered in mind *[Framework Contract Modality]*

i) While quoting the rate in a framework contract, the Bidder must consider the following facts:

a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
b. The Bidderhave to maintain the rates of the goods for the whole financial year.
c. The Bidder should quote the rate as per Price Schedule/Financial Bid form. In case of non-observance of prescribed format,Financial Bid may be rejected.

2.7. Price Reasonability

The prices quoted shall not be more than the **Trade Prices as per Maximum Retail Price** fixed by the Federal Government under Drugs Act, 1976 / DRAP Act, 2012 and rules framed there under.

2.8. Compliance of DRAP Act 2012and Rules framed thereunder

All supplies will comply with the provision of DRAP Act, 2012 / Drugs Act, 1976 and rules framed there under

Section-III. Technical Specifications

3.1. Technical Specifications

3.1. Technical Specifications

S#	Name of Item / Lot	Specification	Estimated price (PKR)	Quantity	Total Price (PKR)

Note:

1. The estimated cost is for calculation of bid security only. Moreover, in case of variationinpacksizeofdosageform(liquid)rateswillbecalculatedonpermlbasis.
2. The bidder shall provide sample(s) two (02) samples in commercial packs of the quoted brand of each quoted itemformedicines/drugsandsample(s) / brochure (s) four (04) samples incommercialpacksofmedicaldevicesalongwithits bidor as required by the Technical Bid Evaluation Committee. Packaging/packing material of the Drug/Medicine/Medical Devices shall be of same quality/strength/gauge/grammage as supplied in local market.
3. The packaging of sample glass bottle (oral/injectable) and plastic bottle/HDPE/PVDC material shall be as per commercially available pharmaceutical finished product packaging.
4. Certificateregardingfulfillmentsof requirementsunderBio SafetyAct2005andthe rules framed there under must be attached for Vaccines/Sera, Biotechnical products etc.
5. For thermolabile drugs for which storage temperature is 2-8 degree centigrade. The firmshallbeboundtoproducebatchwisecoldchaindatafromthesourceof origin&thermology data from factory to Consignee's end.
6. Diluents / solvents shall have expiry date equal to more than primary product

Any further information can be obtained from the office of Purchase/Designated Wing/Section of the Procuring Agencyof Mayo Hospital Lahore.

Section-IV: Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II.Whenever there is a conflict, **the provisions herein shall prevail over those in ITB.**

A. Introduction		
BDS Clause #	**ITB #**	**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**
1.	2.1.1	**Name of Procuring Agency:** MAYO HOSPITAL LAHORE **The subject of procurement is:** FRAMEWORK CONTRACT FOR PROCUREMENT OF THERAPEUTIC GOODS (DRUGS / MEDICINES / SURGICAL DISPOSABLES / MEDICAL DEVICES/ IMPLANTS / CARDIAC SURGERY / CARDIOLOGY DISPOSABLES / BME / DENTAL / X-RAY & C.T SCAN / CONSUMABLES / THERAPEUTIC GOODS / STATIONARY / GENERAL STORE / MIR / ELECTRIC / LAB KITS AND CHEMICAL / BEDDING CLOTHING AND LINEN / ORTHOPEDIC RAW MATERIAL / GLASS WARES / SANITATION ETC. EXCEPT ELECTRO MEDICAL EQUIPMENTS ON FRAMEWORK CONTRACT BASIS DURING FINANCIAL YEAR 2026-2027 **Place of Delivery of goods:**The goods will be delivered at Consignee's End (Procuring Agency/its designated place). **Commencement date for delivery of Goods:**Date of Signing of Contract / LC Opening Date / Purchase Order Issuance date as the case may be
2.	2.1.2	**Financial year for the operations of the Procuring Agency:** Financial Year: 2026-2027 **Name of Project/ Grant (Development or Non Development):** Non-Development **Name of financing institution:***Government of the Punjab* **Name and identification number of the Contract:** FRAMEWORK CONTRACT FOR PROCUREMENT OF THERAPEUTIC GOODS (DRUGS / MEDICINES / SURGICAL DISPOSABLES / MEDICAL DEVICES / IMPLANTS / CARDIAC SURGERY / CARDIOLOGY DISPOSABLES / BME / DENTAL / X-RAY & C.T SCAN / CONSUMABLES / THERAPEUTIC GOODS / STATIONARY / GENERAL STORE / MIR / ELECTRIC / LAB KITS AND CHEMICAL / BEDDING CLOTHING AND LINEN / ORTHOPEDIC RAW MATERIAL / GLASS WARES / SANITATION ETC. EXCEPT ELECTRO MEDICAL EQUIPMENTS ON FRAMEWORK CONTRACT BASIS DURING FINANCIAL YEAR 2026-2027

3.	2.1.3 (iv)	**Joint venture** is not allowed.
4.		**Ineligible country(s):**All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
5.	2.3.6(iii)	**Demonstration of authorization by manufacturer:** The bidder shall submit the authorization by manufacturer as per Form 8.3.
B. Bidding Documents		
6.	2.2.2	**The address for clarification of Bidding Documents is** MAYO HOSPITAL LAHORE near New AnarkaliNilaGumbad Lahore.
7.	2.2.2	**Pre-Bid meeting** has been scheduled as per tender notice
8.	2.3.9	**One(01) complete bid**(including separate Technical Bid & Financial Bid) is required to be submitted in original clearly legible scanned copies preferably colored copies through e-PADSin Whole Bid or Lots (as required by the Procuring Agency) as per e-PADS. In case of lot-wise submission of e-Bids the bidder shall submit **separate e-Bid for each lot as per e-PADS**. **Hard Copy of the Bid is not required.**
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	Language of the bid will be **English**. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.
10	2.3.4	The price quoted shall be in **Pak Rupee (PKR)**
11.	2.3.4	Thequoted price of the item shall not be higher than the **Trade Price** as per MRP fixed by DRAP / benchmark prices notified by the DRAP.
12.	2.1.4 (ii)	**Country of origin**: All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan.
D. Preparation and Submission of Bids		
13.	2.1.3	Evaluation criteria is described in sub-section "Bid Evaluation Criteria" of the Bid Data Sheet.
14.	2.3.6	Spare parts not required
15.	2.2.2	**Bid shall be submitted to EPADS via e-submission**
16.	2.4.2	**The deadline forBid submission** is as per tender notice
17.	2.5.1	**Bid opening** as per tender notice
18.	2.6.2	**Amount of Performance Guarantee is 5% of the value of purchase order**. Performance Guarantee will be in PKR.

19.	**2.3.7**	**Amount of Bid Security is 1%**of Estimated Cost of the quoted Item (s) as given in Bidding Document against each Item.
20.	**2.3.9**	**Bid validity period**after opening of the Bid is 180 **days**
21.	**2.3.9**	Number of copies of the Bid to be provided is **Not required.**
E. Opening and Evaluation of Bids		
22.	**2.5.1**	**The Bid opening shall take place as per tender notice.**
23.	**2.3.5**	The currency that shall be used for Bid evaluation and comparison purposes for conversion of all Bid prices expressed in various currencies is: Pak Rupee (PKR) The source of exchange rate shall be: ***State Bank of Pakistan*** The date of exchange rate shall be:**Date of Financial Bid Opening.**

SECTION - F
TECHNICALEVALUATIONCRITERIA

A	**FOR DRUGS / MEDICINES (FOR LOCAL MANUFACTURER)**
	COMPULSORYPARAMETERS **Failure to comply with any compulsory parameter will result in "non-responsiveness of the bidder for quoted item". Bidders complying with CompulsoryParameterswillbeevaluatedfurtherfor"MarkingCriteria".**
	i. The bidder will submit 1 % Bid Security (**in Original**) of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/ Call Deposit Receipt (CDR) or Banker's Cheque from any scheduled bank. The Bid Security (if applicable) will be submitted at the time of e-Bid/tender opening. ii. ThebiddermustpossessvalidDrugManufacturingLicenseissuedbyDRAP(In case renewal is applied its documentary evidence of timely submission of renewal application in relevant regulatory authority shall be provided). iii. ThebiddermustpossessvalidGoodManufacturingCertificate(GMP)ORValid Satisfactory GMP Inspection Report issued by DRAP. * iv. Qualificationofquoteditemsectioniscompulsoryonlythosesectionwillbe considered which are mentioned on valid GMP Certificate OR on Valid Satisfactory GMP Inspection Report issued by DRAP. v. ThebidderwillprovidevalidDrugRegistrationCertificateofthequotedproduct(DRCmus thavequotedpacksize). (In case renewal is applied its documentary evidence of submission in DRAP shall be provided. However, in case if the item is not already registered with DRAP, its application for registration will not be accepted). Experienceofquoted item must be at least one year which will be considered from date of registration of the product. vi. Specifications quoted in the technical offer will be verified from brochure / demonstration/ samples (samples, which will be provided as & when demanded by the "Technical Bids Evaluation Committee"), or provided with the bid. The quoted product must comply with the advertised specifications. vii. The bidder will provide registration documents issued by relevant registration authorities like S.E.C.P. /Registrar offirms /FBR. viii. The bidder must submit bio similarity studies data of quoted item (for biologicals and biotech products). The biosimilar study must be from DRAP notifiedlabsorWHO / JpMHLW / EMA / USFDAapproved / accreditedlabsonly ORquotedproductmusthavestatusofreferenceproductforbiosimilarstudies on US-FDA /registered at EMA official websites. (In case no bidder participates for any reference brand / biosimilar brand then the applicability of the clause will be exempted)

ix. The firm will submit undertaking on Rs. 100 stamp paper legalized / notarizedthat;

a. none of its supplied batch in Private Sector and Public Sector has been declared Spurious /AdulteratedbyDTLsofthePunjab/anyCompetentLab" since last 3 years till the closing date of Bid Document submission.

b. "Non-DeclarationofanySpurious / AdulteratedBatch ofthequoteditemmanufacturedbyfirmbyDTLsofthePunjab / anyCompetent Lab"

c. the firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious / Adulterated Drugs / Medicines.

d. Currently the firm isnotBlacklisted/Debarredby the Procuring Agency / Punjab Procurement Regulatory Authority.

e. the firm will be bound to provide stocks in reefer container(s) (maintaining controlled temperatureas per itemspecs) for deliveryof goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods.

f. the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.

g. thefirm accepts all the terms & conditions of the Tender Document.

x. **Two (02) Samples** for evaluation of offered specifications with advertised specifications by thetechnical committee (Samples must be of commercial pack).

NOTE: ****The bidders which have a previous valid GMP till tender opening date and have applied for renewal of GMP certificate but the inspection has not been conducted, will be considered eligible against this parameter. However, the bidder shall submit an acknowledgement receipt from DRAP & undertaking that inspection has not been conducted or there is no observation of the inspection by DRAP (in case inspection has been conducted).***

ORDINARYPARAMETERS

FORDRUGS / MEDICINES(LOCALMANUFACTURERS)

(MARKING CRITERIA)

Serial No.	Description	Category Points
1	SOURCEOFAPIOFQUOTEDITEM	Max10
A	SourceLicensedbyOriginaloraccreditedbyFDA/WHO/EMA (Certificate). Firmshouldprovideimportdocuments(BillofLading/AirwayBill / GD documentsetc.)ofquotedsource for last two years	10
B	OthersourceofAPIwithcertificateofanalysis	05
Furthermore, bidder will undertakeonRs.100/- notarizedstamp paper that it will provide supply manufactured from claimed source.		
2	FINANCIALSOUNDNESSOFTHEFIRM	Max10
A	Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) mustbe EquivalentorHigherthan1,000millionrupeesformedicineof	10

	local manufacturer.	
B	Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years)mustbeatleast700millionrupeesoraboveformedicineo flocal manufacturer.	07
C	Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) must beatleast500 million rupeesor abovefor medicine of localmanufacturer.	05
D	Minimum Annual financial turnover for any of **single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) must beatleast250 million rupeesor abovefor medicine of local manufacturer.	03
Firm will provide FBR income tax return/sales Tax return for the last three financial years orincaseofcalendaryear last three calendar years (Jointventure,consortiumand subsidiaryshallnotbeaccepted.)		
3	**EXPERIENCEOFTHEQUOTEDPRODUCT FOR LAST TWO YEARS**	**Max10**
A	SupplyofthequotedproductEquivalentorHigherthanthe advertised quantity in Private Sector.	10
B	Supplyofthequotedproductatleast70%oraboveoftotalofadve rtised quantity in PrivateSector.	07
C	Supplyofthequotedproductatleast50%tobelow70%ofadverti sed quantity in PrivateSector.	05
D	Supplyofthequotedproductatleast25%tobelow50%ofadverti sed quantity in PrivateSector.	03
The bidder shall provide (attach) summary of private market sale. (This summary must be on stamppaperofRs. 100duly legalized/notarizedwhichmay be verified.Any falseclaimleadto disqualification/blacklistingoffirm)		
4	**EXPERIENCEOFTHEQUOTEDPRODUCT FOR LAST TWO YEARS**	**Max10**
A	SupplyofthequotedproductEquivalentorhigherthanadvertise d quantity in Public sector.	10
B	Supplyofthequotedproductatleast70%oraboveoftotalof advertised quantity in Public Sector.	07
C	Supplyofthequotedproductatleast50%tobelow70%ofadverti sed quantity in Public Sector.	05
D	Supplyofthequotedproductatleast25%tobelow50%ofadverti sed quantity in Public Sector.	03
*Thebidder shallprovide(attach) summary ofpurchaseorders ofinstitutional/Publicsale along with delivery challan (DC)of subsequent Purchase Orders.(This summary*must be on stamp paper of Rs.100 duly legalized/notarized along with Purchase Orders For Last Two Years &relevantDeliveryChallan.ThePurchaseOrders /DC may be verified, and any false claim shall lead to disqualification/blacklisting of firm. Purchase order along with relevant delivery Challan of the respective government institution will be		

considered only (alone purchase order will not be considered.)

