



BIDDING DOCUMENT

**TENDER FOR FRAME WORK CONTRACT
FOR PURCHASE OF ACCESSORIES &
SPARE PARTS OF BIO-MEDICAL
EQUIPMENTS (AS AND WHEN REQUIRED)
FOR
SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD, LAHORE
FOR FINANCIAL YEAR 2023–24**

Email: ms.sshlahore@gmail.com

Landline No: 042-99330033

SOCIAL SECURITY TEACHING HOSPITAL, MULTAN ROAD, LAHORE

TENDER FEE:	Rs. 1000/- (Non-refundable)
Last Date & time for purchase of Tender	15-06-2023 (10:30 A.M.)
Last date & time of submission of tender:	15-06-2023 (11:00 A.M.)
Date and time of tender opening:	15-06-2023 (11:00 AM)
Bid Security (Original with Technical Bid):	3% of total estimated price of the quoted item in shape of Bank Guarantee/ CDR in favor of Medical Superintendent, Social Security Teaching Hospital, Multan Road, Lahore (Original with Technical Bid).

SUBJECT: - **TERMS & CONDITIONS REGARDING TENDER FOR FRAME WORK CONTRACT FOR PURCHASE OF ACCESSORIES & SPARE PARTS OF BIO-MEDICAL EQUIPMENTS (AS AND WHEN REQUIRED) FOR SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD, LAHORE FOR FINANCIAL YEAR 2023-24**

Technical specifications for the referred tender, Instructions to the bidders and General Conditions of contract, special conditions of Contract & schedule of requirements are detailed in the bidding document available at PPRA Web Site, www.ppra.punjab.gov.pk & PESSI Website, www.pessi.gop.pk.

NO. _____ Dated _____, the _____ 2023.

M/s. _____

DR. SOHAIL ASLAM KHAN
Medical Superintendent,
SSTH, Multan Road, Lahore

LIST OF ACCESSORIES & SPARE PARTS OF BIO-MEDICAL EQUIPMENTS WITH TECHNICAL SPECIFICATIONS TO BE PROCURED FOR THE FINANCIAL YEAR 2023-24

Sr. #	Description	Make & Model	Make & country of origin	Specification	Tentative Quantity 2023-24	Estimated price per unit	Total Estimated Cost
1.	ECG Lead for Cardiac Monitor / vital sign Monitor (5 Leads)	Nihon Kohden BSM-2353-K, OMNI (Infinium Medical), Novatech / G3L / G3D	Compatible	5 Leads	10	7500	75000
2.	ECG Lead for ECG Machine		Compatible	standard	05	7500	37500
3.	SpO2 Lead finger sensor for Cardiac Monitors / Vital Sign Monitors (Neonatal, Peads & Adult sizes)	Nihon Kohden BSM-2353-K OMNI (Infinium Medical) Novatech / G3L / G3D	Compatible	3 Meter Length	10	8000	80000
4.	SpO2 Lead finger sensor for Pulse Oximeters (Neonatal, Paeds, Adult sizes)	Criticare 504 DX USA Pacetech China Pulse Oximeter	Compatible	3-meter Length	05	9000	45000
5.	NIBP cuff Bladderless (Adult, Extra Large Peads & Neonatal) single Line for vital sign Monitors & cardiac Monitors.	China	China / Taiwan	Bladderless Single Line	20	1500	30000
6.	NIBP Extension Cable for vital sign Monitors/ Cardiac Monitors	China/ compatible	China / Taiwan	03 Meter Length	05	5500	27500
7.	Back up Battery for Cardiac Monitors	Nihon Kohden BSM-2353-K	Compatible	12V-3700 mAh.	02	25000/-	50000

	Nihon Kohden 12V-3700 mAh. And Cardiac Defibrillator 12v- 2800mAh			12v-2800mAh			
8.	Back up Battery for Cardiac Monitors OMNI 12V 2300 mAh	OMNI (Infinium Medical)	Compatible	12V 2300 mAh	05	9000	45000
9.	Back up Battery for ventilator	Neumovent Graph, Boray	Compatible	As Per Sample	02	50000	100000
10.	Flow sensor for Ventilator	Neumovent Graph, Boray	Compatible	As Per Sample	02	50000	100000
11.	Oxygen sensor for Ventilator	Neumovent Graph, Boray	Compatible	As Per Sample	02	50000	100000
12.	Service & Calibration of Ventilator	Neumovent Graph, Boray			10	50000	500000
13.	Back Up Battery	Japan	Compatible	12v-9Ah 12v-18Ah 12v-40Ah Dry Batteries	30	9000	270000
14.	Back up Battery for ophthalmoscope	Welch Allyn 3.5v 1000 mAh	original	3.5v 1000 mAh	01	20000/-	20000
15.	Back up Battery for Otoscope 3.5V NiMH	Welch Allyn 3.5V NiMH	original	3.5V NiMH	02	20000/-	40000
16.	Syringe pump battery 12v/2Ah	Atom, Terumo	Compatible	12v/2Ah	10	3500/-	35000
17.	Battery for Blease Anesthesia machine Ventilator 12 v*2Ah	Blease Focus Model 6500, Blease frontline Model 8200S	Compatible	12 v*2Ah or As Per Sample	02	9000/-	18000
18.	Anesthesia Machine Flow Sensor	Blease focus Model 6500, Blease Frontline Model 8200S	Blease USA	As Per Sample	05	45000	225000
19.	Anesthesia Machine Flow Sensor Tubing	Blease focus Model 6500. Blease Frontline Model 8200S	Blease USA	As Per Sample	03	29000/-	87000
20.	Oxygen sensor for Anesthesia Machine	Blease focus Model 6500, Blease Focus Model 8200S	Blease USA	As Per Sample	03	35000/-	105000
21.	Service & Calibration of Anesthesia Machine	Blease focus Model 6500 Blease Focus Model 8200S	Blease USA		05	50000	250000
22.	Electric Element 2000 watt	Local	Local	2000-watt Copper	02	1000/-	2000
23.	Diathermy Lead Foot Controlled reusable (As Per connector sample)	Martin MEMB-2, Solid State Diathermy, Erbe, Vally lab, Local	China / Taiwan (compatible)	Reusable / Autoclave able/ As Per Connector Sample	10	7500	75000
24.	TUR lead for diathermy machine	Martin MEMB-2 Classen, Erbe	China / Taiwan (compatible)	As per Sample	02	7500	15000
25.	Diathermy earth plate silicone rubber type flexible with lead and Connector	Martin MEMB-2 Classen Erbe Vallylab Local	Compatible	Silicon Rubber, Flexible with lead and connector	05	12000	60000
26.	Diathermy paddle with lead	Martin MEMB-2 Classen, Erbe, Vallylab, Local	China / Taiwan (compatible)	With lead and respective connector / repairable	05	15000	75000