5	**CREDIBILITY&CERTIFICATIONOFMANUFACTURER**	**Max15**
A	ValidISO17025CertificationforcompetenceofTestingandCalibration of Labs.	3
B	ValidISO14001(Certificate)	3
C	Valid International reputed certification (WHO/UNICEF/JpMHLW/UNFPA/WFP/US-FDA)	3
D	WasteWaterTreatmentPlant (attachcopyoflayoutplan of installed plant andSOPs)	3
E	RegistrationoffirmwithIQVIASolutions(formerlyIMS)foreach quoted item.	3
6	**QUALITYOFPRODUCT**	**Max5**
A	Ifsamplesofquotedproductdeclaredsub-standardbyDTLareless than 1% during last Financial Year.	5
B	Ifsamplesofquotedproductdeclaredsub-standardbyDTLare1-2% during last Financial Year.	3
C	Ifsamplesofquotedproductdeclaredsub-standardbyDTLare more than 2% during last Financial Year.	1
The bidderwill provideundertaking onRs. 100/-notarizedstamp paper.Data of substandardbatches may be verifiedfromDrugTestingLaboratories.		
7	**NUMBEROFFUNCTIONALSTABILITYCHAMBER**	**Max6**
A	No.offunctionalstabilitychamber2 – 3	2
B	No.offunctionalstabilitychamber4 – 6	4
C	No.offunctionalstabilitychamber7andabove	6
Thefirmmustsubmitundertakingonnotarizedstamppaperofworth Rs. 100/- .TheFirmwill also submit valid calibration/validation report.		
8	**STABILITYSTUDIES**	**Max02**
A	AcceleratedStabilityStudydataofquoteditem	01
B	RealTimeStabilityStudydataofquoteditem for last two years	01
9	**PrimaryReferenceStandardwithValidShelfLifeusedforQuality Control Testing/Analysis of Quoted Item** (ThefirmshallsubmitImport/ShippingDocuments/Importtrail and Certificate of Analysis (COA).	**Max02**
10	**TECHNICALSTAFFOFMANUFACTURINGUNIT**	**Max05**
A	Total Number of pharmacist (Minimum number of employed pharmacists must be10 excluding M.Phil and PhD)	02
	AtleasttwoM.PhilldegreeholderinanyDisciplineof Pharmacy or related field	02
	AtleastonePh.DdegreeholderinanyDisciplineof Pharmacy or related field	01
The bidder shall provide the attested copies of degrees & appointment issued by firm to employees.ThefirmshallprovideundertakingofRupees100stamppaper(Affidavit)thatthe staff(claimedinTender/Biddingdocuments)iscurrentlyworkinginManufacturingunit/Firm and will provide HEC approved or Equivalency (in case of Foreign Degree holders) degrees		

	along with appointment letter.	
11	**AVAILABILITYOFPRODUCTATMAJORCHAINPHARMACIES**	**Max. 05**
A	Availability of product at major chain pharmacies having minimum 05brancheswithinPunjab(onemarkforeachchain&maximum up to 5 marks) - SpecializedHospital Items maybe exempted fromsaid requirement. In such cases Hospitals purchase orders (P.O) will be considered maximum up to 5 Marks. (Purchase order along with delivery Challan of pharmacy/Hospitals will be accepted only). Thefirmwillsubmit warrantyInvoice(s).WarrantyInvoice(s) shall beissuedbytheauthorizeddistributortothechainpharmacyforth e quoteditemfrom last two years.Anyfalseclaim shall be considered as fraudulent practice. Unnecessary/ irrelevant document should not be part of bid. The firm will also submit undertaking on Rs.100 stamp paper that its quoted product is available in retail chain as per provided record submitted in bid.	**05**
	GRANDTOTAL	**80**
	QUALIFYINGMARKS= 65%	

QUALIFYINGMARKS:52OUTOF80(65%)
Financialbidsofonly"TechnicallyResponsiveBidders"willbeopened.

B	**TECHNICAL EVALUATION CRITERIA FOR DRUGS/MEDICINES(FOR SOLE AGENT/ SOLE IMPORTERSOFFOREIGNPRINCIPALS)**
	COMPULSORYPARAMETERS **Failure to comply with any compulsory parameter will result in "non-responsiveness of the bidder for quoted item". Bidders complying with CompulsoryParameterswillbeevaluatedfurtherfor"MarkingCriteria".**
	i. The bidder will submit 1 % Bid Security (**in Original**) of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft /Bank Guarantee/ Call Deposit Receipt (CDR) or Banker's Cheque from any scheduled bank. The Bid Security (if applicable) will be submitted at the time of e-Bid/tender opening. ii. ThebiddermustpossessvalidDrugSaleLicense (In case renewal is applied its documentary evidence of timely submission in relevant regulatory authority shall be provided). iii. In case of manufacturer / subsidiary of foreign manufacturer / sole agent/ importer of foreign manufacturer, the bidder must submit the valid sole Agency Agreement / relevant authorization certificate issued by the foreign principals (translated in English). iv. ThebidderwillprovidevalidDrugRegistrationCertificateof the quoted

	product issued by Drug Regulatory Authority of Pakistan (DRAP) (DRC must have quoted pack size). Experience of quoted item must be at least one year which will be considered from date of registration with DRAP / relevant drug regulatory authority of the country of manufacturer. (In case renewal is applied its documentary evidence of submission in DRAP shall be provided. However, in case if the item is not already registered with DRAP, its application for registration will not be accepted). v. Specifications quoted in the technical offer will be verified from brochure / demonstration / samples (samples, which will be provided as & when demanded by the "Technical Bids Evaluation Committee"), or provided with the bid. The quoted product must comply with the advertised specifications. vi. The bidder will provide registration documents issued by relevant registration authorities like S.E.C.P. /Registrar offirms / FBR. vii. Quoted product /its Active Pharmaceutical Ingredient must have WHO Prequalification /JpMHLW / EMA / USFDAapproval. viii. The bidder must submit bio similarity studies data of quoted item (for biologicals and biotech products). The biosimilar study must be from DRAP notifiedlabsorWHO / JpMHLW / EMA / USFDAapproved / accreditedlabsonly orQuotedproductmusthavestatusofreferenceproductforbiosimilarstudies in US FDA/registered at EMA official website. (In case no bidder participates for any reference brand / bio similar brand then the applicability of the clause will be exempted) ix. The firm will submit undertaking on Rs.100 stamp paper legalized / notarized that; a. none of its supplied batch in Private Sector and Public Sector has been declared Spurious /AdulteratedbyDTLsofthePunjab/anyCompetentLab"sincelast3year still the closing date of Bid Document submission. b. "Non-DeclarationofanySpurious / AdulteratedBatch ofquoteditemsuppliedbyfirm by DTLsofthePunjab/anyCompetentLab" c. thatFirmhasnotbeenprosecutedbyProvincialQualityControlBoard(PQCB) ontheoffenseofSpurious /AdulteratedDrugs/Medicines. d. That the firmis currently not Blacklisted/Debarred by the Procuring Agency / Punjab Procurement Regulatory Authority. e. the firm will be bound to provide stocks in refrigerated container(s) (maintaining controlled temperature as per item specs) for delivery of goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods. f. the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department. g. thefirm accepts all the terms & conditions of the Tender Document. x. **Two (02) Samples** for evaluation of offered specifications with advertised specifications by thetechnical committee (Samples must be of commercial pack).

ORDINARY/ MARKING PARAMETERS

FORDRUGS/MEDICINES(FORSOLEAGENT/IMPORTERSOFFOREIGN PRINCIPAL) (MARKING CRITERIA)

SERIAL NO.	DESCRIPTION	CATEGORY POINTS
1	EXPERIENCEOFTHEQUOTEDPRODUCTFOR LAST TWO YEARS	Max10
A	SupplyofthequotedproductEquivalent orHigherthanthe advertised quantity in PrivateSector.	10
B	Supplyofthequotedproductatleast70%oraboveoftotalof advertised quantity in Private Sector.	07
C	Supplyofthequotedproductatleast50%tobelow70% of advertised quantity in PrivateSector.	05
D	Supplyofthequotedproductatleast25%tobelow50%of advertised quantity in Private Sector.	03
Thebiddershallprovide(attach)summaryofprivatemarketsale.(Thissummarymustbeon stamp paperof Rs.100duly legalized/notarizedwhichmay be verified. Any false claimwillleadto disqualification/blacklisting offirm)		
2	FINANCIALSOUNDNESSOFTHEFIRM	Max10
A	MinimumAnnualfinancialturnoverforanyof**single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) mustbeEquivalent orHigherthan600million rupees of Sole Agent of Foreign manufacturer.	10
B	MinimumAnnualfinancialturnoverforanyof**single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) mustbeatleast450million rupeesor aboveof Sole Agent of Foreign manufacturer.	07
C	MinimumAnnualfinancialturnoverforanyof**single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) mustbeatleast300million rupeesor aboveof Sole Agent of Foreign manufacturer.	05
D	MinimumAnnualfinancialturnoverforanyof**single financial year** (i.e. during the last three financial years) / **single calendar year** (i.e. during the last three calendar years) mustbeatleast150 million rupeesor aboveof Sole Agent of Foreign manufacturer.	03
Firm will provide FBR income tax return/sales Tax return for the last three financial years orincaseofcalendaryear last three calendar years (Jointventure,consortiumand subsidiaryshallnotbeaccepted.)		
3	EXPERIENCEOFTHEQUOTEDPRODUCT FOR LAST TWO YEARS	Max10
A	SupplyofthequotedproductEquivalentorHigherthant he advertised quantity in PublicSector.	10
B	Supplyofthequotedproductatleast70%oraboveoftotalof advertised quantity in Public Sector.	07
C	Supplyofthequotedproductatleast50%tobelow70% of advertised quantity in PublicSector.	05
D	Supplyofthequotedproductatleast25%tobelow50% of advertised quantity in PublicSector.	03

*Thebidder shallprovide(attach) summary ofpurchaseorders ofinstitutional/Publicsale along with delivery challan (DC)of subsequent Purchase Orders.(This summary*must be on stamp paper of Rs.100 duly legalized/notarized along with Purchase Orders (Last Two Years)&relevantDeliveryChallan.ThePurchaseOrders /DC may be verified, and any false claim shall lead to disqualification/blacklisting of firm.PurchaseordersalongwithrelevantdeliveryChallanoftherespectivegover nment institutionwillbeconsideredonly(alonepurchaseorderswillnotbeconsidered.)

4	**BIDDER& MANUFACTURERRELATIONSHIPREGARDING IMPORTEXPERIENCE(INCASEOFSOLEAGENT)**	**Max10**
	SoleAgentCertification/AuthorizationfromManufacturer	
	Up to2 years	05
	Above2to5 years	07
	Above5 years	10
5	**LOCALMARKETBUSINESS**	**Max15**
	Howmanyyearsthequotedproductisbeingmarketed?	
	1to2year	05
	Above2to5 years	10
	Above5 years	15
6	**COMPLIANCEOFQUALITYSTANDARDSOFQUOTEDITEM**	**Max05**
	QualityComplianceStandards(EMA / JpMHLW / USFDA / prequalified byWHO / TheproducthavingregistrationinStringentRegulatory Authorities (SRA) Founding Regulatory Members countries as (Europe,USA,andJapan)andStandingRegulatoryMembersas (Canada,Switzerland&Australia),RegulatoryMembers(Brazil , China, Singapore, Republic of Korea).	05
7	**QUALITYOFPRODUCT**	**Max05**
	Ifsamplesofquotedproductdeclaredsub-standardbyDTLareless than 1% during last Financial Year.	05
	Ifsamplesofquotedproductdeclaredsub-standardbyDTLare1-2% during last Financial Year.	03
	Ifsamplesofquotedproductdeclaredsub-standardbyDTLareMore than 2 % during last Financial Year.	01
	ThebidderwillprovideundertakingonRs. 100/-notarizedstamppaper.Dataof substandard batches can be verified from Drug Testing Laboratories.	
8	**AVAILABILITY OF QUOTED PRODUCT (P.O/PERFORMA INVOICE/LCCOPYETC.)SINCE LAST TWO YEARS**	**Max10**
	Countries(USA/Europe/Japan/UK)	10
	OrOther Countries 1 mark per country 05andabovecountries	05
	GRANDTOTAL	**75**
	QUALIFYINGMARKS=65%	

QUALIFYINGMARKS:48.75OUTOF75(65%)

Financialbidsofonly"TechnicallyResponsiveBidders"willbeopened.

C	FOR MEDICAL DEVICES (FORLOCALMANUFACTURER&SOLEAGENT/ SOLE IMPORTERS OFFOREIGNPRINCIPAL) (OTHER THEN AUTODISABLE SYRINGES)
	COMPULSORYPARAMETERS **Failuretocomplywithanycompulsoryparameterwillresultin"non-responsiveness of the bidder for quoted item".**
	i. The bidder will submit 1 % Bid Security (**in Original**)of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft /Bank Guarantee/ Call Deposit Receipt (CDR) or Banker's Cheque from any scheduled bank. The Bid Security will be submitted at the time of e-Bid/tender opening. ii. ValidDrugsManufacturingLicense(for local manufacturers)orValidDrugsSaleLicense or Valid Establishment Registration Certificate (for sole agents) (In case renewal is applied its documentary evidence of timely submission of renewal application in relevant regulatory body shall be provided). iii. ValidDrugRegistrationCertificate / DrugEnlistmentCertificate whichever applicableasperMedicalDevices Rules2017of thequotedproductissued by DRAP Pakistan. (In case renewal is applied its documentary evidence of timely submission of renewal application in relevant regulatory body shall be provided). iv. Valid GMP certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for local manufacturer) / Valid ISO 13485 (Production Quality Management System Certificate) for Sole Agents / Sole importers. (***The bidders which have a previous valid GMP till tender opening date and have applied for renewal of GMP certificate but the inspection has not been conducted, will be considered eligible against this parameter. However, the bidder shall submit an acknowledgement receipt from DRAP & undertaking that inspection has not been conducted or there is no observation of the inspection by DRAP (in case inspection has been conducted).*** v. Minimum Annual financial turnover for **last three financial year** / **last three calendar year** must be **PKR 10** Million Rupees (cumulative) oraboveforlocalmanufacturer / SoleAgentofForeignmanufacturer.Firmwill provide FBR income tax return / sales Tax return for the last three financial years / during the last three calendar years vi. In case of foreign manufacturer / subsidiary of foreign manufacturer / sole agent / importer of foreign manufacturer, the bidder must submit the valid sole Agency Agreement / relevant certificate issued by the foreign principals (translated in English). vii. The bidder will provide registration documents issued by relevant registration authorities like S.E.C.P. /Registrar offirms / FBR. viii. Valid quality certification of CE/UNFPA/JpMHLW/US FDA approval

certification or prequalification by WHO (except for Medical Devices enlisted in Class A by DRAP). Certificates provided by the firm on its own letter head are not acceptable, CE marked by conformity assessment bodies (CABs) notified in NANDO database under the relevant European directive for medical devices of European Union will be accepted only. Extension / confirmation letter for already issued CE certificate by the notified NANDO bodies under the European MDR is also acceptable. (for imported / sole agents only)

ix. In case of local manufacturer, valid ISO 13485 of the manufacturer will be accepted. The authenticity of the certificate will be verified online by the issuing authority.

x. Valid Free Sale Certificate, issued by relevant authority of the country of origin, indicating that the quoted brand is freely available in the country of origin. The Free Sale Certificate may be Apostille attested or for countries which are not member of Apostille Convention may require to submit this certificate duly legalized/ notarized by embassy of Pakistan (for Sole agents / imported products only. Local manufacturers are exempted). (Details of Apostille members is available at;
https://www.hcch.net/en/instruments/conventions/ status-table/?cid=41

xi. The experience of quoted product must be **at least One year** tillclosingdateofsubmissionoftender to be evaluated from date of registration / enlistment of the product. In case of products under exemption from DRAP the product shall be evaluated from purchase orders / import documents provided that the bidder attached DRAP Exemption letter / reference for the quoted item with e-Bid. (exempted for Class A Medical devices)

xii. The firm will submit undertaking on Rs.100 stamp paper legalized / notarized that;

- **a.** none of its supplied batch in Private Sector and Public Sector has been declared Spurious /Adulterated by DTLs of the Punjab/any Competent Lab" since last 3 years till the closing date of Tender Document submission.
- **b.** "Non-Declaration of any Spurious /Adulterated Batch of quoted item manufactured/supplied by firm by DTLs of the Punjab/any Competent Lab"
- **c.** the firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious /Adulterated Medical Devices.
- **d.** the firm undertakes that currently it is not Blacklisted / Debarred by the Procuring Agency / Punjab Procurement Regulatory Authority.
- **e.** the firm accepts all the terms & conditions of the Tender Document.

xiii. **Four (04) Samples & Brochure / demonstration of the quoted product** for evaluation of offered specifications with advertised specifications by

	thetechnical committee (Samples must be of commercial pack). NOTE: Financialbidsofonly“TechnicallyResponsiveBidders”willbeopened.