27.	O.T lights bulb 24v/50watt, 22.8v/40w	DKK Merilex	Imported	2v/50watt 22.8v/40w	05	3500/-	17500
28.	O.T lights bulb 15v/150w	OSRAM	Germany	15v/150w	05	1500	75000
29.	Bulb of Eye operation microscope 15v150w	TAKAGI	Germany	15v150w	05	3000	15000
30.	Eye slit lamp bulb	OLYMPUS	Compatible	As per Sample	05	3500	17500
31.	Ophthalmoscope lamp	WELLCH ALLYN	Compatible	As per Sample	02	2200/-	4400
32.	Otoscope lamp	Welch Allyn	Compatible	As per Sample	02	2200/-	4400
33.	Retinoscope lamp	Heine	China / Taiwan	As per Sample	02	2000/-	4000
34.	Suction pipe silicone per ft.	Imported/Local	China / Taiwan	Silicon	200 ft.	450/ft.	80000
35.	Ambo bag (Pediatric & Adult) silicon	China	China / Taiwan	Silicon	04	7500/-	30000
36.	NIBP Cuff Dual Line with Bladder (All Sizes)	China	China / Taiwan		29	1000/-	29000
37.	Mercury	Imported		Imported	2kg	40000/kg	80000
38.	ECG limbs electrode (set of four) Clamp type with color coding: red, green, yellow and black	China	China / Taiwan	With Color Coding, Clamp type, Set of Four.	04 Sets	3500	14000
39.	ECG chest electrode silicon bulb type	China	China / Taiwan		04sets (set of six)	3500	14000
40.	Hydraulic Oil for Suction Machines and OT Tables with filling	Hydraulics	China / Taiwan	As per Sample	03Ltr	1500/liter	4500
41.	Safety Valve for Autoclave	Local	Compatible	As Per Sample	01 Pcs	3000	3000
42.	Pressure Gauge for Autoclaves	China / Taiwan	China / Taiwan	As Per Sample	01	1000	1000
43.	Autoclave Door Locks	Local	Local	As Per Sample	01	2000	2000
44.	Power Adaptors for Pulse Oximeter, ECG Machine	china	Compatible	As Per Sample	01	2000/-	2000
45.	Photo-Therapy strips	Local	Local	As per sample	01	5000	5000
46.	Autoclave gasket silicone	China / Taiwan	China / Taiwan	As Per Sample	01	8000	8000
47.	Biopsy Forceps flexible	Olympus	Compatible	As per sample	01	70000/-	70000
48.	Infra-Red bulb150watt & 100watt	Imported	Philips Holland	As per sample	02	6500/-	13000
49.	Tens battery for electric stimulator 9-volt	China / Local		As per sample	01	1000	1000
50.	Four station Gym wire	Imported / Local	Physiotherapy	As per sample	01	3500	3500
51.	Suction machine bottles small, medium, large	Imported / Local	For suction machine	As per sample or requirement	04	7000/-	28000
52.	BP Bellow (bulb) for BP Apparatus	China			24	300/-	7200
TOTAL							300000

Note:

- a) The supplier will be responsible for free of cost installation / fixation of accessory / part provided.
- b) The warranty will be minimum 6 months for each supplied item.
- c) The prices quoted must be inclusive of all Govt. Taxes

CHECK LIST (MANDATORY TO FILL& COMPLY)

Sr #	Details	Yes / No	Page #
1.	Original receipt for purchase of tender (F-6) must be attached		
2.	3% Bid Security of the estimated price of quoted items in the form of Bank guarantee/CDR. (Enclose copy) (The original Bid Security will be attached with technical bids)		
3.	Bid Validity Period minimum 120 days		
4.	Delivery Period maximum 30 days after receiving of supply order		
5.	Acceptance of terms and conditions of tender documents duly signed and stamped on each page		
6.	An affidavit on e-stamp paper of Rs. 100/- submitting following clauses: I) that their firm has not been blacklisted in Last three (03) years on any ground by any Government (Federal, Provincial), a local body or a public sector organization II) that the replacement of defective parts under warranty shall be done by firm free of cost III) The prices quoted are inclusive of all Govt. Taxes IV) Quoted prices are not more than quoted in any other public or private organization		
7.	Bid Price should not be mentioned on technical bid.		
8.	Enclosed copies of valid <ul style="list-style-type: none"> • CNIC • Professional Tax Clearance Certificate • National Tax Number Certificate (Active & valid) • General Sales Tax Number Certificate (Active & valid) 		
9.	Enclosed followings for Last 2 years (2020-21 & 2021-22) <ul style="list-style-type: none"> • Income tax return • audited balance sheet • bank statement / Bank Certificate 		
10.	ISO 9001 (2015) quality certificate		
11.	Minimum three years business history on the date of submission of tender from date of registration of firm.		
12.	Mandatory warranty of the product as per terms and conditions of the contract.		
13.	Satisfactory Past Performance of the firm related to accessories and spare parts of equipments in Public/Private Organizations (supply orders / satisfactory reports of last three years to be attached)		
14.	Company profile including Technical, Engineering and managerial capability		
15.	Availability of relevant Tools and Testing / Calibration Equipment & inventory.		

Note:

- Fill in the check list properly/completely along with the page marking of the documents enclosed.
- Technical Bids should be submitted with proper tape binding, page marking and index.
- All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person

ASSESSMENT FOR ELIGIBILITY

Sr. #	Assessment parameters	Enclosed at page #	Max. Marks	Marks Obtained								
1.	References of supplies of accessories and spare parts of equipments in Public / Private Organizations. Public Organizations. <table border="1" style="margin-left: 40px;"> <tr> <td>01 to 04</td> <td>04 Marks</td> </tr> <tr> <td>05 to 10</td> <td>08 Marks</td> </tr> </table> Private Organizations. <table border="1" style="margin-left: 40px;"> <tr> <td>01 to 04</td> <td>04 Marks</td> </tr> <tr> <td>05 to 10</td> <td>07 Marks</td> </tr> </table>	01 to 04	04 Marks	05 to 10	08 Marks	01 to 04	04 Marks	05 to 10	07 Marks		15	
01 to 04	04 Marks											
05 to 10	08 Marks											
01 to 04	04 Marks											
05 to 10	07 Marks											
2.	Reference of reputation of the firm from organizations where the same equipment is supplied Public Organizations. <table border="1" style="margin-left: 40px;"> <tr> <td>01 to 04</td> <td>02 Marks</td> </tr> <tr> <td>05 to 10</td> <td>03 Marks</td> </tr> </table> Private Organizations. <table border="1" style="margin-left: 40px;"> <tr> <td>01 to 04</td> <td>02 Marks</td> </tr> <tr> <td>05 to 10</td> <td>03 Marks</td> </tr> </table>	01 to 04	02 Marks	05 to 10	03 Marks	01 to 04	02 Marks	05 to 10	03 Marks		10	
01 to 04	02 Marks											
05 to 10	03 Marks											
01 to 04	02 Marks											
05 to 10	03 Marks											
3.	Establishment of company/firm & provision of the services. <table border="1" style="margin-left: 40px;"> <tr> <td>03-05 years</td> <td>04 Marks</td> </tr> <tr> <td>06-09 years</td> <td>07 Marks</td> </tr> <tr> <td>10 or more years</td> <td>10 Marks</td> </tr> </table>	03-05 years	04 Marks	06-09 years	07 Marks	10 or more years	10 Marks		10			
03-05 years	04 Marks											
06-09 years	07 Marks											
10 or more years	10 Marks											
4.	Financial Soundness of the firm (2020-21 & 2021-22) <table border="1" style="margin-left: 40px;"> <tr> <td>Income tax return of last 2 Financial / calendar years</td> <td>05 Marks</td> </tr> <tr> <td>Audited Balance Sheet of last 2 Financial / calendar years</td> <td>05 Marks</td> </tr> </table>	Income tax return of last 2 Financial / calendar years	05 Marks	Audited Balance Sheet of last 2 Financial / calendar years	05 Marks		15					
Income tax return of last 2 Financial / calendar years	05 Marks											
Audited Balance Sheet of last 2 Financial / calendar years	05 Marks											

	Bank Statement of last 2 Financial / calendar years	05 Marks		
	Bank Certificate showing annual turnover of 10 to 15 Million	03 Marks		
	Bank Certificate showing annual turnover more than 15 million	05 Marks		
	If audited balance sheet and bank statements both are deposited, then only marks of balance sheet (05 marks) would be counted. Tapering down phenomenon regarding rating of marks shall be applied on competitive firms.			
5.	ISO 9001 quality certificate		15	
6.	NTN No. and GST registration & copy thereof • NTN No.=05 • GST No.=05		10	
7.	Number of qualified staff (reference to item Quoted) • Graduate Degree holder = 3 each • Master Degree holder = 5 each		15	
8.	Inventory/tools list of spare parts with reference to the item quoted.		10	
TOTAL			100	

Note: Acceptable Bids must score minimum of 70% marks.

INSTRUCTIONS TO BIDDERS (ITB)

General Instructions:

1. Content of Bidding Document

1.1 The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Contract Form;
- (f) Performance Guarantee Form
- (g) Bid Form; and
- (h) Price Schedule.
- (i) Technical Specifications;

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

2. Source of Funds

2.1 The Institution has allocated for purchase of accessories and spare parts under the relevant head of Account during the financial year 2023-24 (herein referred to as the "Procuring Agency").

3. Eligible Bidders

3.1 This Invitation for Bids is open to all original Manufacturers / authorized Sole Agents / General vendors for supply of goods.

3.2 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), PESSI, a local body or a public sector organization.

3.3. Any offer not received as per terms and conditions of the Bidding documents is liable to be rejected. No offer shall be considered if: -

- i. The prices quoted are not inclusive of all Govt. Taxes
- ii. Received without earnest money from any firm.
- iii. It is received after the time and date fixed for its receipt.
- iv. The tender is unsigned
- v. The offer is ambiguous.
- vi. The offer is conditional.
- vii. The offer is from a firm, black listed, suspended.
- viii. The offer is received by telegram/fax.
- ix. Offer received with shorter validity than required in the tender enquiry.
- x. The offer is for store not conforming to specification indicated in the tender enquiry. No counter offer will be accepted.

3.4 The bidder must be an active payer. National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by bidder(s).

4. Eligible Goods and Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source Countries and all expenditures made under the contract shall be limited to such goods and services.

4.2 For the purpose of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as transportation, insurance, after sale service, spare parts availability, etc. 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 or processing, or substantial and major assembly of components, a commercially recognized product is produced that is substantially different in basic characteristics or in purpose or utility from its components.

4.3 The quoted electric equipment must comply with the Standard Electrical Power System of the Country i.e., 220 V/50 Hz.

Cost of Bidding

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing or through procuring agency website, and shall be binding on them.

7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

8.1 In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the evaluation criteria.

8.2 The determination shall take in to account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to evaluation criteria as well as such other information as the Procuring Agency deems necessary and appropriate.

8.3 An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in such event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

8.4 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.

8.5 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false and materially inaccurate or incomplete.

8.6 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be black listed under the relevant provisions of PPRA Rules 2014

9. Corrupt or Fraudulent Practices

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

- (i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain;
- (iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

Preparation of Bids

10. Language of Bid

10.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and Price Schedule completed in accordance with instructions to the bidder clause 12 and 13 (to be submitted along with financial proposal);
- (b) Documentary evidence established in accordance with instruction to the bidder clause 15. that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (c) Documentary evidence established in accordance with instruction to the bidder clause 16 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

12. Bid Form and Price Schedule

12.1 The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents indicating the goods to be supplied, a brief description of the goods, specifications, make, model, country of origin, port of shipment (in case of CPT / CFR), freight and warranty, taxes, quantity, and prices

12.2 A bidder may submit bid(s) for only one item / package mentioned in the tender document against single purchase receipt F6 for the purchase of tender document.