EVALUATION OF SAMPLES AS PER ADVERTISED SPECIFICATION

BID ENQUIRY NO.	NAME OF ITEMS	BRAND NAME	COUNTING UNIT	SAMPLE STATUS	REMARKS

NOTE:
Financial bids of only “Technically Responsive Bidders” will be opened.
The bidder is directed to mention the DRAP enlistment numbers and codes for each quoted medical device.

EVALUATION OF SAMPLES AS PER ADVERTISED SPECIFICATION

BID ENQUIRY NO.	NAME OF ITEMS	BRAND NAME	COUNTING UNIT	SAMPLE STATUS	REMARKS

NOTE:
Financial bids of only “Technically Responsive Bidders”will be opened.
The bidder is directed to mention the DRAP enlistment numbers and codes for each quoted medical device.

D	TECHNICALEVALUATIONCRITERIAFOR AUTO DISABLE /REUSE PREVENTION SYRINGES ONLY (FOR LOCAL MANUFACTURER & SOLE AGENT OF FOREIGN PRINCIPAL)
	COMPULSORY PARAMETERS Failure to comply with any compulsory parameter will result in “non- responsivene of the bidder for quoted item”.

	i.	The bidder will submit 1% Bid Security (**in Original**) of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft /Bank Guarantee/ Call Deposit Receipt (CDR) or Banker's Cheque from any scheduled bank. The Bid Security (if applicable) will be submitted at the time of e-Bid/tender opening.
	ii.	ValidDrugsManufacturingLicense(for local manufacturers)orValidDrugsSaleLicense or Valid Establishment Registration Certificate (for sole agents) (In case renewal is applied its documentary evidence of timely submission of renewal application in relevant regulatory body shall be provided).
	iii.	ValidDrugRegistrationCertificate / DrugEnlistmentCertificate whichever applicableasperMedicalDevices Rules2017of thequotedproductissued by DRAP Pakistan. (In case renewal is applied its documentary evidence of timely submission of renewal application in relevant regulatory body shall be provided).
	iv.	Valid GMP certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for local manufacturer) / Valid ISO 13485 (Production Quality Management System Certificate) for Sole Agents / Sole importers. (***The bidders which have a previous valid GMP till tender opening date and have applied for renewal of GMP certificate but the inspection has not been conducted, will be considered eligible against this parameter. However, the bidder shall submit an acknowledgement receipt from DRAP & undertaking that inspection has not been conducted or there is no observation of the inspection by DRAP (in case inspection has been conducted).***
	v.	Minimum Annual financial turnover for **last three financial year / last three calendar year** must be **PKR 10** Million Rupees (cumulative) oraboveforlocalmanufacturer / SoleAgentofForeignmanufacturer.Firmwill provide FBR income tax return / sales Tax return for the last three financial years / during the last three calendar years.
	vi.	In case of manufacturer / subsidiary of foreign manufacturer / sole agent / importerof foreign manufacturer, the bidder must submit the valid sole Agency Agreement / relevant certificate issued by the foreign principals (translated in English).
	vii.	The bidder will provide registration documents issued by relevant registration authorities like S.E.C.P. /Registrar offirms / FBR.
	viii.	Valid quality certification of CE/JpMHLW/US FDA 510K / approval certification or prequalification by WHO will be required. **OR** In case of local manufacturer, valid ISO 7886-1 of the manufacturer will be accepted. The authenticity of the certificate will be verified online by the issuing authority. Online verification shall be accepted only. ISO Certificate issuing organization/ authority must be approved from Pakistan National Accreditation Council (PNAC) / united Kingdom Accreditation Service (UKAS) / International Accreditation Forum (IAF) / International Accreditation Service (IAS)
	ix.	Valid Free Sale Certificate, issued by relevant authority of the country of origin, indicating that the quoted brand is freely available in the country of origin. The Free Sale Certificate may be Apostille attested or for countries which are not member of Apostille Convention may require to

	submit this certificate duly legalized/ notarized by embassy of Pakistan (for Sole agents only). (Details of Apostille members is available at; https://www.hcch.net/en/instruments/conventions/ status table/?cid=41 x. The experience of quoted product must be **at least One year** tillclosingdateofsubmissionoftender to be evaluated from date of registration of the product. xi. The firm will submit undertaking on Rs.100 stamp paper legalized / notarized that a) none of its supplied batch in Private Sector and Public Sector has been declared Spurious /Adulterated by DTLs of the Punjab/any Competent Lab" since last 3 years till the closing date of Bid Document submission. b) Undertakingregarding"Non-DeclarationofanySpurious /AdulteratedBatch of quoted item manufactured/supplied by firm byDTLsofthePunjab/anyCompetentLab" c) The firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious /Adulterated Medical Devices. d) Currently the firm is not Blacklisted/Debarred by the Procuring Agency / Punjab Procurement Regulatory Authority. e) the firm accepts all the terms & conditions of the Tender Document. xii. **Samples / Brochure / demonstration of the quoted product** (**sample / brochure's requirement and its number to be decided by the procuring agency**) for evaluation of offered specifications with advertised specifications by thetechnical committee (Samples must be of commercial pack).

EVALUATION OF SAMPLES AS PER ADVERTISED SPECIFICATON

BID ENQUIRY NO.	NAME OF ITEMS	BRAND NAME	COUNTING UNIT	SAMPLE STATUS	REMARKS

NOTE:
Financialbidsofonly"TechnicallyResponsiveBidders"willbeopened.
The bidder is directed to mention the DRAP enlistment numbers and codes for each quoted medical device.

E	**FOR SURGICAL DRESSING ONLY** **(FOR LOCAL MANUFACTURER & SOLE AGENT OF FOREIGN PRINCIPAL)**

COMPULSORY PARAMETERS

Failure to comply with any compulsory parameter will result in "non-responsiveness of the bidder for quoted item".

i. The bidder will submit 1 % Bid Security (**in Original**) of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft /Bank Guarantee/ Call Deposit Receipt (CDR) or Banker's Cheque from any scheduled bank. The Bid Security (if applicable) will be submitted at the time of e-Bid/tender opening.

ii. Valid Drugs Manufacturing License (for local manufacturers) or Valid Drugs Sale License or Valid Establishment Registration Certificate (for sole agents) (In case renewal is applied its documentary evidence of timely submission of renewal application in relevant regulatory body shall be provided).

iii. Valid DeviceRegistration Certificate/Device Enlistment Certificate, whichever applicable as per Medical Devices Rules 2017 of the quoted product issued by DRAP. (In case renewal is applied its documentary evidence of timely submission of renewal application in relevant regulatory body shall be provided).

iv. Valid GMP certificate OR Valid Satisfactory GMP Inspection Report issued by DRAP (for local manufacturer) / Valid ISO 13485 (Production Quality Management System Certificate) for Sole Agents / Sole importers. (***The bidders which have a previous valid GMP till tender opening date and have applied for renewal of GMP certificate but the inspection has not been conducted, will be considered eligible against this parameter. However, the bidder shall submit an acknowledgement receipt from DRAP & undertaking that inspection has not been conducted or there is no observation of the inspection by DRAP (in case inspection has been conducted).***

v. Minimum Annual financial turnover for **last three financial year / last three calendar year** must be **PKR 10** Million Rupees (cumulative)oraboveforlocalmanufacturer / SoleAgentofForeignmanufacturer.Firmwill provide FBR income tax return / sales Tax return for the last three financial years / during the last three calendar years.

vi. In case of manufacturer / subsidiary of foreign manufacturer / sole agent / importer of foreign manufacturer, the bidder must submit the valid sole Agency Agreement / relevant authorization certificate issued by the foreign principals (translated in English).

vii. The bidder will provide registration documents issued by relevant registration authorities like S.E.C.P. /Registrar offirms / FBR.

viii. Valid Free Sale Certificate, issued by relevant authority of the country of origin, indicating that the quoted brand is freely available in the country of origin. The Free Sale Certificate may be Apostille attested or for countries which are not member of Apostille Convention may require to submit this certificate duly legalized/ notarized by embassy of Pakistan (for Sole agents only). (Details of Apostille members is available at;

https://www.hcch.net/en/instruments/conventions/ status-table/?cid=41

	ix. The experience of quoted product must be **at least One year** tillclosingdateofsubmissionoftender to be evaluated from date of registration / enlistment of the product in case of products under exemption from DRAP the product shall be evaluated from purchase orders, provided that the bidder attached DRAP Exemption letter / reference for the quoted item with e-Bid. x. The firm will submit undertaking on Rs.100 stamp paper legalized / notarized that; a) none of its supplied batch in Private Sector and Public Sector has been declared Spurious / Adulterated by DTLs of the Punjab/any Competent Lab" since last 3 years till the closing date of Bid Document submission. b) "Non-Declaration of any Spurious / Adulterated Batch of the quoted item manufactured/supplied by firm by DTLs of the Punjab/any Competent Lab" c) the firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious / Adulterated Medical Devices. d) currently the firm is not Blacklisted/Debarred by the Procuring Agency / Punjab Procurement Regulatory Authority. e) the firm accepts all the terms and conditions of the Tender Document. xi. **Samples / demonstration / Brochure of the quoted product** (**sample / brochure requirement and its number to be decided by the procuring agency**) for evaluation of offered specifications with advertised specifications by thetechnical committee (Samples must be of commercial pack). **NOTE:** **Financial bids of only "Technically Responsive Bidders" will be opened.** The bidder is directed to mention the DRAP enlistment numbers and codes for each quoted medical device.

F: EVALUATION CRITERIAFOR LABKITS & CHEMICAL REAGENTS/ EQUIPMENT PLACEMENT BASIS

Part-A COMPULSORY PARAMETERS:

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

Sr.No.	PARAMETERS	DOCUMENTS REQUIRED	STATUS
1	Product Registration Certificate	Valid Product Registration certificate/ Valid Product enlistment certificate issued by DRAP(where applicable) **(In case renewal is applied its documentary evidence of timely submission of renewal application in relevant regulatory body shall be provided).**	
2	Firm Establishment Certificate	Valid License to import/ Manufacturing and sale certificate issued by DRAP (where applicable)	

3	Notarized letter of authorization from manufacturer	Valid manufacturer's authorization from the Foreign Manufacturer with indication of manufacturing site and its location (For Importer/ Sole Agent / Authorized sole Distributor)	
4	Product Quality Certificate	Valid quality certification of US FDA/JpMHLW/MDD/ CE / WHO prequalification/ DRAP approved of the quoted product.(where applicable)	
5	Undertaking on Stamp Paper worth Rs:100 (Minimum)	Regarding i. Non Cancellation / Non Suspension of Registration of quoted product of the bidder by Drug Regulatory Authority of Pakistan within last two years. ii .Non blacklisting from procuring agency and PPRA iii. Non declaration of spurious / adulterated by the DTL of the Punjab/ any competent lab of quoted items within last two years.	
6	Other Documents Required	i. NTN No. / Income tax registration certificate / sale tax registration certificate. ii. Copy of Bank Guarantee / CDR in the name of Chief Executive Officer Mayo Hospital Lahore in technical Bid iii. CNIC of signatory of the Bid. iv. Signed terms & conditions of bidding documents and acceptance of bid validity period (180 days)	
7	Product Related Free Sale Certificate issued by the Regulatory Body of manufacturer country	The bidder will submit "free sale certificate of the product" (Medical devices) bearing the brand name of the product in country of manufacturer(where applicable) ii. Affidavit /Undertakingof the sole agent / authorized distributors that their product(s) are freely available with same brand name in the country of the manufacture and is safe for human use (where applicable)	
8	Specification quoted in the Technical offer will be verified from sample provided with the bid (Product that complies 100 % with the advertised specification and full fill the requirements as per Medical Devices rules will be considered for	Commercial sample of quoted item	

	evaluation.		

Part-B

TECHNICAL EVALUATION PARAMETERS:The bid complying with compulsory parameters shall be evaluated for below mentioned Parameters:

<table>
<tr><th>Sr. No.</th><th>Parameters</th><th>Remarks</th><th>TOTAL MARKS</th></tr>
<tr><td>1</td><td>Past Performance of the Bidder (at least one (01) year)
Major institutions (Government / semi-government) served:
<table>
<tr><td>I</td><td>1 year</td><td>2</td></tr>
<tr><td>Ii</td><td>2 to 3 years</td><td>4</td></tr>
<tr><td>Iii</td><td>4 to 5 years</td><td>6</td></tr>
<tr><td>Iv</td><td>6 to 7 years</td><td>8</td></tr>
<tr><td>V</td><td>8 & above years</td><td>10</td></tr>
</table></td><td>The Claim requires documentation (Purchase Orders, Receipt Certificates & Delivery Challan etc.) of the institution(s).</td><td>10</td></tr>
<tr><td>2</td><td>Financial status of Bidders
<table>
<tr><td>I</td><td>Last year audited balance sheet</td><td>03</td></tr>
<tr><td>Ii</td><td>Tax returns (last two years)</td><td>02</td></tr>
</table></td><td>Acknowledgement of Tax Return must be attached.</td><td>05</td></tr>
<tr><td>3</td><td>
<table>
<tr><td>i</td><td>Regional Manager / Head of Concerned Department</td><td>Graduation in concerned field/ BS-MLT / pharm. D/ Microbiologist/ Post-graduation in concerned field</td></tr>
</table></td><td>The bidder is required to attachattested copies of the relevant degrees and appointment letters of concerned technical staff. (Bank salary transactionstatement / SLARAY SLIP of concerned staff)</td><td>
<table>
<tr><td>i</td><td>Regional Manager / Head of Concerned Department</td><td>05</td></tr>
<tr><td>ii</td><td>Institutional Manager</td><td>05</td></tr>
<tr><td>iii</td><td>Territory Managers / Quality Assurance Manager</td><td>05</td></tr>
</table></td></tr>
</table>

	ii	Institutional Manager	Graduation in concerned field/ BS-MLT / pharm. D / Microbiologist/ Post-graduation in concerned field		
	iii	Territory Managers / Quality Assurance Manager	Graduation in concerned field/ BS-MLT / pharm. D/ Microbiologist/ Post-graduation in concerned field		

The passing marks in ordinary parameters are 65%

PART C

- Submission of the sample is mandatory.
- Satisfactory performance report by Government Teaching Hospitals / Semi-Govt. Institutes of the quoted product is the prerequisite of Part-C
- The Technical Evaluation Committee at its discretion may conduct physical inspection of equipment placement basis tender only, if deemed fit for knockout criteria.