13. Bid Prices

13.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.

13.2 Form for Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number/ bid number of the quoted item may be marked or highlighted with red/yellow marker.

13.3 The Bidder should quote the prices of goods according to the technical specifications. The specifications of goods, different from the demand of enquiry, shall straightway be rejected.

13.4 The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

13.5 Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bidder. The prices quoted must be inclusive of all Govt. Taxes

13.6 While tendering your quotation, the present trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained after the bid has been submitted.

14. Bid Currencies

14.1 Prices shall be quoted in Pak Rupees (FOR/ DDP)

15. Documents Establishing Bidder's Eligibility and Qualification

15.1 The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

15.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under instruction to the bidder.

15.3 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:

- (a) The Supplier/ agent shall have to produce letter of authorization from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided.
- (b) National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by each Bidder in the tender.
- (c) The Bidder/ Manufacturer shall submit an affidavit on judicial stamp paper of Rs. 500/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), PESSI a local body or a public sector organization. On account of submission of false statement, the Bidder shall be disqualified forthwith and subsequently black listed.
- (d) The Bidder should have minimum two years' experience in the market, for relevant / similar equipment. Similarly, it is mandatory that the item to be quoted by the Bidder/ Manufacturer should have already been used in different public/ private Institution/ hospitals. Documentary proof shall have to be provided in this regard.
- (e) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.
- (f) The Bidder must indicate the country of origin of the goods, capacity of production of the firm (in case of manufacturer), its financial status, necessary assurance of quality production, Certificate(s) for conformity with International standards of Quality (original or attested certification) and list of qualified (attested degrees or certification) technical persons along with qualification and trainings (including details of CNIC), payroll details of staff, list of main service, testing and calibration tools and supervisory staff working in the production and quality control departments in the manufacturing plants.
- (g) The Bidder (in case of manufacturer) shall provide a list of plant, major machinery and equipment installed in the factory. All necessary equipment must be calibrated and validation certificate to be included in the technical bid.
- (h) In case of non-local manufacturers, the list of Countries in which the specific product is available and is in use. Information to be duly certified by the appropriate Punjab Chapter of the Chamber of Commerce.
- (i) The Bidder shall provide firms balance sheet, latest tax paid, audit inspection report (if undertaken) and at least one-year bank statement.
- (j) The Bidder shall provide total list of products it supplies in the market. The Bidder shall also be responsible for providing up to date and authentic contact details of both private and public hospitals to which it has supplied over the last two years. Bidder shall also provide supply order details over last one (01) year with complete and up to date details of its distribution sub-offices or/and representatives.
- (k) Bidder should also provide authentic upto date contact details of its Foreign Principals / Manufacturer for quoted product.

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

16.1 Pursuant instruction to the Bidder shall furnish along with technical proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

16.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered, with a certificate of origin issued by the Manufacturer.

16.3 Submission of sample (where demanded): If so required by the technical committee, to be recorded in writing,

the bidder shall provide a sample or demonstration as the case may be.

17. Bid Security

17.1 3% Bid Security of the estimated price in the form of Bank Guarantee/ CDR will have to be deposited and in case the offer is withdrawn, amended or revised during the validity period of the offer, the bid security is liable to be forfeited.

18. Bid Validity

18.1 Bids shall remain valid for a period of one hundred and twenty (120) days after opening of Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

18.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

18.3 Bidders who,

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids, if any.

Submission of Bids

19. Format and Signing of Bid

19.1 The bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.

19.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

19.3 All bidding documents to be duly attested (signed and stamped) by the authorized person of company.

20. Sealing and Marking of Bids

20.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope.

20.2 The inner and outer envelopes shall:

- a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- b) Bear the Institution name and number indicated in the Invitation for Bids, and shall be inscribed by the following sentence: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the invitation for Bid.

20.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as non-responsive or late.

20.4 If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

20.5 Bidder should quote the prices of goods according to the technical specifications for complete item / package / tender. Optional items are mandatory to quote but will not be considered while determining the lowest bidder. The specification of goods different from the demand of inquiry and package items shall straightaway be rejected. The prices quoted must be inclusive of all Govt. Taxes

21. Deadline for Submission of Bids

21.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified Instruction to the bidder not later than the time and date specified in the Invitation for Bids.

21.2 If a procuring agency considers that it is necessary in public interest to extend the last date for the submission of the bids, it may, after recording reasons, do so in the manner similar to the original advertisement.

22. Late Bid

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

23. Withdrawal of Bids

23.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

23.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Instruction to the bidder. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deem necessary by the Procuring Agency.

The Bidding Procedure (under Punjab Procurement Rules 2014)

24. Single stage – two envelopes bidding procedure

24.1 Single stage – two envelopes bidding procedure shall be applied:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (viii) the lowest evaluated bidder shall be awarded the contract;

Opening and Evaluation of Bids

25. Opening of Bids by the Procuring Agency

25.1 The Procuring Agency shall initially open only the envelopes marked "TECHNICAL PROPOSAL" in the

presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Bidders' representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the envelope marked as "FINANCIAL PROPOSAL" shall remain unopened and shall be retained in safe custody of the Procuring Agency till completion of the evaluation process.

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

25.3 The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

26. Clarification of Bids

26.1 No bidder shall be allowed to alter or modify his bid after the closing time for the submission of the bids.

26.2 The procuring agency may, if necessary after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid.

26.3 Any request for clarification in the bid, made by the procuring agency and its response, shall invariably be in writing.

27. Preliminary Examination

27.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

27.2 In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

27.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.4 Prior to the detailed evaluation, pursuant instruction to the bidder the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

27.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

28. Evaluation and Comparison of Bids

28.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.

28.2 All bids shall be evaluated in accordance with the Evaluation Criteria / Least Cost Method and other terms and conditions set forth in these bidding documents.

28.3 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

28.4 The Procuring Agency's evaluation of technical proposal/ bid shall be on the basis of previous performances, test reports, inspection of plant/ factory/ premises, previous experience, financial soundness and such other details as already highlighted. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to the bidder

28.4 28.5 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

29. Evaluation Criteria

29.1 For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous experience, engineering/ technical capabilities, financial soundness and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration. The following evaluation factors/ criteria will be employed on technical proposals. However, for such items where inspection of sample and inspection of manufacturing unit is required in such cases technical qualification shall be subject to satisfactory inspections.