EVALUATION OF SAMPLES AS PER ADVERTISED SPECIFICATON

BID ENQUIRY NO.	NAME OF ITEMS(as per Advertised specifications)	Offered Specifications	OFFERED BRAND NAME	MANUFACTURER / COUNTRY OF ORIGIN	COUNTING UNIT	SAMPLE STATUS	REMARKS (RESPONSIVE / NON RESPONSIVE WITH VALID REASON

Recommendation for part(C)

_____

Overall recommendation

_____

G: EVALUATION CRITERIA FOR B.M.E ITEMS

PART =A COMPULSORY PARAMETERS FOR B.M.E. ITEMS

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

Sr.No.	Parameter	Status
1.	Attested Copy of Computerized National Identity Card (CNIC) of authorized bidding signatory person of the bidder.	
2.	N. T. N. Certificate	
3.	G. S. T. Reg. Certificate (where applicable)	
4.	Bid Security (Estimated price as mentioned in tender documents, indicating the number, date and Bank (Copy must be attached with the technical bid).	
5.	Under Taking Certificate Regarding Black Listing on the legal stamp paper of Rs.100/- or more.	

6.	Bid Validity Period of 180 days	
7.	Signed Terms & Conditions / Bidding Documents	

PART B EVALUATION CRITERIA (B.M.E. ITEMS.)

MARKING CRITERIA

Sr. No.	Parameters	Detail	Total Marks	Remarks
1-	Performance of Last three years of the item being quoted(attach relevant documents)	Major institutions Served Past Performance i. No institution served — 0 Ii. Institution served 1 to 4 — 5 Iii. Institution served 5 to 9 — 10 Iv. Institution served 10 or above — 15	15	The claims require documentation purchase order, receipt certificates, delivery challans, etc. from concerned institution.
2-	Market experience of quoted products (attach supporting documents as proof)	i. 02 years — 5 ii. More than 02 up to 04 years — 10 iii. More than 04 years — 15	15	Less than 2 year experience is in eligible.
3-	Compliance of Quality For the quoted product	i. FDA / CE /NHLW — 10 ii. Valid ISO Certificate — 10	20	Attach valid quality Certificates
4-	Financial Status	i. 10 Million or above — 10 ii. 5 Million or above — 05 iii. Below 05 Million — 02	10	FBR tax returns showing sale of last financial year is required.
5-	Valid letter of Authorization from Principal/manufacturer	i. Sole Distributor certificate — 10	10	Attach valid certificates
6-	Company Profile	i. B.Sc / B-Technical Engineers 4 or more — 10 ii. DAE Technical Engineers 4 or more — 05	10	Attach the attested copies of their CVs,their valid PEC No., attested set of relevant degrees along with their appointment letter and salary certificates.
7-	Registration, Tax and Audit Certificate	i. Tax Return Last 3-years — 10 ii. Audit Report Last Three Years — 10	20	
		Total Marks	100	

Total marks: 100
Qualifying marks: 65% (65) and above

PART C

EVALUATION OF SAMPLES AS PER ADVERTISED SPECIFICATON

BID ENQUIRY NO.	NAME OF ITEMS	BRAND NAME	COUNTING UNIT	SAMPLE STATUS	REMARKS

Recommendation of part (C)

_____

Over all Recommendation with justification

_____

H: CATEGORY-DENTAL MATERIAL ITEMS

EVALUATION CRITERIA

FOR DENTAL MATERIAL ITEMS,
Part- COMPULSORY PARAMETERS:
Failure to comply with any compulsory parameter will result in disqualification of bidder.
Part =A COMPULSORY PARAMETERS FOR DENTAL MATERIAL ITEMS
Failure to comply with any compulsory parameter will result in disqualification of bidder.

Sr.No.	Parameter	Status
i.	Computerized National Identity Card	
ii.	N. T. N. Certificate	
iii.	G. S. T. Reg. Certificate (where applicable)	
iv.	Bid Security (Estimated price as mentioned in tender documents, indicating the number, date and Bank (Copy must be attached with the technical bid).	
v.	Under Taking Certificate Regarding Black Listing on the legal stamp paper of Rs.100/- or more.	
vi.	Bid Validity Period of 180 days	
vii.	Signed Terms & Conditions / Bidding Documents	
viii.	Authorization Letter from Manufacturer/Sole Agent in case of Sole Distributor) if applicable.	

EVALUATION CRITERIA (DENTAL MATERIAL ITEMS)

MARKING CRITERIA PART –B

<table>
<tr><th>Sr. No.</th><th>Parameters</th><th>Detail</th><th>Total Marks</th><th>Remarks</th></tr>
<tr><td>1</td><td>Past Performance</td><td>Major institutions served, Past performance, contract execution:<table><tr><td>I</td><td>1</td><td>5</td></tr><tr><td>Ii</td><td>2 to 3</td><td>15</td></tr><tr><td>Iii</td><td>4 and above</td><td>20</td></tr></table></td><td>20</td><td>The claim requires documentation) Purchase Orders, Receipt Certificates & Delivery Challans, etc.) from the concerned institution.</td></tr>
<tr><td>2</td><td>Market / Institution experience of quoted product.</td><td><table><tr><td>i</td><td>Market availability of quoted item in dental Store for last 01 year</td><td>10</td></tr><tr><td>ii</td><td>1 -2 years institution experience</td><td>110</td></tr></table></td><td>20</td><td>The market availability of quoted item will be calculated from the date of commercial invoice for parameters (i)</td></tr>
</table>

<table>
<tr><td></td><td></td><td></td><td></td><td>the product having less than one year experience isineligible and market availability of quoted items relates to availability in open market other than dental stores. Items experience shall be confirmed from 1st market launch of the product with documentary proof / institution.</td></tr>
<tr><td>3</td><td>Compliance of Quality Standards</td><td><table><tr><td>i</td><td>FDA/WHO approved</td><td>20</td></tr><tr><td>ii</td><td>Others</td><td>10</td></tr></table></td><td>20</td><td>Valid copies of certificates / letters required.</td></tr>
<tr><td>4</td><td>Financial status of Bidders</td><td><table><tr><td>i</td><td>1 Million or above</td><td>20</td></tr><tr><td>ii</td><td>0.5 Million or above</td><td>10</td></tr></table></td><td>20</td><td>FBR Tax Return showing sale of last financial year is required.</td></tr>
<tr><td>5</td><td>Contract Execution</td><td><table><tr><td>i</td><td>Supply orders executed in two Tertiary Care Hospitals Punjab including Mayo Hospital Lahore within due delivery period</td><td>10</td></tr><tr><td>ii</td><td>Supply order executed in Tertiary Care Hospitals Punjab</td><td>05</td></tr></table></td><td>10</td><td>The bidder is required to attach contract execution certificate from concerned institution</td></tr>
<tr><td>6</td><td>Technical Staff</td><td><table><tr><td>i</td><td>Metric or equivalent in Any field</td><td>10</td></tr></table></td><td>10</td><td>The bidder is required to attach attested copies of the relevant degrees and appointment letters of concerned technical staff.</td></tr>
</table>

Total marks: 100
Qualifying marks: 65% (65) and above

PART C
EVALUATION OF SAMPLES AS PER ADVERTISED SPECIFICATON

BID ENQUIRY NO.	NAME OF ITEMS	BRAND NAME	COUNTING UNIT	SAMPLE STATUS	REMARKS

Recommendation of par (C)

Over all Recommendation with justification

I: CT-SCAN & X-RAY FILMS AND ITS CHEMICALS

Part =A Compulsory Parameters for CT-Scan & X-Ray Films and its chemicals

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

- Computerized National Identity Card
- N. T. N. Certificate
- G. S. T. Reg. Certificate (where applicable)
- Bid Security (Estimated price as mentioned in tender documents, indicating the number, date and Bank (Copy must be attached with the technical bid).
- Under Taking Certificate Regarding Black Listing on the legal stamp paper of Rs.100/- or more.
- Bid Validity Period of 180 days
- Signed Terms & Conditions / Bidding Documents
- Authorization Letter from Manufacturer/Sole Agent

PART B= EVALUATION CRITERIA (X-RAY / CX.T.SCAN FILMS & ITS CHEMICALS, ITEMS)

MARKING CRITERIA

<table>
<tr><th>Sr. No.</th><th>Parameters</th><th>Detail</th><th>Total Marks</th><th>Remarks</th></tr>
<tr><td>1</td><td>Past Performance (Last two years)
As per Bid Form 4</td><td>Major institutions served, Past performance, contract execution:<table><tr><td>i</td><td>1</td><td>4</td></tr><tr><td>ii</td><td>2 to 3</td><td>8</td></tr><tr><td>iii</td><td>4 to 5</td><td>12</td></tr><tr><td></td><td></td><td></td></tr><tr><td>iv</td><td>6 to 7</td><td>16</td></tr><tr><td>v</td><td>8 and above</td><td>20</td></tr></table></td><td>20</td><td>The claim requires documentation) Purchase Orders, Receipt Certificates & Delivery Challans, etc.) from the concerned institution.</td></tr>
</table>

<table>
<tr><td>2</td><td>Market / Institution experience of quoted product.</td><td><table><tr><td>i.</td><td>Market availability of quoted product in leading chain stores / Pharmacies / Institutions from 02 years</td><td>7</td></tr><tr><td>ii.</td><td>More than 02 up to 04 years</td><td>10</td></tr><tr><td>iii.</td><td>More than 04 years</td><td>15</td></tr></table></td><td>15</td><td>The market experience will not go beyond the date of registration (for registered items). less than Two year experience is ineligible and market availability of quoted items relates to availability in open market. Items experience shall be confirmed from 1st market launch of the product with documentary proof / institution.</td></tr>
<tr><td>3</td><td>Compliance of Quality Standards</td><td><table><tr><td>i</td><td>FDA/WHO approved</td><td>20</td></tr><tr><td>ii</td><td>Others</td><td>10</td></tr></table></td><td>20</td><td>Valid copies of certificates / letters required.</td></tr>
<tr><td>4</td><td>Financial status of Bidders</td><td><table><tr><td>i</td><td>2 Million or above</td><td>20</td></tr><tr><td>ii</td><td>1 Million or above</td><td>10</td></tr><tr><td>Iii</td><td>0.5 Million or above</td><td>05</td></tr></table></td><td>20</td><td>FBR Tax Return showing sale of last financial year is required.</td></tr>
<tr><td>5</td><td>Contract Execution</td><td><table><tr><td>i</td><td>Supply orders executed in two Tertiary Care Hospitals Punjab including Mayo Hospital Lahore within due delivery period</td><td>10</td></tr><tr><td>ii</td><td>Supply order executed in one Tertiary Care Hospitals Punjab</td><td>05</td></tr></table></td><td>10</td><td>The bidder is required to attach contract execution certificate from concerned institution</td></tr>
</table>

Total marks: 85

Qualifying marks: 65% (55.25) and above

PART C <u>EVALUATION OF SAMPLES AS PER ADVERTISED SPECIFICATON</u>

BID ENQUIRY NO.	NAME OF ITEMS	BRAND NAME	MANUFACTURER / COUNTRY OF ORIGIN	ACCOUNTING UNIT	SAMPLE STATUS	REMARKS (RESPONSIVE / NON RESPONSIVE WITH VALID REASON

Recommendation of part (C)

Overall recommendation

J: TECHNICAL EVALUATION PERFORMAS FOR PROCUREMENT OF GENERAL STORES, ELECTRIC STORE, STATIONERY STORE, SANITATION STORE, M.I.R WORKSHOP, BEDDING CLOTHING & LINEN STORE, ORTHO RAW MATERIAL ITEMS

Part =A Compulsory Parameters for all Categories

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

- Attested Copy of Computerized National Identity Card (CNIC) of authorized biding signatory person of the bidder
- N. T. N. Certificate
- G. S. T. Reg. Certificate (where applicable)
- Bid Security (Estimated price as mentioned in tender documents, indicating the number, date and Bank (Copy must be attached with the technical bid).
- Under Taking Certificate Regarding Black Listing on the legal stamp paper of Rs.100/- or more.
- Bid Validity Period of 180 days.
- Signed Terms & Conditions / Bidding Documents

Part =B Technical Evaluation Parameters

<table>
<tr><th>S. No.</th><th>Parameters</th><th>Total Marks</th><th>Marks Obtained</th></tr>
<tr><td>1</td><td>Company Profile:
i. Storage Capacity (10)
ii. other facilities i.e vehicles (05)
iii. Human resource (05)</td><td>20</td><td></td></tr>
<tr><td>2</td><td>Relevant Experience:
(Government, Semi Government)
i. More than 05 Institutes (20)
ii. 02- 05 Institutes (10)
iii. Less Than 02 (05)</td><td>20</td><td></td></tr>
<tr><td>3</td><td><table><tr><td>Certificate of satisfactory past performance issued by Competent Authority of relevant procuring agency for each year.
For last 02 years</td><td>5</td></tr><tr><td>More than 02 up to 04 years</td><td>10</td></tr><tr><td>More than 04 years</td><td>20</td></tr></table></td><td>20</td><td></td></tr>
<tr><td>4</td><td>Financial Status / Soundness:
i. Turn over i.e. Bank Account or through Bank Certificate
50 Million or above (20)
30 Million or above (10)
10 Million or above (05)
ii. Tax Paid for the last
Last 3 Years = (10)
Last 2 Years = (05)
iii. Audit Report
Company Audit Report
Last 3 Years = (10)</td><td>20

10</td><td></td></tr>
</table>

	Last 2 Years = (05)	**10**	
	Total Marks	**100**	

Total marks: 100
Qualifying marks: 65% (65) and above

PART C EVALUATION OF SAMPLES AS PER ADVERTISED SPECIFICATON

BID ENQUIRY NO.	NAME OF ITEMS	BRAND NAME	ACCOUNTING UNIT	SAMPLE STATUS	REMARKS (RESPONSIVE / NON RESPONSIVE WITH VALID REASON

Recommendation of part (C)

_____

Overall recommendation

_____

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: [*As per provision of Punjab Procurement Rules 2014*].
2.6.2	The Performance Guarantee shall be **5%** of the Value of the purchase order
2.6.2	The **Performance Security (or guarantee)** shall be in the of the form prescribed in GCC Clause-7.3.

Section-V: General Conditions of Contract

1. Definitions

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

(a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all those supplies which the Supplier is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation & insurance of goods up to the desired destinations and any other incidental services of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Agency" means the organization purchasing the Goods& Services, as named in SCC.

(h) "The Procuring Agency's country" is the country named in SCC.

(i) "The Supplier" means the Bidderor firm supplying the Goods and Services under this Contract.

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

(k) "Day" means calendar day.

2. Application

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

3.Country of Origin

[where applicable]

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4.Standards

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

4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4.3 If the Supplier provide an item(s) which is declared substandard / spurious / adulterated etc. and fail to provide the fresh supply within 21 days, the payment of risk purchase (which will be purchased by the Purchaser/Procuring Agencies) the price difference shall be paid by the Supplier.

4.4 In case of supply of substandard/spurious/adulterated etc. product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser's premises, burning, dumping, or incineration.

5. Use of Contract Documents and Information; Inspection and Auditby the procuring agency.

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

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

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

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

6. Patent Rights

6.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.

7. Performance Guarantee

7.1. After receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or

(b) aBank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's chequecashier's or certifiedCheque or CDR.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8.Inspections and Tests

8.1. The Procuring Agency 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 Procuring Agency. SCC and the Technical Specifications shall

specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

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

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

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

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

9. Packing

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and Documents

10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

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

11. Insurance

11.1. The Goods supplied under the Contract shall be delivered on DDP basis under which risk is transferred to the buyer after having been delivered, hence insurance for the supply of goods is seller's responsibility.

12. Transportation

12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Supplier for incidental servicesshall be included in the Contract Price for the Goods and shall not exceed:

(i) the prevailing rates charged for other parties by the

Supplier for similar services; and

(ii) original price of goods.

14. Spare Parts

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

(a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The Supplier further warrants that the supplied goods are in-compliance with the provisions of DRAP Act 2012/Medical Device Rules framed thereunder.

15.2. This warranty shall be as specified in SCC.

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

15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5. If the Supplier, having been notified, fails to rectify the

defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

16. Payment

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

16.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. The currency of payment is **Pakistan Rupees (PKR).**

17. Prices

17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

18. Change Orders

18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty

(30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

20. Assignment

20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. Sub-contracts

21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2. Subcontracts must comply with the provisions of GCC Clause 20.

22. Delays in the Supplier's Performance

22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23. Liquidated Damages

23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;

(b) if the Supplier fails to perform any other obligation(s) under the Contract; or

(c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:
(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or 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, noncompetitive 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:

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. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*

iv. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*

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

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

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

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3.If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency

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

27. Termination for Convenience

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

27.2.The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1.After signing the contract or issuance of purchase order, TheProcuring 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 Contract.

28.2.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 Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may

include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language

29.1.The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1.The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. Notices

31.1.Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

31.2.A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1.Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods& Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

33. PriceReasonability.

The prices quoted shall not be more than the **Trade Prices as per Maximum Retail Price** fixed by the Federal Government under Drugs Act, 1976 / DRAP Act, 2012 and rules framed there under.

34. DRAP Act 2012 and Rules framed there under Compliance

All supplies (where applicable)shall comply with the provision of DRAP Act 2012 and Rules framed there under.

SECTION-VI. SCHEDULE OF REQUIREMENTS

ANNEX- A

6.1 Schedule of Requirements

The supplies shall be delivered in accordance with the Contract / Purchase Orders as per following schedule of requirements on Delivered Duty Paid (DDP) basis:-

Respective Consignee's End:

- The goods will be delivered at Consignee's End (Procuring Agency/its designated place).

Mode of Penalty	**Delivery of 100% Quantity as per Signed Contract / Purchase Order(s)**	**Total delivery period**
Without penalty	**30 to 60** days or earlier (as decided by the procuring agency as per requirement / product i.e. locally manufactured or imported)	**30 to 60** days (as decided by the procuring agency as per requirement / product i.e. locally manufactured or imported)
Late delivery charges/penalty of late delivered supplies	@ 0.067 % per day after ___ **days**of the late delivered supplies	
Maximum Rate of Late Delivery Charges/ penalty	Maximum limit of late delivery charges is prescribed in BDS	
Risk Purchase	After expiry of prescribed delivery period, the Procuring Agency may proceed for alternate arrangements including risk purchases (at the risk & cost of defaulter) to ensure the un-interrupted healthcare services in the interest of patients. Once the maximum limit, specified in SCC Clause 14 is reached, the procuring agency may proceed for termination of contract and legal proceedings under PPR-2014 and may proceed for contract with 2nd lowest evaluated bidder.	

i. The delivery period will start from the date of signing of the contract / issuance of purchase order as the case may be.
ii. The delivery schedule will be issued by the concerned procuring agency/hospital at the time of contract / purchase order.
iii. The procuring agency may increase or decrease the quantities at the time of contract. In case of increase in quantity, the maximum limited will be 15% of the original quantity on the analogy of rule-59 (c)(iv) of PPR-14.
iv. The supplying firm will follow manufacturer guidelines to ensure the efficacy of the goods during transportation and storage.

SECTION-VII SPECIAL CONDITIONS OF CONTRACT

ANNEX - B

SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agencies are:

- **Name of the Procuring agency MAYO HOSPITAL LAHORE**

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is: M/s _____

GCC 1.1 (j)—The Project Site is: *[if applicable]*

2. Country of Origin (GCC Clause 3)

All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan.

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee is **5% of the value of purchase order Within seven (07) days**of the Contract Price / Purchase Order as the case may be .

GCC 7.4—the Performance Guarantee shall be retained for to cover the Supplier's warranty obligations or defect liability period in accordance with Clause GCC 15.2

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—

i. The Supplier 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. The delay in provision of the required standards as specified, shall not be attributable to the procuring agency.

ii. After delivery of drugs and medicines at the Purchaser's / Procuring Agency's premises, the Purchaser shall send**randomsamples** from **each batch** of the supplied store to the Drugs Testing Laboratory, Punjab, for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods after receipt of standard quality report of each batch of supplied store issued by DTL concerned under Drugs Act 1976/DRAP Act 2012 & rules framed thereunder. **The cost of samples and lab tests** shall be borne by the Supplier.**Separate samples for testing are not allowed.**

iii. In case of **Adverse/ Failurereport** of any batch, the Supplier 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.

iv. The supplier has the right of appeal as per Drugs Act 1976 / DRAP ACT 2012and rules framed there under
    a. If the appeal for retest is accepted and supply is again declared **substandard,** the substandard stocks will be disposed at the cost of supplier.
    b. If the appeal for retest is accepted and the stock is declared of **standard quality** then procuring agency may decide return of this stock to the supplier.

v. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

5. Packing (GCC Clause 9)

i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.

ii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip/ Blister, Tubes etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license no., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in strip / blister pack (one side aluminum and other side PVC/PVD). Expiry date must be printed on each strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps.

iii. Theconditionofgreenpackingisrelaxedfordrugsimportedinfinishedform, but the supplierwill beinstructedto print/stamp/affix a sticker as per requirement ofindividualitem(*afterconsideringthe conditionofstorageof eachitem).*

iv. Thequalityofpackingmaterial,itslabelling,packingstructureandprintingwill besameasthatoftheircommercialsupplybutaccordingtogovernmentsupply color scheme.

c) Additionalinstructionsfor packing

i. ThesuppliersarerequiredtofurnishtheWarrantycertificatewithregardtothe potencyandstability(Includingcolorationofmedicines)oftheDrug/Medicine&Medic al device for human consumption etc. in accordance with the Drugs Act 1976, DRAP Act 2012, Punjab Drugs (Amendments) Act 2017 & rules framed thereunder on notarized stamp paper of Rs.100/-

ii. 2-DDataMatrixBarcodeiscompulsory(forLocalManufacturers)tobeplaced at unit carton of supplies to be received as per regulatory requirement.

iii. Thebiddershall supplytheDrugs/Medicines/Items inspecial green packingwith LogooftheGovernmentofPunjab(exemptedforimporteditems).Thefollowing wording/insignia shall be printed in bold letters both in Urdu & English in indelible red color ink on each carton, pack, bottle, strip / blister, tubes, vial /ampouleetc.IncomboPacksthesterilizedwaterforinjection/solventshallbear the wording/insignia on the vial/ampoules etc.

"MAYO HOSPITAL LAHORE"
"PUNJABGOVERNMENT PROPERTY"
"NOT FOR SALE"

iv. Aftersigningof theContract,theSuppliershall submit thesamples of finished medicines in accordance with the above instructions for approval of the department.All subsequent suppliesmust be in accordance withthe approved samples.

v. TheArtworkoffinalpackaging/labelwillbeapprovedbythecommitteenotified by procuring agency.

6. Delivery and Documents

(GCC Clause 10)

i. The Supplier shall arrange such transportation of the medicines & medical devices etc. required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. The goods shall be delivered through reputable courier service having following features to ensure quality, quantity, safety & efficacy of supplied medicines & surgical disposable items:

   i. Traceable online dispatch and delivery record

ii. Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies

ii. All costs associated with the transportation including loading/unloading of drugs / medicines, medical devices & surgical dressings etc. and road taxes shall be borne by the Supplier.

iii. All **cold chain (perishable**) items must be delivered in a safe and proper manner, prescribed for such types of items.

iv. The firm will be bound to provide stocks in reefer container(s) for delivery of goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods.

In case of Letter of Credit (LC): Draft LC along with following Documents

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Agency:

In case of Letter of Credit (LC): Draft LC along with following documents:

(i) copies of the Supplier's invoice/Performa invoice showing Goods' description, quantity, unit price, and total amount;

(ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

(iii) copies of the packing list identifying contents of each package;

(iv) Insurancecertificate ;

(v) Manufacturer's or Supplier's warranty certificate;

(vi) Certificate of origin.

In case of DDP:

i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.

ii. Certificate of Analysis / Lot Release Certificate

iii. Delivery Challan

7. Insurance

(GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

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

ii. All costs associated with the transportation including loading/unloading of drugs, medicines & medical devices etc. and road taxes shall be borne by the Supplier.

iii. All **cold chain (perishable**) items must be delivered in a safe and proper manner, prescribed for such types of items.

9. Spare Parts

(GCC Clause 14)

GCC 14.1— Spare parts not applicable

10. Warranty

(GCC Clause 15) The Supplier further warrants that the supplied goods are in-compliance with the provisions of DRAP Act 2012/Drug Act 1976 and Rules framed thereunder.

11. Warranty provision

GCC 15.2—In partial modification of the provisions, the warranty period shall be till shelf life / consumption of the **Goods.** The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part.
ThesuppliersarerequiredtofurnishtheWarrantycertificatewithregardtothe potencyandstability(Includingcolorationofmedicines)oftheDrug/Medicine&Medical device for human consumption etc. in accordance with the Drugs Act 1976, DRAP Act 2012, Punjab Drugs (Amendments) Act 2017 & rules framed thereunder on notarized stamp paper of Rs.100/-

12. Payment (GCC Clause 16)

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

Payment for Goods supplied:

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.*

ii. *Part Supply and Part Payment is allowed, but the Payment will only be made after inspection and Satisfactory Drug Testing Report*

13. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed for whole financial year / during currency of the contract and shall not be adjusted.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.067% per day of the cost of late delivered supply
In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, **a penalty @ 0.067 % per day of the cost of late delivered supply shall be imposed upon the Supplier.**

Maximum deduction: 10% of Contract value

Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

15. Resolution of Disputes (GCC Clause 28)

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

i. As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

ii. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be **English**. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

17. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan) shall have exclusive jurisdiction, unless otherwise specified in SCC.

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes:

CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL LAHORE

PHONE NO: +92-42-99211129-110,117,378 & 381
Email Address: mayohospital@gmail.com

—Supplier's address for notice purposes:

19. Shelf life

FOR DRUGS / MEDICINES / BIOTECHNICAL PRODUCTS/ MEDICAL DEVICES SURGICAL DRESSINGS ETC.

i. The shelf life must be up to **85%**for the **locally manufactured** drugs / medicines / medical devices / surgical dressings etc. and **75%** for the **imported**drugs / medicines/ medical devices / surgical dressings etc.

ii. The lower limit of the shelf life must be up to **80%** and **70%** with **imposition of 1% penalty** charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported drugs / medicines / medical devices / surgical dressings etc.respectively.

iii. In case of *vaccines & other biotechnical products, the stores with the* **shelf life up to 70%** will be accepted without penalty charges and **up to 60%** with imposition of **1%** penalty charges of actual shortfall in shelf life below prescribed limit"

iv. In case of *Lab products / reagents, the stores with the* **shelf life up to 70%** will be accepted without penalty charges and **up to 60%** with imposition of **1%** penalty charges of actual shortfall in shelf life below prescribed limit"

Note: *The procuring agency at its own discretion may relax the lower limit of shelf life with the reasons to be recorded in writing upto* **70%** *(for locally manufactured drugs / medicines / medical devices / surgical dressings etc. respectively) &***60%** *for imported medical devices / surgical dressings etc. and* **50%** *for vaccines & other biotechnical products, respectively with imposition of***2%** *penalty charges of actual shortfall in life below prescribed lower limit mentioned at (***ii & iii above***), subject to undertaking from Supplier that unconsumed expired stores will be replaced without any further charges.*

SECTION-VIII: FORMS

8.1 Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head].
*To be attached with the **Financial Bid,** in case of Single Stage Two Envelope Procedure]*

Date: _____

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ 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 to Bid opening under Clause 2.3.9 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 *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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 agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated this _____ day of _____ 20_____.

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

8.2 Bidder's JV Members Information Form

NOT ALLOWED / NOT APPLICABLE

8.3. Manufacturer's Authorization Form

*[To be signed and stamped by the Bidder and to be attached with **Technical Bid**]*

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To: *[name 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 authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above 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 to Bids.

_____

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer(s) 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.

8.4. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head.
*[To be attached with **Technical Bid**]*

Sr.#	**Particulars**
1.	Name of the company:
2.	**Registered Office:**
Address:	
Office Telephone Number:	
Fax Number:	
3.	**Contact Person:**
Name:	
Personal Telephone Number:	
Email Address:	
4.	**Local office if any:**
Address:	
Office Telephone Number:	
Fax Number:	
5.	**Registration Details:**

8.5. General InformationForm

[To be signed & stamped by the Bidder and reproduced on the letter head].
*[To be attached with **Technical Bid**]*

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			**Sales Tax Registration No**	
PRA Tax No.				
No. of Employees			**Company's Date of Formation**	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.6. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner.]
*[To be attached with **Technical Bid**]*

Name: _____
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary. In case of any false / fabricated information the procuring agency reserves the right to blacklist undersigned.

The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents and is not a conditional bid.

The undersigned have read and agreed to all the terms and conditions of the bidding documents.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned have not paid nor have agreed to pay, any Commissions or Gratuitiesto any official or agent related to this bid or award or contract.

That the prices offered are not more than**Trade Price as per Maximum Retail Price** fixed by the Federal Government under Drugs Act, 1976 / DRAP Act, 2012.

I/We, further undertake that the prices given are reasonable and not given more than in any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, the firm is bound to refund the difference in price.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[**name of Procuring Agency**]*. The undersigned further affirms on behalf of the firm that:

(i) none of its supplied batch in Private Sector and Public Sector has been declared Spurious /AdulteratedbyDTLsofthePunjab/anyCompetentLab" since last 3 years till the closing date of Bid Document submission.

(ii) "Non-DeclarationofanySpurious / AdulteratedBatch ofthequoteditemmanufacturedbyfirmbyDTLsofthePunjab / anyCompetent Lab"

(iii) the firm has not been prosecuted by Provincial Quality Control Board (PQCB) on the offense of Spurious / Adulterated Drugs / Medicines.

(iv) Currently the firm isnotBlacklisted/Debarredby the Procuring Agency / Punjab Procurement Regulatory Authority.

(v) the firm will be bound to provide stocks in reefer container(s) (maintaining controlled temperatureas per itemspecs) for deliveryof goods to the procuring agencies. Physical assurance will be pre-requisite at the time of delivery of goods.

(vi) the firm will be bound to supply the stock in compliance to SRO 470(I)/2017 subject to requirement of the department.

(vii) thefirm accepts all the terms & conditions of the Tender Document.

(viii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.

(ix) Affidavit for correctness of information.