- i) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
- ii) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying mark shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of those Bidders failing to secure minimum marks in the technical evaluation shall be returned unopened). These financial proposals shall be then opened, and the total prices read aloud and recorded.

29.2 Evaluation Criteria (Already Given)

For the purposes of evaluation, the word "Product" would mean the specific item included in the bidders bid, the specific make and model the bidder is including in the bid.

The Product to be purchased shall be evaluated under all/any of the following assessment parameters depending upon the nature of the product and as determined by the Technical Committee.

29.3 Financial proposals would be evaluated as follows:

- i) Incomplete bid shall stand rejected.
- ii) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances

of the financial bid may be corrected by the Procuring Agency.

30. Contacting the Procuring Agency.

30.1 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 Contract is awarded.

30.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid Comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

31. Rejection of Bids

31.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

31.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 31.1 towards Bidders who have submitted bids.

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

32. Re-Bidding

32.1 If the Procuring Agency rejects all bids in pursuant to instruction to the bidder, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

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

33. Announcement of Evaluation Report

33.1 The Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

Award of Contract

34. Acceptance of Bid and Award criteria

34.1 The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government, shall be awarded the Contract, within the original or extended period of bid validity.

35. Procuring Agency's right to vary quantities at time of Award / supply order

35.1 The Procuring Agency reserves the right at the time of Contract award / supply order to increase or decrease, the quantity of goods originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions. The accessories and spare parts of equipments are required on "as and when required" basis during the whole year. The quantities may increase or decrease from the tentative quantities given in tender.

36 Limitations on Negotiations

36.1 Save as otherwise provided there shall be no price negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the provision of rules / regulations issued by the PPRA, 2014.

37. Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter (Award Acceptance letter) that its bid has been accepted.

37.2 The firm shall submit 05% Performance Guarantee and E-Stamp Paper (@ 0.25% of total order value) within seven (07) days from the date of issuance of Award Acceptance of Tender.

37.3 The notification of Award shall constitute the formation of the Contract.

38. Signing of Contract

38.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

38.2 Within ONE week of receipt of the Contract Form on e-stamp paper and performance guarantee, both the successful Bidder and the Procuring Agency shall sign and date the Contract on the legal e-stamp paper (@ 0.25% of total order value). The Procuring Agency shall issue Purchase Order. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their bid Security/ earnest money shall be forfeited and the firm may be blacklisted minimum for two years for future participation. In such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

39. Performance Guarantee.

39.1 The Performance Guarantee will be 05% of the total amount of quoted items. The performance security shall be deposited in the shape of Bank Guarantee/ CDR within seven (07) days from the date of issuance of Award Acceptance of Tender. In case, the contractor fails to furnish the requisite performance guarantee as well as to execute the contract strictly in accordance with the terms and conditions laid down in the contract, the bid security deposited by the firm to the extent of that item shall be forfeited and the institution reserves the right to purchase the store from 2nd lowest bidder at risk & cost of the firm.

39.2 Failure of the successful Bidder to comply with the requirement of instruction to the bidder shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

39.3: The performance security will be kept by procuring agency during the period of contract and will be released after ending of period on written request of firm & satisfactory performance report from hospital.

40. Schedule of Requirement.

40.1 The supplies shall be delivered within 30 days w.e.f the next date after the date of issue of Purchase Order on F.O.R basis (without penalty), and with prescribed penalty, as per following schedule of requirement:

40.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.5 % per week of the cost.

41. Redressal of grievances by the Procuring Agency.

41.1 The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers

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

41.2 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than [ten] days after the announcement of the bid evaluation report under rule 67 of PPRA rules.

41.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

41.4 Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

41.5 Any bidder not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant court of jurisdiction

General Conditions of Contract (GCC)

1. Definitions

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

- a. "The Contract" means the agreement to be entered into between the Procuring Agency and the Successful bidder, 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 electro medical equipment 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 Institute/ Hospital, transportation of goods up to the desired destinations and other such obligations of the supplier covered under the Contract.
- e. "GCC" mean the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Procuring Agency" means Medical Superintendent SSTH, Multan Road, Lahore.
- h. "The Procuring Agency's Country" is the country named in SCC
- i. "The Supplier" means the individual or firm supplying the goods under this Contract.
- j. "Day" means calendar day.

2. Application

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

3. Country of Origin

3.1 Country of manufacturer / country of origin of equipment could be from any geographical region of the world but must be compatible with the equipment.

4. Standards

4.1 The goods supplied under this Contract shall conform to the standards mentioned in the bidding documents/ Technical Specifications.

5. Use of Contract Documents and Information

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 performing 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 Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier.

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 country.

7. Ensuring Storage/ Installation Arrangements

7.1 To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. In case the Supplier abides by the given time frame he shall not be penalized for delay.

7.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 1% per week of the cost.

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.

8.2 For the purpose of inspections and tests of equipment. The Supplier, all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay.

8.3 The Procuring Agency has right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.

8.4 Pre-shipment inspection of equipment (where applicable) by Institution's Team should be carried on expense of supplier.

9. Physical Examination/ Inspection of Goods

9.1 The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved

specifications as decided by the Procuring Agency.

10. Delivery and Documents

10.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in SCC.

11. Insurance

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 Seller's responsibility.

12. Transportation

12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

12.2 Transportation including loading/ unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract.

13. Incidental Services

13.1 The Supplier shall be required to provide the incidental services as specified in SCC and the cost of which should include in the total bid price.

14. Warranty

14.1 At least **6 months** Warranty will be provided free of cost for all accessories and parts

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC. The currency of payment is Pak. Rupees which will be paid after installation and satisfactory report by the Inspection Committee for Duty Delivered Paid (DDP)/free delivery at the consignee end.

16. Prices

16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension. The prices quoted must be inclusive of all Govt. Taxes

17. Contract Amendments

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

17.2 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.

18. Assignment

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

19. Subcontracts

19.1 The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

20. Delays in the Supplier's Performance

20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

20.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). 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.

20.3 Except as provided under GCC Clause 8.2, 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 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of liquidated damages.