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head.]
*[To be attached with **Technical Bid**]*

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Supplier) _____ hereinafter called "the Contractor" has undertaken, in pursuance of **"INVITATION TO BID FOR THE "PROVISION OF _____"** procurement of the following:

1. [***Please insert details***].

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, 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 _____ day of _____, 20__, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature_____

Name_____

Title _____

Address_____

Seal_____

Date_____

8.8. Technical Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head.]
*[To be attached with**Technical Bid**]*

1. FOR MEDICINES

Sr. No.	*Item name with Advertised Specifications	Brand name	Offered Specifications	Registration Number	Pack size	Quantity	Manufacturer with Country of Origin

*** Diluents/ solventsdetails may also be added as per above format in addition to the product**

2. FOR MEDICAL DEVICES & SURGICAL DRESSINGS ETC

Sr. No.	Item name with Advertised Specifications	Brand Name	Make & model	Offered Specifications	*Registration / *Enlistment Number	Quantity	Name &Complete Address of Manufacturer (as per DRAP Registration / Enlistment)	Name &Complete Address of Manufacturing Site (as per DRAP Registration / Enlistment)

** in case exemption is granted by DRAP for Registration / enlistment in a category, attach the letter / reference with e-Bid and mention its reference number with date in this table*

Name of Authorized Person Signing the Bid _____

Designation _____

Stamp & Signature of Bidder _____

8.9. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

THIS CONTRACT is made at on day of 202__, between the **{Insert name of Procuring agency }**, (hereinafter referred to as the "**Purchaser**") 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 Purchaser invited bids for procurement of goods, in pursuance whereof M/s ***(firm name)*** being the Manufacturer/ authorized sole agent /Supplier of (**item name**) in Pakistan and ancillary services offered to supply the required item (s); and Whereas, the Purchaser has accepted the bid by the Supplier as per following detail;

Item No.	Item Name	Approved Specifications	Unit Price (As per contract)	Quantity	Total Cost (PKR)

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

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 **Annex- A**
   c. Special Conditions of Contract & the Technical Specifications **Annex- B**
   d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. **Annex- C**
   e. The Purchaser's Notification of Award **Annex- D**
   f. Purchase Order **Annex-E**
   g. Payment Schedule **Annex-F**
   h. The General Conditions of Contract **Annex-G**
   i. Performance Guarantee/Security **Annex-H**
   j. Manufacturer's certificate of warranty under Drugs Act 1976/DRAP Act 2012 & rules framed thereunder **Annex-I**
   k. The bidding document of Procuring Agency **Annex-J**
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
3. **The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.
4. The Supplier declares as under:
   i. *[**Name of the Supplier**]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or

agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.

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

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

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

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

vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through negotiation / mediation. If, after thirty (30) days from the commencement of such informal negotiations / mediation, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

5. **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 C).

(ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item

(iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

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

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

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

9. **Performance Guarantee/Security:**

(i) The Supplier has submitted the performance guarantee for signing of this contract, to the Purchaser as per prescribed format in the bidding documents equivalent to [**Insert Details**], **bearing number _____ dated _____**of the total Contract amount having validity till _____[**insert details**] from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.

(ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee/Security in accordance with sub-clause (i) above.

(iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract.

10. **Penalties/ Liquidated Damages**

(i) Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.

(ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non–delivered portion of supplies shall be forfeited.

(iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.

(iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase order.

(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.** Maximum deduction is ten percent (10%) of Contract value. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

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

For the Purchaser:
{Name of Procuring agency}

For the Supplier: _____

_____

_____

_____

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 Supplier/ Authorized Agent.	**Sealed & Signed on behalf of Procuring Agency**
Name Of Contractor	
Designation in the Firm	**(Procuring Agency)**

Witnesses-1 on behalf of the Contractor	Witnesses-1 on behalf of the Procuring Agency
Name of Witness Designation in the Firm	

Witnesses-2 on behalf of the Contractor	Witnesses-2 on behalf of the Procuring Agency
Name of Witness Designation in the Firm	

C.C.

1. _____
2. _____
3. _____

ANNEX - C

PRICE SCHEDULE SUBMITTED BY THE BIDDER

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

ANNEX -D

PURCHASER'S NOTIFICATION OF AWARD

(tobe issued by the Procuring Agency will be attached)

No._____

Dated Lahore the _____

NOTIFICATION OF AWARD

File No. _____ Consequent upon the processing and conclusion through competitive bidding process for the procurement of drugs / medicines / medical devices / surgical disposables etc by {**insert name of the procuring agency** }under Punjab Procurement Rules 2014 and subsequent approval by the Procurement Committee of the procuring agency, the rates of below mentioned items offered by the lowest evaluated/ successful Bidders are hereby accepted for FY _____ as per following details;

TENDER ENQUIRY NO.	NAME OF SUCCESSFUL BIDDER	NAME OF ITEM	DESCRIPTION OF PRODUCT / SPECIFICATION (approved) (Brand Name / Registration / Enlistment No., Pack size)	ADVERTISED QUANTITY	APPROVED UNIT RATE (IN PKR)
1.			Brand Name _____ Registration / Enlistment No _____ Dosage Form _____ Pack size _____ Mfg by _____ Details (if any) _____		

*** Diluents/ solventsdetails may also be added as per above format with the product**

2. Subsequent Purchase Order(s) / Framework Contract will be issued separately. The purchase order (s) / framework contract shall be signed strictly as per tender terms & conditions of advertised bidding documents after receipt of Performance Guarantee / Security having validity of one year from its date of issuance from any scheduled bank in the form as prescribed in the bidding documents and Stamp Duty @ 0.25% of the total value of the contract / purchase order as the case may be, under section 22(A)(b) of Schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995).

Note: Please certify that the contents of this Notification have been read by the authorized person of the company specially the specifications, unit price.

NO & DATE EVEN:

1. _____.
2. _____.
3. _____.

ANNEX - E

PURCHASE ORDER

(Specimen Sample of PO to be printed on Stamp Paper Amounting to Stamp Duty mentioned in Annex -D)

No._____

Dated Lahore the _____, 20

1	**Notification of Award No.**	
2	**Date**	
3	**Supplier/Firm Name**	
4	**Supplier/Firm's Address**	
5	**Firm Contact No**	
6	**Delivery Period**	**_____ days**
7	**Conditions of the Contract:**	As already communicated in the Bidding Document / Signed Contract
8	**Particulars of Stores:**	As per detail given below
9	**Amount of Performance Guarantee (In PKR)**	
10	**Amount of Stamp Duty in PKR**	

T.E No.	Name of item & approved Specifications	Brand Name / Registration / Enlistment No.	Pack Size	Approved Unit Price (PKR)	Advertised Quantity	Purchase Order (PO) Quantity	Total Cost of Purchase Order (PKR)
TOTAL COST IN WORDS: Rupees _____ Only.							

2. You are requested to provide stamp paper (s) valuing **Rs. _____/-** as stamp duty @ 0.25% of the total value of the contract/ purchase order, under section 22(A)(b) of Schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) for agreement.

3. Please note that failure to furnish the required Performance Guarantee/Security within prescribed days 7 days after issuance of **Purchase order / signing of the Contract** (as the case may be) shall constitute a breach of the contract and the procuring agency shall be entitled to make other arrangement at your risk and expenses in accordance with the terms and conditions without any notice. Other terms and conditions agreed through bidding documents and subsequent written clarifications will remain the same.

Note: Please certify that the contents of this Purchase Order have been read by the authorized person of the company specially the specifications, unit price and contractual amount.

Additional instructions (if any):

ANNEX - F

PAYMENT SCHEDULE

i. 100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO).

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

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

ii. Part Supply as per given delivery schedule and Part Payment is allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply as per schedule mentioned in schedule of requirement within due time.

(However, if there is any alternate payment schedule, agreed by the Procuring Agency and Supplier, it will be annexed here.)

8.10. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Name of the Firm : _____

Bid Reference No: _____

Tender Enquiry No: _____

Tender enquiry No.	Name of the Item	UNIT PRICE							Total Price / Unit	No. of Units	Total Price (Inclusive of All duties and taxes)
		Ex-factory, Ex Ware house, Ex-Show Room, Off the Shelf	Sales and Income Tax	Other Levies and Duties *(If any)*	Packaging	Transportation Costs incidental to delivery	Other Incidental Costs as defined in the Schedule of Requirement	Additional Discount / Free of Cost (FOC) medicines offered (If any)			
		A	B	C	D	E	F	G	H H=A+B+C+D+E+F+G	J	K K = H*J
Total Price in Figures (Inclusive of all taxes /duties / FOC etc.)											
Total Price in words (Inclusive of all taxes / duties /FOC etc.)											

NOTE:

In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". *(Please refer ITB clause 2.5.6).*

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

Name of Authorized Person Signing the Bid _____

Designation _____

Stamp & Signature of Bidder _____

8.11. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE*[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____

[Signature of the bank]

Section IX- Check List

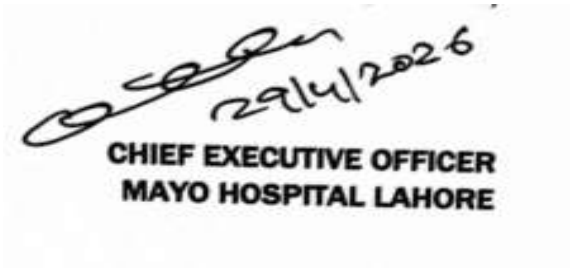
[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders **(with technical proposal).**

Sr. #	Detail	Page #	Responsive	Non-responsive
1.	Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal.			
2.	Valid Drug Sale License			
3.	valid Sole Agency Agreement / relevant certificate issued by the foreign principals			
4.	Samples / Brochureof the quoted items (if required by the Procuring agency)			
5.	DRAP Registration / Enlistment certificate / Exemption letters/ reference like court's order etc. / renewal document as the case may be			
6.	US-FDA, CE,JpMHLWcertificate where required			
7.	Valid Free Sale Certificate / relevant Quality certificate issued by the manufacturer or regulatory authority of the concerned country of origin.			
8.	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old			
9.	Copy of active Registration with Sales Tax Authorities (STRN)			
10.	Technical Bid Form (as per **form 8.9** of Bidding documents) on letter head of the firm duly signed and stamped.			
11.	Financial Bid Form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.			
12.	Bid Security Form (as per **form8.11**of Bidding documents) on letter head of the firm, duly signed and stamped.			
13.	Performance Guarantee Form (as per **form8.7** of Bidding documents) on letter head of the firm, duly signed and stamped.			
14.	General Information Form (as per **form 8.5** of Bidding documents) on letter head of the firm duly signed and stamped.			
15.	Affidavit(as per **form 8.6**) on non-judicial Stamp Paper of Rs. 100/- (i) The firm is not blacklisted fromprocuring agency or PPRA (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information.			

	Affidavit for correction of information Form (as per **form** of Bidding documents) on letter head of the firm, duly signed and stamped.			

Stamp & Signature of Bidder _____



1.1-ANNUAL DEMAND FOR REAGENTS/KITS FOR COAGULATION (PT, APTT) TSEST ON REAGENT RENTAL BASIS FOR MAYO HOSPITAL LAHORE 2026-2027.

Sr. No	Name of items	Total Work load of all labs	Estimated Test Cost	Estimated Total Cost (Rs.)	1 % Bid Security
1.	PT Reagent	200,000 tests	58	11,600,000	116,000
2.	aPTT Reagent	200,000 tests	48	9,600,000	96,000

1.2- General Terms and Conditions

- Mayo Hospital requires reagents/kits for PT and APTT along with free machines to be placed i.e. Automated Coagulometer (according to PVMS specification attached i.e. 1.3). Quantity of machines to be placed at following locations is as under;
  - i- One machine to be placed at Accident and Emergency Lab with **one mirror image backup** along with a **Centrifuge Machine having capacity minimum 48 tubes and Glass Door Refrigerator**.
  - ii- One machine to be placed at Central Diagnostic Lab with **one mirror image backup** along with a **Centrifuge Machine having capacity minimum 48 tubes and Glass Door Refrigerator**.
  - iii- One machine to be placed at Paediatrics Department Lab with **one mirror image backup** along with a **Centrifuge Machine having capacity minimum 48 tubes and Glass Door Refrigerator**.
- The instrument should be brand new (not refurbished) and CE marked or FDA approved.
- The reagents should be CE/ FDA approved.
- ISI of PT reagent shall be less than or equal to 1.0
- Mayo hospital will pay only for reagent kits of PT and APTT. Company will supply the parts/consumables such as probes, calibrators, controls (at least once daily high, low and normal levels), wash solutions, detergent solutions, CaCl2 solutions, cups, barcode printers along with barcode stickers and other accessories etc. used in the instrument without any charges and will replenish consumables according to need and standard requirements of lab. The firm shall install Air Conditioners as per need to maintain the ambient temperature of the lab for optimum function of the equipment.
- Imported Compatible Sine wave UPS for backup of up to 30 minutes (Emerson, Liebert, Chloride, MGE, APC or Equivalent)
- The company should provide details of reagent consumption on offered instrument along with documentary evidence of this quantity.

- The cost per test must be provided by supplier along with pack size of kit.
- The lowest bidder will be calculated on the basis of total cost of tests included in this group.
- The number of tests run on the back up instrument will be charged at the same rate as has been decided in the financial bid.
- Periodic maintenance (maximum 3 months) and change of parts like lamps, probes and parts etc. will be responsibility of the firm which will be free of cost.
- Company will do the maintenance work of the instrument in routine and will troubleshoot any problem within 4-6 hours upon telephonic message from an authorized person free of cost.
- The system should be placed with printer (print roll, paper shall be provided free of cost) and **compatible UPS**, the maintenance of which will be responsibility of supplier firm.
- The system must have built in barcode reader.
- The system must have user friendly software and interface with LIS. The company shall interface instrument with software of **Punjab Information Technology Board (PITB)** immediately after the installation of the instrument.
- The supplier should furnish copy of the Sole Agency agreement/ Certificate for Pakistan.
- The successful bidder shall certify and ensure availability of essential spares etc., to facilitate encountering after sale Repair & Maintenance problems.
- A certificate that the price quoted in Mayo Hospital Lahore is not more than the prices quoted in other Government/ Autonomy Institute for regents & Chemicals, In case of any discrepancy the firm herby undertake to refund the price charged in excess & abide by all the terms and conditions laid down in the tender inquiry or time-to-time changed by the Government.
- Mayo hospital keeps the right to order the kits according to its ongoing requirements and workload and this may vary according to needs.
- Comparison of different offers would be according to existing workload of Mayo Hospital Labs.
- The firm will place the instrument within 90 Days of the purchase order.
- The company will be responsible for training of staff on placed equipment
- The contract would be for one year initially and will be extendable on yearly basis by mutual consent of the parties (maximum up to Five years) subject to certificate of satisfactory performance by Incharge Laboratories. Upon completion of contract company may take back its instrument/s.

- In case of any problems in lab results due to faulty behavior of kits or instruments, the institution keeps the right to cancel the contract and opt for the second lowest in short time, as the patients in emergency need immediate and standard investigations to help in management.
- The list of possible workload is attached for reference 1.1 which may be increased or decreased as per demand.

1.3- Specifications for Automated Coagulometer

PVMS OF PATHOLOGY AND BLOOD BANK	
Clinical Specialty	Haematology
Generic Name	**AUTOMATED COAGULOMETER**
Clinical Purpose	Blood clotting tests are the tests used for diagnostics of the homeostasis system. Coagulometer is the medical laboratory analyzer used for testing of the hemostasis system. Modern coagulometers realize different methods of activation and observation of development of blood clots in blood or in blood plasma
TECHNICAL SPECIFICATIONS	
Detailed Requirement: Combined PT & APTT Tests Throughput: 170 Tests /hr or above Random Access System Fully Automated RS 232 or USB Interface 220V 50 Hz, AC **User Adjustable Settings:** More than 30 SamplesPositionsonboardfortubesandcups Board storagecapacity Stat sample capacity Time from standby < 5.0 minutes. Security system more than Two levels. Cuvette capacity more than 220 **Displayed Parameters:** Digital display for results	
Accessories: Complete with standard and operation accessories; 1. Built-inorExternalLaserPrinter 2. Compatible Computer, LCDMonitor 3. ImportedCompatibleSinewaveUPSforbackupofupto30minutes(Emerson, Liebert,Chloride,MGE,APCorEquivalent) 4. OperatingManualwithaSoftCopy 5. ServiceManualwithaSoftCopy 6. More than 30 cooled reagents position on Board.	

1.1: ANNUAL DEMAND FOR HCV & HBV PCR TESTS ON REAGENT RENTAL BASIS FOR MAYO HOSPITAL LAHORE 2026-2027.

Sr. #	Name of Item With Detailed Specifications	Qty. (Tests)	Estimated Cost (Rs.)	Total Estimated Cost (Rs.)	1 % Bid Security
1.	HCV PCR Tests	8000	1350	10,800,000	108,000

Specifications:

- One set (as applicable) = Extraction Kit + Amplification Kit + Consumables + Controls + Calibration Standards capable of detecting HCV IUs across all genotypes of HCV. Limit of detection must be less than 25 IU/ml. Kits must be Invitro human diagnostics (IVD).
- The product /kit must be US FDA approved / CE Marked/ WHO prequalified
- All disposables and consumables as per needs such as disposable/ single use sterile lab grade filter tips 10µl, 100µl, 1000µl along with sets of adjustable Micropipettes, powder free nitrile molecular grade gloves, lab grade eppendrof serum cups 1.5ml and PCR tubes 0.2ml as well as any chemical such as ethanol/ distilled water/ disinfectant and cleaning solution required for assay performance/instrument maintenance/ lab decontamination compatible with kits/ instruments shall be supplied by the firm at free of cost.
- Number of tests counted in each kit shall be those which are performed for diagnosis exclusively, controls and any other measures consuming reagents shall not be counted in number of tests
- Reagents/ tests lost due to instrument error, precedented/unprecedented technical errors, installation shortcomings, loss of power backup before stipulated backup time shall be compensated in full to procuring agency.

Sr. #	Name of Item With Detailed Specifications	Qty. (Tests)	Estimated Cost (Rs.)	Total Estimated Cost (Rs.)	1 % Bid Security
2.	**HBV PCR Tests**	1500	1400	2,100,000	21,000

Specifications:

- One set (as applicable) = Extraction Kit + Amplification Kit + Consumables + Controls + Calibration Standards capable of detecting HBV IUs across all genotypes of HBV. Limit of detection must be less than 25 IU/ml. Kits must be Invitro human diagnostics (IVD).
- The product /kit must be US FDA approved / CE Marked/ WHO prequalified
- All disposables and consumables as per needs such as disposable/ single use sterile lab grade filter tips 10µl, 100µl, 1000µl along with sets of adjustable Micropipettes, powder free nitrile molecular grade gloves, lab grade eppendrof serum cups 1.5ml and PCR tubes 0.2ml as well as any chemical such as ethanol/ distilled water/ disinfectant and cleaning solution required for assay performance/instrument maintenance/ lab decontamination compatible with kits/ instruments shall be supplied by the firm at free of cost.
- Number of tests counted in each kit shall be those which are performed for diagnosis exclusively, controls and any other measures consuming reagents shall not be counted in number of tests
- Reagents/ tests lost due to instrument error, precedented/unprecedented technical errors, installation shortcomings, loss of power backup before stipulated backup time shall be

compensated in full to procuring agency.	
A.	**Real-Time PCR Machine**
	Specification A real-time PCR machine for the usage of said kits will be provided by supplier along with installation and troubleshooting services as well as regular calibration, maintenance, repair and decontamination of said machinery with sufficient power backup on Reagent Rental basis. The specifications of the machine are as follows: ● A peltier based 96 wells integrated system for real-time PCR detection of HCV & HBV with temperature range of 40 to 100°C ● Maximum ramp temp should be 3°C/ Sec or more ● The excitation by tungsten Halogen/Xenon source and detection by cooled CCD camera or LED based excitation. ● Reaction volume 10-50µl. ● Excitation 6 filtered LEDs ● Detection 6 filtered diodes ● Range of excitation/emission wavelength 400-750nm ● The system should be enough excitation and emission filters to cover majority of dyes such as FAM / SYBR Green I / VIC / HEX / TET / Cy3 / Cy3.5 / JOE / Yellow 555 / ROX / Texas Red / Cy5 / Cy5.5 / LC Red / Tamara ● The instrument software must be capable of detecting and analyzing a different genes ● A complete computer system along with printer should be provided. Compatible with UPS for sufficient power back up in case of power failure for operations up to 2hrs.
B.	**<u>Automated DNA/RNA Extractor</u>** An Automated DNA/RNA Extractor based on magnetic bead based extraction will be provided by the supplier along with installation and troubleshooting services as well as regular calibration, maintenance, repair and decontamination of said machinery with sufficient power backup on Reagent Rental basis. The specifications are as follows:
	Specifications ● It should work with proven magnetic bead/ rod technology for all the applications from lysis to elution ● Extraction system should provide a very high quality of extracted nucleic acid DNA/RNA for sensitive detection. ● The system should have minimum capacity of 32 samples with maximum run time 30 mins or less. ● Sample volume should be 200µl or less ● Magnetic bead based recovery rate >99% ● Built in UV lamp ● Compatible with UPS for sufficient power back up in case of power failure for operations up to 1hr.
C.	**<u>Other Equipment</u>** Other machineries which will be used during testing of HCV& HBV Quantitative PCR must be provided by the supplier along with installation and troubleshooting services as well as regular calibration, maintenance, repair and decontamination of said machinery with sufficient power backup on Reagent Rental basis. These equipment are as follows:

D.	Vortex Mixers	02		
E.	Minicentrifuge Machine	01		
F.	Biosafety Cabinet ClassII B2	01		
G.	PCR Dead Hood	01		
H.	High Speed Centrifuge Machine up to 14000rpm	01		

2.2: General Terms and Conditions

- Mayo Hospital requires reagents/kits for PCR tests of HCV and HBV with free machines to be placed i.e. Real-Time PCR Machine, Automated DNA/RNA Extractors & other related equipment along with a brand new Centrifuge Machine having capacity minimum 24 tubes and a brand new glass door refrigerator full size for storage of kits/reagents free of cost.
- The instrument should be brand new (not refurbished) and CE marked or FDA approved.
    - Mayo Hospital will pay only for PCR kits (Extraction + Amplification) of HCV and HBV. Company will supply all disposables such as Filter Tips 10µl, 100µl and 1000µl along with sets of adjustable Micropipettes, nitrile powder free gloves, serum cups 1.5ml and PCR tubes 0.2ml as well as any chemical such as ethanol/ distilled water/ disinfectant and cleaning solution required for assay performance/instrument maintenance/ lab decontamination compatible with kits/ instruments wash solution, cups and other accessories etc. used in the instrument without any charges and will replenish consumables according to need and standard requirements of lab.
- Imported Compatible Sinewave UPS for backup of upto 2 hrs (Emerson, Liebert, Chloride, MGE, APC or Equivalent)
- The company should provide details of reagent consumption on offered instrument along with documentary evidence of this quantity.
- The firm shall install Air Conditioners as per need to maintain the ambient temperature of the lab for optimum function of the equipment.
- The cost per test must be provided by supplier along with pack size of kit.
- The lowest bidder will be calculated on the basis of total cost of tests included in this group.
- The number of tests run on the back up instrument will be charged at the same rate as has been decided in the financial bid.
- Periodic maintenance (maximum 3 months) and change of parts like lamps, rods and parts etc. will be responsibility of the firm at no cost.
- Company will do the maintenance work of the instrument in routine and will troubleshoot any problem within 3 hours upon telephonic message from an authorized person free of cost.

- The system should be placed with printer with toners shall be provided free of cost and compatible UPS, the maintenance of which will be responsibility of supplier firm.
- The system must have built in barcode reader.
- The system must have user friendly software and interface with LIS. The company shall interface instrument with software of **Punjab Information Technology Board (PITB)** immediately after the installation of the instrument.
- The supplier should furnish copy of the distribution agency certificate/ agreement for Pakistan.
- The successful bidder shall certify and ensure availability of essential spares etc., to facilitate encountering after sale Repair & Maintenance problems.
- A certificate that the price quoted in Mayo Hospital Lahore is not more than the prices quoted in other Government/ Autonomy Institute for regents & Chemicals, In case of any discrepancy the firm herby undertake to refund the price charged in excess & abide by all the terms and conditions laid down in the tender inquiry or time-to-time changed by the Government.
- Mayo hospital keeps the right to order the kits according to its ongoing requirements and workload and this may vary according to needs.
- Comparison of different offers would be according to existing workload of PCR Section, Mayo Hospital.
- The firm will place the instrument within 90 days of the purchase order.
- The company will be responsible for training of staff on placed equipment
- The contract would be for one year initially and will be extendable on yearly basis by mutual consent of the parties (maximum up to Five years) subject to certificate of satisfactory performance by Incharge Laboratories. Upon completion of contract company may take back its instrument/s.
- In case of any problems in lab results due to faulty behavior of kits or instruments, the institution keeps the right to cancel the contract and opt for the second lowest in short time, as the patients in emergency need immediate and standard investigations to help in management.
- The list of possible workload is attached for reference 2.1 which may be increased or decreased.

2.3: ANNUAL DEMAND FOR BCR-ABL PCR TESTS ON REAGENT RENTAL BASIS FOR MAYO HOSPITAL LAHORE 2026-2027.

Sr. #	Name of Item With Detailed Specifications	Qty. (Tests)	Estimated Test Cost	Total Estimated Cost (Rs.)	1 % Bid Security
1.	Real Time Quantitative PCR Targeting BCR-ABL fusion transcripts p210 & RNA Extraction for BCR-ABL transcripts p210 PCR quantitation	6000	6000	36,000,000	360,000

Specifications:

- One set (as applicable) = Extraction Kit + BCR-ABL PCR kit + Consumables + Controls + Calibration Standards capable of detecting BC-ABL fusion transcripts. Limit of detection must be 0.002% on international scale. Kits must be Invitro human diagnostics (IVD).
- The product /kit must be US FDA approved / CE Marked/ WHO prequalified
- All disposables and consumables as per needs such as disposable/ single use sterile lab grade filter tips 10µl, 100µl, 1000µl along with sets of adjustable Micropipettes, powder free nitrile molecular grade gloves, lab grade eppendrof serum cups 1.5ml and PCR tubes 0.2ml as well as any chemical such as ethanol/ distilled water/ disinfectant and cleaning solution required for assay performance/instrument maintenance/ lab decontamination compatible with kits/ instruments shall be supplied by the firm at free of cost.
- Number of tests counted in each kit shall be those which are performed for diagnosis exclusively, controls and any other measures consuming reagents shall not be counted in number of tests
- Reagents/ tests lost due to instrument error, precedented/unprecedented technical errors, installation shortcomings, loss of power backup before stipulated backup time shall be compensated in full to procuring agency.

A.	**Real-Time PCR Machine**
	Specification A real-time PCR machine for the usage of said kits will be provided by supplier along with installation and troubleshooting services as well as regular calibration, maintenance, repair and decontamination of said machinery with sufficient power backup on Reagent Rental basis. The specifications of the machine are as follows: ● A peltier based 96 wells integrated system for real-time PCR detection of BCR-ABL transcripts with temperature range of 40 to 100°C ● Maximum ramp temp should be 3°C/ Sec or more ● The excitation by tungsten Halogen/Xenon source and detection by cooled CCD camera or LED based excitation. ● Reaction volume 10-50µl. ● Excitation 6 filtered LEDs ● Detection 6 filtered diodes ● Range of excitation/emission wavelength 400-750nm ● The system should be enough excitation and emission filters to cover majority of dyes such as FAM / SYBR Green I / VIC / HEX / TET / Cy3 / Cy3.5 / JOE / Yellow 555 / ROX / Texas Red / Cy5 / Cy5.5 / LC Red / Tamara ● The instrument software must be capable of detecting and analyzing a different

	genes ● A complete computer system along with printer should be provided. Compatible with UPS for sufficient power back up in case of power failure for operations up to 2hrs.			
B.	**<u>Automated Magnetic Beads Based RNA Extractor (Valid for RNA Extraction for BCR-ABL PCR tests) / Column Based Extraction Kits</u>** ● An Automated RNA Extractor based on magnetic bead based extraction will be provided by the supplier along with installation and troubleshooting services as well as regular calibration, maintenance, repair and decontamination of said machinery with sufficient power backup on Reagent Rental basis (valid for BCR-ABL PCR tests for RNA extraction from Peripheral EDTA Blood or Bone marrow aspirate). The specifications are as follows:			
	Specifications ● It should work with proven magnetic bead/ rod technology for all the applications from lysis to elution ● Extraction system should provide a very high quality of extracted RNA for sensitive detection. ● The system should have minimum capacity of 32 samples with maximum run time 30 mins or less. ● Sample volume should be 200µl or less ● Magnetic bead based recovery rate >99% ● Built in UV lamp atible with UPS for sufficient power back up in case of power failure for operations up to 1hr. **se of Column Based Extraction kit** ● Must be validated for total RNA extraction from Peripheral EDTA Blood or Bone marrow aspirate ● High RNA Concentration around 100ng/microliter ● High purity: A260/A280 ratio ideally ≥1.6 & A260/A230 ratio ideally ≥1.2			
C.	**<u>Other Equipment</u>** Other machineries which will be used during testing of BCR-ABL PCR must be provided by the supplier along with installation and troubleshooting services as well as regular calibration, maintenance, repair and decontamination of said machinery with sufficient power backup on Reagent Rental basis. These equipment are as follows:			
D.	Vortex Mixers	02		
E.	Minicentrifuge Machine	01		
F.	Biosafety Cabinet ClassII B2	01		
G.	PCR Dead Hood	01		
H.	High Speed Centrifuge Machine up to 14000rpm	01		
I.	Thermal Block	01		

2.4: <u>General Terms and Conditions</u>

- Mayo Hospital requires reagents/kits for PCR tests of BCR-ABLwith free machines to be placed i.e. Real-Time PCR Machine, Automated RNA Extractors & other related equipment along with a brand new Centrifuge Machine having capacity minimum 24 tubes and a brand new glass door refrigerator full size for storage of kits/reagents free of cost.