21. Penalties/Liquidated Damages

21.1 In case of late delivery beyond the presented period, penalty as specified in SCC shall be imposed upon the Supplier/ Manufacturer. The above Late Delivery (LD) is subject to GCC Clause 23, including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 22.

21.2 If the firm provide items other than specifications and fail to provide the item the payment of risk purchase (which will be purchased by the indenter) the price difference shall be paid by the Firm.

22. Termination for Default

22.1 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 installments 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 8.2; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

23. Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 20, 21, and 22, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in

performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted by Medical Superintendent SSTH, Multan Road, Lahore for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the Medical Superintendent SSTH, Multan Road, Lahore for approval. However, 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 reasonable alternative means for performance not prevented by the Force Majeure event.

24. Termination for Insolvency

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

25. Arbitration and Resolution of Disputes

25.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

25.2 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 to the Arbitrator for resolution through arbitration.

25.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Commissioner, PESSI or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties

26. Governing Language

26.1 The Contract shall be written in English language. Subject to GCC Clause 28, 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 English.

27. Applicable Law

27.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

28. Notices

28.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address specified in SCC.

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

Special Conditions of Contract (SCC)

1. Cash receipt (in original or photo copy) as token of having purchase the tender, must accompany the offer.
2. Reasonable/responsible person should be deputed at the time of opening of tender. In case of misbehavior the bid security will be forfeited besides other punitive action.
3. Offer not fulfilling any of the conditions of the bidding documents shall straightway be rejected.
4. Rates should be quoted in Pak rupees on FOR basis, including all taxes.
5. Offer of the firm not quoting rates both in word and figures shall be rejected.
6. Attested copy of any registration certificate held by the company may be attached.
7. The bidder will certify that the price quoted against the tender is/are not more than the prices charged from any agency for the preceding 180 days (Government and Private) in Pakistan and in case of any discrepancy, the bidder hereby undertakes to refund the price charged in excess. The prices quoted must be inclusive of all Govt. Taxes
8. The bidders must certify that:
 - a) Item quoted is of latest and current production model and mention the year of manufacture.
 - b) Item quoted is being manufacturing batch/serial number within the last two year of date of quotation.

Execution of Warranty

- a. The warranty period will be minimum 6 months and the firm will be responsible for replacing of store.
 - b. Free of charges spares will be provided in case of repairs under entire warranty period.
 - c. Installation will be made by the supplier and its cost will be borne by the firm. The period of warranty will start from the date of installation and commissioning duly signed by the inspection committee.
 - d. The firm will bound to execute the installation according to the installation/ service protocol.
9. **Packing & Marking**
- a. Packing: Usual packing to ensure safe journey up to the site of consignee.
 - b. Marking: Each packing should be clearly marked in suitable size in bold letters as per requirement.
10. **Place of delivery**
- a. SSTH, Multan Road, Lahore.

Supplier Address for notice purpose

Procuring Agency's address
 For notice purpose shall be the

CONTRACT FORM

THIS CONTRACT is made at _____ on ___ day of 2023, between the Medical Superintendent, SSTH, Multan Road Lahore (hereinafter referred to as PESSI) of the first Part: and M/s. (Firm Name) a firm having its registered office at (address of the firm) (hereinafter called the "Supplier) of the Second Part (hereinafter referred to individually as "Party and collectively as the "Parties").

WHEREAS the Medical Superintendent, SSTH, Multan Road Lahore invited bids for rate contract for the procurement of accessories and spare parts of biomedical equipments on "as and when required" basis, in pursuance where of M/s. (_____) being the Manufacturer/authorized Supplier/General supplier of (Item name) and ancillary services offered to supply the required item (s); and Whereas the SSTH, Multan Road, Lahore has accepted the bid by the Supplier for the supply of (Item name) and services in the sum of Rs. (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs. (_____).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract".
2. The following documents shall be deemed to form and be read and construed ad integral part of this Contract viz:-
 - a. The Price schedule submitted by the bidder.
 - b. The Schedule of Requirements.
 - c. The Technical Specifications.
 - d. The General Conditions of Contract.
 - e. The Special Conditions of Contract.
 - f. Notification of Award;
 - g. The scope of work.
 - h. The Bid & its clarifications.
 - i. Any other document deem appropriate.
3. In consideration of the payments to be made by the Medical Superintendent, SSTH, Multan Road Lahore to the Supplier/Manufacturer as hereinafter mentioned, the Supplier/Manufacturer hereby covenants with the Medical Superintendent, SSTH, Multan Road Lahore to provide the Goods and services and to remedy defects therein conformity in all respects with the provision of this Contract.
4. The Medical Superintendent, SSTH, Multan Road Lahore as Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. (The Supplier) hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Medical Superintendent, SSTH, Multan Road Lahore or any administrative subdivision or agency thereof or any other entity owned or controlled by PESSI through any corrupt business practice.
6. Without limiting the generally of the foregoing, (the Seller supplier) represents and warrants that it has fully declared the brokerage, commission, fees etc. paid of 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 commissioner, 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 Medical Superintendent, SSTH, Multan Road Lahore, except that which has been expressly declared pursuant hereto.
7. (The Supplier) certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Medical Superintendent, SSTH, Multan Road Lahore and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. (The Supplier) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Medical Superintendent, SSTH, Multan Road Lahore under any law, Contract or other instrument, be void able at the option of procuring agency.
9. Notwithstanding any rights and remedies exercised by Medical Superintendent, SSTH, Multan Road Lahore in this regard. (The Suppler) agrees to indemnify Medical Superintendent, SSTH, Multan Road Lahore as Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Medical Superintendent, SSTH, Multan Road Lahore as Procuring Agency in an amount equivalent to tent time the

sum of any commission, gratification, bribe, finder's fee or kickback given by (The Seller/Supplier) as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form Medical Superintendent, SSTH, Multan Road Lahore.