- The instrument should be brand new (not refurbished) and CE marked or FDA approved.
    - Mayo Hospital will pay only for PCR kits (Extraction + Amplification) of BCR-ABL.Company will supply all disposables such as Filter Tips 10µl, 100µl and 1000µl along with sets of adjustable Micropipettes, nitrile powder free gloves, serum cups 1.5ml and PCR tubes 0.2ml as well as any chemical such as ethanol/ distilled water/ disinfectant and cleaning solution required for assay performance/instrument maintenance/ lab decontamination compatible with kits/ instruments wash solution, cups and other accessories etc. used in the instrument without any charges and will replenish consumables according to need and standard requirements of lab.
- Imported Compatible Sinewave UPS for backup of upto 2 hrs (Emerson, Liebert, Chloride, MGE, APC or Equivalent)
- The company should provide details of reagent consumption on offered instrument along with documentary evidence of this quantity.
- The firm shall install Air Conditioners as per need to maintain the ambient temperature of the lab for optimum function of the equipment.
- The cost per test must be provided by supplier along with pack size of kit.
- The lowest bidder will be calculated on the basis of total cost of tests included in this group.
- The number of tests run on the back up instrument will be charged at the same rate as has been decided in the financial bid.
- Periodic maintenance (maximum 3 months) and change of parts like lamps, rods and parts etc. will be responsibility of the firm at no cost.
- Company will do the maintenance work of the instrument in routine and will troubleshoot any problem within 3 hours upon telephonic message from an authorized person free of cost.
- The system should be placed with printer with toners shall be provided free of cost and compatible UPS, the maintenance of which will be responsibility of supplier firm.
- The system must have built in barcode reader.
- The system must have user friendly software and interface with LIS. The company shall interface instrument with software of **Punjab Information Technology Board (PITB)** immediately after the installation of the instrument.

- The supplier should furnish copy of the distribution agency certificate/ agreement for Pakistan.
- The successful bidder shall certify and ensure availability of essential spares etc., to facilitate encountering after sale Repair & Maintenance problems.
- A certificate that the price quoted in Mayo Hospital Lahore is not more than the prices quoted in other Government/ Autonomy Institute for regents & Chemicals, In case of any discrepancy the firm herby undertake to refund the price charged in excess & abide by all the terms and conditions laid down in the tender inquiry or time-to-time changed by the Government.
- Mayo hospital keeps the right to order the kits according to its ongoing requirements and workload and this may vary according to needs.
- Comparison of different offers would be according to existing workload of PCR Section, Mayo Hospital.
- The firm will place the instrument within 90 days of the purchase order.
- The company will be responsible for training of staff on placed equipment
- The contract would be for one year initially and will be extendable on yearly basis by mutual consent of the parties (maximum up to Five years) subject to certificate of satisfactory performance by Incharge Laboratories. Upon completion of contract company may take back its instrument/s.
- In case of any problems in lab results due to faulty behavior of kits or instruments, the institution keeps the right to cancel the contract and opt for the second lowest in short time, as the patients in emergency need immediate and standard investigations to help in management.
- The list of possible workload is attached for reference 2.3 which may be increased or decreased.

3.1- Reagents/Kits for Infectious Serology, Central Diagnostic Laboratory, (Indoor & Out door) /Mayo Hospital, Lahore (2026-27)

Sr. #	Name of Items	Annual Work Load (no. of tests)	Estimated Test Cost	Estimated Total Cost (Rs.)	1 % Bid Security
1.	HBsAg	75000	195	14,625,000	146,250
2.	Anti HCV	75000	200	15,000,000	150,000
3.	Anti HAV IgM	5000	295	1,475,000	14,750
4.	Anti HEV IgM	2000	396	792,000	7,920

5.	H. Pylori IgM	1000	396	396,000	3,960
6.	H. Pylori IgG	1000	396	396,000	3,960
7.	Dengue NS-1 Antigen	3000	1,056	3,168,000	31,680
8.	Dengue IgM	3000	469	1,407,000	14,070
9.	Dengue IgG	3000	469	1,407,000	14,070
10.	Vitamin D3	12000	600	7,200,000	72,000
11.	Vitamin B12	3000	600	1,800,000	18,000
12.	FT3	12000	300	3,600,000	36,000
13.	FT4	12000	300	3,600,000	36,000
14.	TSH	12000	300	3,600,000	36,000
15.	AFP	6000	550	3,300,000	33,000
16.	CA 125	6000	550	3,300,000	33,000
17.	CA 15.3	2000	600	1,200,000	12,000
18.	CA 19.9	20000	700	14,000,000	140,000
19.	CEA	1000	500	500,000	5,000
20.	PSA	12000	550	6,600,000	66,000
21.	PTH	6000	700	4,200,000	42,000
22.	C-Peptide	12000	280	3,360,000	33,600

3.2-General Terms and Conditions

- Mayo Hospital requires reagents for tests mentioned in article 3.1 quantity and specification's of machine to be placed in Central Diagnostic Laboratory Mayo Hospital, Lahore.

  I- CDL (Indoor and Outdoor): One **Fully Automated Immunochemistry Analyzer** to be placed free machine (according to PVMS specification attached i.e. 3.3) with mirror image backup of instrument along with a brand new Centrifuge Machine having capacity minimum 48 tubes and a brand new glass door refrigerator full size for storage of kits/reagents free of cost.

- The instrument should be brand new (not refurbished) and CE marked or FDA approved.
- The reagents should be CE/FDA approved.
- Mayo hospital will pay only for Kits, Reagents and Chemicals used for actual testing. Company will supply the parts/consumables such as probes, calibrators, controls, wash solutions, detergent solutions, cups and barcode stickers with barcode printer and other

accessories etc. used in the instrument without any charges and will replenish consumables according to need and standard requirements of lab. The firm shall install Air Conditioner as per need to maintain the ambient temperature of the lab for optimum function of the equipment.

- Imported compatible sine wave UPS for backup of upto 30 minutes (Emerson, Liebert, Chloride, MGE, APC or Equivalent)
- The company should provide details of reagent consumption on offered instrument along with documentary evidence of this quantity.
- The cost per test must be provided by supplier along with pack size of kit.
- The lowest bidder will be calculated on the basis of total cost of tests included in this group.
- The number of tests run on the back up instrument will be charged at the same rate as has been decided in the financial bid.
- Periodic maintenance (maximum 3 months) and change of parts like lamps, probes and parts etc. will be responsibility of the firm if and when required.
- Company will do the maintenance work of the instrument in routine and will troubleshoot any problem within 4-6 hours upon telephonic message from an authorized person free of cost.
- The system should be placed with printer and compatible UPS, the maintenance of which will be responsibility of supplier firm free of cost.
- The system must have built in barcode reader.
- The system must have user friendly software and interface with LIS. The company shall interface instrument with software of **Punjab Information Technology Board (PITB)** immediately after the installation of the instrument.
- The supplier should furnish copy of the distribution agency certificate/ agreement for Pakistan.
- The successful bidder shall certify and ensure availability of essential spares etc., to facilitate encountering after sale Repair & Maintenance problems.
- A certificate that the price quoted in Mayo Hospital Lahore is not more than the prices quoted in other Government/ Autonomy Institute for regents & Chemicals, In case of any discrepancy the firm hereby undertake to refund the price charged in excess & abide by all the terms and conditions laid down in the tender inquiry or time-to-time changed by the Government.

- Mayo hospital keeps the right to order the kits according to its ongoing requirements and workload and this may vary according to needs.
- Comparison of different offers would be according to existing workload of CDL/Mayo Hospital.
- The firm will place the instrument within 90 days of purchase order.
- The company will be responsible for training of staff on newly placed equipment.
- The contract would be for one year initially and will be extendable on yearly basis by mutual consent of the parties (maximum upto Five years) subject to certificate of satisfactory performance by Incharge Labs. Upon completion of contract company may take back its instrument/s with permission from authorities and end user.
- In case of any problems in lab results due to faulty behavior of kits or instruments, the institution keeps the right to cancel the contract and opt for the second lowest in short time, as the patients in emergency need immediate and standard investigations to help in management.
- The list of possible workload is attached for reference 3.1 which may be increased or decreased as per demand.

3.3- Specifications of Fully Automated Immunochemistry Analyzer

PVMS OF PATHOLOGY AND BLOOD BANK	
Clinical Specialty	Chemical Pathology, Immunology
Generic Name	**High End Immunoassay Analyzer (200 Tests/Hour)**
Clinical Purpose	An immunoassay is a biochemical tests that measures the presence or concentration of a macromolecur or a small molecule in a solution through the use of an antibody (usually) or an antigen (sometimes). The molecule detected by the immunoassay is often reffered to as an "analyte" and is in many cases a protein, although it may be other kindes of molecules, of different sine and types, as long as the proper antibodies that have the adequate properties for the assay are developed. Analytes in biological liquids such as serum or urine are frequently measured using immunoassay for medical and research purposes.
TECHNICAL SPECIFICATIONS	

Detailed Requirement:

1- Fully automatic Random Access Analyzer for routine and specialized immunoassay.
2- Chemilumiscence based system.
3- Qualitative and quantitative analysis assay.
4- Onboard reagent refrigeration.
5- Automatic rerun facility for out of range results.
6- Bar Code Reader for Reagents and Samples.
7- The Reagents vials with caps close automatically, or any better technology to prevent reagents evaporation.
8- Automatic sample clot detection and rejection in each sample to ensure every sample in clear.
9- Automated operation, no manual loading of tests units/ test cartridges etc.
10- RS 232 or USB Interface.
11- 220 V, 50Hz, AC

User Adjustable Settings:

Smple Type: Serum, Plasma or Urine.
Sample Volum: 50 to 250 ul test depent.
Through put min 200 tests/ hr or more.
Sample Capacity should be at least 50 samples with continous loading platform.
30 or more reagents on-board at a time
Parameters to be decided by the procuring agency as per requirements of end user.

Displayed Parameters:

Automatic assays of analytes related to Cancer.
Infectious diseases, Cardiovascular disease, Thyroif disease, Fertility/Hormones, Polio & Vitamins Hepatitis markers

Accessories:

Complete with standard and operation accessories;

- Built-inorExternal LaserPrinter
- ImportedCompatibleSinewaveUPSforbackupofupto30minutes(Emerson,Liebert, Chloride,MGE,APCorEquivalent)
- OperatingManualwithaSoftCopy
- ServiceManualwithaSoftCopy

5.1- ANNUAL DEMAND FOR REAGENTS/KITS FOR HBA1C TEST ON REAGENT RENTAL BASIS FOR MAYO HOSPITAL LAHORE 2026-27.

Sr. #	Name of Items	Annual Work Load	Estimated Test Rate	Estimated Total Cost (Rs.)	1 % Bid Security
1.	HbA1c	24,000	300	7,200,000	72,000

5.2- General Terms and Conditions

- Mayo Hospital requires reagents/kits for HBA1c Tests i.e. Fully Automated HBA1c Analyzer FDA approved/CE marked (according to PVMS specification attached i.e. 5.3). Quantity of machines to be placed at following locations is as under;

i. One machine with mirror image back up in Central Diagnostic Lab (Indoor and Outdoor) along with a Vertical Mixer and Glass Door Refrigerator.

- The instrument should be brand new (not refurbished) and CE marked/ FDA approved.
- The instrument shall have in built software for monitoring of controls i.e. Levy Jennings Chart and Moving averages etc.
- Mayo hospital will pay only for Kits, Reagents and Chemicals used for actual testing which shall be CE marked/FDA approved. Company will supply the parts/consumables, calibrators, controls (at least once daily high, low and normal levels), wash solutions, detergent solutions, barcode printers along with barcode stickers etc. used in the instrument without any charges and will replenish consumables according to need and standard requirements of lab. The firm shall install Air Conditioners as per need to maintain the ambient temperature of the lab for optimum function of the equipment.
- The company should provide details of reagent consumption on offered instrument along with documentary evidence of this quantity.
- The cost per test must be provided by supplier along with pack size of kit.
- The lowest bidder will be calculated on the basis of total cost of tests included in this group.
- The number of tests run on the back up instrument will be charged at the same rate as has been decided in the financial bid.
- Periodic maintenance (maximum 3 months) and change of parts will be responsibility of the firm free of cost.
- Company will do the maintenance work of the instrument in routine and will troubleshoot any problem within 6-8 hours upon telephonic message from an authorized person free of cost.
- The system should be placed with printer and compatible UPS, the maintenance of which will be responsibility of supplier firm.
- The system must have built in barcode reader.
- The system must have user friendly software and interface with LIS. The company shall interface instrument with software of **Punjab Information Technology Board** immediately after the installation of the instrument.
- The supplier should furnish copy of Sole agency certificate/ agreement for Pakistan.
- The successful bidder shall certify and ensure availability of essential spares etc., to facilitate encountering after sale Repair & Maintenance problems.

- A certificate that the price quoted in Mayo Hospital Lahore is not more than the prices quoted in other Government/ Autonomy Institute for regents & Chemicals, In case of any discrepancy the firm herby undertake to refund the price charged in excess & abide by all the terms and conditions laid down in the tender inquiry or time-to-time changed by the Government.
- Mayo hospital keeps the right to order the kits according to its ongoing requirements and workload and this may vary according to needs.
- Comparison of different offers would be according to existing workload of Mayo Hospital Laboratories.
- The firm will place the instrument within 6 weeks of confirm order.
- The company will be responsible for training of staff on placed equipment
- The contract would be for one year initially and will be extendable on yearly basis by mutual consent of the parties (maximum upto Five years) subject to certificate of satisfactory performance by Head of Pathology/Head of Institution. Upon completion of contract company may take back its instrument/s.
- In case of any problems in lab results due to faulty behavior of kits or instruments, the institution keeps the right to cancel the contract and opt for the second lowest in short time, as the patients in emergency need immediate and standard investigations to help in management.
- The list of possible workload is attached for reference 5.1 which may be increased or decreased as per demand.

5.3- Specifications for Instrument

PVMS OF PATHOLOGY AND BLOOD BANK	
Clinical Specialty	Chemical Pathology
Generic Name	**HIGH END FULLY AUTOMATED HIGH PERFORMANCE LIQUID CHROMATOGRAPHY**
Clinical Purpose	**High-performance liquid chromatography** (**HPLC**; formerly referred to as **high-pressure liquid chromatography**) is a technique in analytical chemistry used to separate, identify, and quantify each component in a mixture.
TECHNICAL SPECIFICATIONS	

TECHNICAL SPECIFICATIONS:

- Fully Automated HPLC (ion exchange) Column Technique based analyzer, capable of analyzing & differentiates, HbA1c .
- Built-in QC module for internal or external QC management with LIMS connection.
- System must be capable of continuous loading of samples with ability for perform test from primary tube.
- Liquid level sensing,
- sample traceability
- User friendly software with LJ charts option for internal QC.
- LIMS connectivity & built in barcode reader.
- Pre-QC'd including all reagent kits with calibrator in kit or separate.
- Processing Speed: less than 80 sec
- Throughput: 50 tests/hr or more
- System warm-up time 30 min
- Computer printer attached or internal printer
- Power Supply : AC10V-240V , 50/60Hz

Fixture or Permanent

Mounted or fixture in place for long-running use.