10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Commissioner PESSI or his nominee shall act as sole arbitrator. The decision taken and/or award made by the sole arbitrator shall be final and binding on the parties.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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

Signed/Sealed by the Manufacturer/ Authorized supplier/General supplier.	Signed/Sealed by Authorized officer Medical Superintendent, SSTH, Multan Road Lahore
---	--

Performance Guarantee Form

To: [Name & Address of the Procuring Agency]

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

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the _____ day of _____, 202__

Signature and Seal of the Guarantors/Bank

Address

Date

Note:

1. It should be valid for a period equal to the warranty period.
2. The contract will be signed/ issued after submission of this Performance Security.
3. The firm may submit the Performance Security for the Complete Package by the Lead Contractor or individually for the respective portions of the firms in case of alliance

Under Taking:

The firm shall submit an undertaking that the Quoted prices are not more than the prices charged in any other public or private organization

BID FORM

Date: _____

Tender No. _____

To

Respected Sir/Madam

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

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

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 10% percent of the Contract price for the due performance of the Contract, in the form prescribed by the Medical Superintendent, SSTH, Multan Road Lahore.

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

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

Name and address of bidder (If none, state "none") Date this day of 20__. Signature (in the capacity of) Duly authorized to sign bid for and on behalf of	
--	--

Price Schedule

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

Name of Bidder _____

Tender No. _____

Sr. No. (As listed in invitation of bid)	Name of Item (As listed in invitation of bid)	Make/Model and country of Manufacturer and origin	Specifications (Complete Details)	Qty	Unit Price (Rs) inclusive of all Govt Taxes	Total Cost in words	Total Cost (Rs)
1.							
2.							
3.							
Grand Total							

Sign and Stamp of Bidder _____

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

The prices quoted must be inclusive of all Govt. Taxes



**SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE**

**FRAMEWORK CONTRACT FOR THE SUPPLY OF THE
DISPOSABLE SURGICAL ITEMS / SMALL MEDICAL
APPLIANCES, SURGICAL SUTURES &
ORTHOPEDIC IMPLANTS
FOR THE FINANCIAL YEAR 2023-24**

042-99330033



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

FRAMEWORK CONTRACT FOR THE SUPPLY OF THE DISPOSABLE SURGICAL ITEMS / SMALL MEDICAL APPLIANCES, SURGICAL SUTURES & ORTHOPEDIC IMPLANTS FOR THE FINANCIAL YEAR 2023-24.

The Social Security Teaching Hospital Multan Road Lahore invites sealed bids from original manufacturers/ Sole agents of foreign principals/ Distributors, to conclude the Framework Contract for Supply of Disposable Surgical Items / Small Medical Appliances, Surgical Sutures & Orthopedic Implants for the financial year 2023-24 on FOR basis.

Interested bidders may get the bidding document along with detailed specifications from the admin office of the hospital from the date of publication of tender on submission of written request on original letter head along with payment of non-refundable tender fee of Rs.1,000/- (One Thousand Only). The bidding document can also be downloaded from PPRA Website www.ppra.punjab.gov.pk & PESSI Website www.pessi.punjab.gov.pk

Single stage two envelopes bidding procedure shall be adopted for the tender. The envelopes should be marked as “*Financial Proposal and Technical Proposal*” in bold and legible letters.

The bids shall accompany 3% Bid Security of the estimated price in the form of CDR/Bank Guaranty attached with the technical proposal. Interested bidders may submit their bids by **15.06.2023 and 10:30 AM** in the office of the undersigned which shall be opened on the same day i.e. **15.06.2023 and 10:45 AM** in presence of the representatives of the participating firms. Procurement shall be governed under Punjab Procurement Rules 2014 (amended). The tender can be cancelled as per Rule 35 of PPRA Rules 2014.

Medical Superintendent
Social Security Teaching Hospital
Multan Road Lahore.
042-99330033



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

Tender Fee	Rs.1000/-	(Non-Refundable)
Last Date of Issuance:	15/06/2023	till 10:00 AM
Receiving Date & Time:	15/06/2023	till 10:30 AM
Opening Date & Time:	15/06/2023	till 10:45 AM
Procedure:	Single Stage Two Envelopes Bidding Procedure	
Total Worth of Tender:	Rs. 4,00,00,000/- (PKR)	
Venue:	Conference Room, Social Security Teaching Hospital, Lahore	
Bid Security:	The bids shall accompany 3% Bid Security of the estimated price of the quoted items in the form of CDR/Bank Guarantee (with technical bid).	

SUBJECT: - FRAMEWORK CONTRACT FOR THE SUPPLY OF DISPOSABLE SURGICAL ITEMS / SMALL MEDICAL APPLIANCES, SURGICAL SUTURES & ORTHOPEDIC IMPLANTS FOR THE FINANCIAL YEAR 2023-24

Instructions to the bidders, General Conditions of contract, special conditions of Contract & schedule of requirements are detailed in the bidding document along with the technical specifications available at PPRA Web Site www.ppra.punjab.gov.pk and PESSI website www.pessi.punjab.gov.pk.

PARTICULARS OF THE PARTICIPATING FIRM

Name of Firm _____

Name of authorized representative _____

I.D Card No. (CNIC) _____

Registration No. with Sales Tax Department _____

Income Tax No. (NTN) _____

CDR/Bank Guarantee Receipt No. & Date _____

Original Receipt for purchase of Tender (F-6) No and Date _____

Complete Address _____

Lahore Office Phone, Cell and Fax No. _____



**SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE**

Dated: / / 2023

PRICE SCHEDULE 2023-24

Must be attached (duly signed and stamped) with financial bid.

Tender No. _____ **Due on** _____

Manufactured by: _____

Address: _____

Validity: _____

Item #.	Brand Name of the Offered Item	Qty. Required	Regd . No.	Packing Offered	MRP Fixed By F.G.	Trade price	Price Offered (Inclusive of All applicable Taxes)		Value
							In figures	In words.	

Note:

1. Quoted price should not exceed the Trade Price.
2. In the financial bid the arithmetical errors shall be rectified on the following basis.
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - b) If there is discrepancy between words and figures, the amount in words shall prevail.
3. Furthermore, the firm is liable to furnish an affidavit to the effect that the quoted prices are not more than the prices quoted in any Government Institution/ Semi Government/ Autonomous Body.

Signature of Authorized Person. _____

Name of Authorized Person: _____

Designation of Authorized Person: _____

Participating Firm Name: _____

Phone No. _____

Stamp: _____

“Check List (Mandatory) for Documentary Evidence”

Sr. #	Required Documentation	Checklist <i>(To be initialed by the Bidder against each document)</i>	Relevant Page Number in the Bid	Supporting Documents <i>(To be filled by the Bidder with name of the documents that are submitted to meet the requirement)</i>
1.	Original Tender Purchase Receipt (F-6)			
2.	3% Bid Security of the estimated prices.			
3.	Specification proforma duly completed			
4.	Copy of valid Registration Certificates.			
5.	Detail of Supply Order shall be provided which could be verified accordingly. Any false claim shall be considered as fraudulent practice.			
6.	Copy of Valid Manufacturing License			
7.	Copy of Valid Sale License for Sole Agents.			
8.	Valid Letter of Authorization from manufacturers / Sole Agency Agreement			
9.	Copy of NTN Certificate			
10.	Copy of Income Tax Return			
11.	Proof of Active Tax Payer			
12.	Copy of General Sales Tax Registration			
13.	Copy of valid ISO /FDA/CE/WHO and other certification as required in Evaluation Criteria. (where required)			

14.	<p>Undertaking on E-Stamp/Stamp Paper worth of Rs.100/- that</p> <ol style="list-style-type: none"> 1. Non-cancellation / suspension of registration of quoted product of the bidder. 2. Non-conviction from any court of law and black listing. 3. The prices quoted in SSTH are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. 4. Bidder must also provide the proof of availability of sufficient stock of the quoted item and in case contract is awarded no alternative brand shall be acceptable. 			
15.	Latest Price List			
16.	<p>Two Samples of each item in Commercial Packs (where required)</p> <p>Note: Specifications quoted in the Technical Offer will be verified from the samples provided with the bids.</p>			

EVALUATION CRITERIA FOR
DISPOSABLE SURGICAL ITEMS/ SMALL MEDICAL APPLIANCES
SURGICAL SUTURES & ORTHOPEDIC IMPLANTS
FINANCIAL YEAR 2023-2024

PART-A: ELIGIBILITY CRITERIA

Sr. #	DESCRIPTION	YES/NO	PAGE #
1.	Original receipt for purchase of tender		
2.	3% Bid Security of the estimated price in the form of CDR/Bank Guarantee. (The original bank guarantee will be attached with technical bid)		
3.	Manufacturer Authorization Certificate / Sole Agency Certificate from Foreign Principal / Import documents for imported items		
4.	Minimum One year (01) business history from the date of Registration of Product		
5.	Acceptance of terms and condition, tender documents duly signed and stamped		
6.	Price Reasonability certificate		
7.	Undertaking on E-Stamp Paper worth of Rs.100/- that, Non-cancellation / suspension of registration of quoted product of the bidder. Non-conviction from any court of law and black listing. The prices quoted in SSTH are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. Bidder must also provide the proof of availability of sufficient stock of the quoted item and in case contract is awarded no alternative brand shall be acceptable.		
Technically Qualified (TQ) or Technically Not Qualified (TNQ)			

Note: Only eligible firms will be scrutinized further for Part-B

Name of Item: _____ Manufacturer/Importer: _____

Brand Name: _____ Origin: _____

PART-B: ASSESSMENT PARAMETERS (BIDDERS)

SR. #	ASSESSMENT PARAMETERS	MARKS	Obtain Marks												
❖	NTN No. and GST registration & copy thereof NTN No.=05 GST No.=05	10													
❖	Financial Soundness of the firm (2020-21/ 2021-22) or last two Calendar Years <table border="1"> <tr> <td>i.</td> <td>Income tax paid certificate</td> <td>08</td> </tr> <tr> <td>ii.</td> <td>Balance Sheet</td> <td>08</td> </tr> <tr> <td>iii.</td> <td>Bank Statement</td> <td>04</td> </tr> </table> <p>If balance sheet and bank statement both are deposited than only marks of balance sheet (12 marks) would be counted. Tapering down phenomenon regarding rating of marks shall be applied on competitive firms.</p>	i.	Income tax paid certificate	08	ii.	Balance Sheet	08	iii.	Bank Statement	04	20				
i.	Income tax paid certificate	08													
ii.	Balance Sheet	08													
iii.	Bank Statement	04													
❖	Establishment of company/firm with reference to the Services. <table border="1"> <tr> <td>i.</td> <td>More than 05-years</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>03-05 years</td> <td>05</td> </tr> <tr> <td>iii.</td> <td>01-03 years</td> <td>03</td> </tr> </table>	i.	More than 05-years	10	ii.	03-05 years	05	iii.	01-03 years	03	10				
i.	More than 05-years	10													
ii.	03-05 years	05													
iii.	01-03 years	03													
❖	Overall reputation Certificate in reference to the Services <table border="1"> <tr> <td>i.</td> <td>Past performance certificate by the End user/ DMS in SSTH</td> <td>05</td> </tr> <tr> <td>ii.</td> <td>Private Sector /Public Sector</td> <td>05</td> </tr> </table>	i.	Past performance certificate by the End user/ DMS in SSTH	05	ii.	Private Sector /Public Sector	05	10							
i.	Past performance certificate by the End user/ DMS in SSTH	05													
ii.	Private Sector /Public Sector	05													
❖	Product Certification a) Certificates FDA/CE/ISO <table border="1"> <tr> <td>i.</td> <td>Any two Certificate</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>Any one Certificate</td> <td>05</td> </tr> </table>	i.	Any two Certificate	10	ii.	Any one Certificate	05	10							
i.	Any two Certificate	10													
ii.	Any one Certificate	05													
❖	Undertaking on E-Stamp paper that firm is not blacklisted in any Govt./Autonomous Body in last two years	10													
7	Brand Make and Model of the Product a) local product with <table border="1"> <tr> <td>i.</td> <td>International market</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>only local market</td> <td>08</td> </tr> </table> b) Foreign product <table border="1"> <tr> <td>i.</td> <td>In two or more continents</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>In single continent</td> <td>08</td> </tr> </table>	i.	International market	10	ii.	only local market	08	i.	In two or more continents	10	ii.	In single continent	08	10	
i.	International market	10													
ii.	only local market	08													
i.	In two or more continents	10													
ii.	In single continent	08													
8	Experience of quoted products in Govt. Institution/ Semi Govt. Institution/ Autonyms Body. <table border="1"> <tr> <td>i.</td> <td>Govt. Institution</td> <td>07</td> </tr> <tr> <td>ii.</td> <td>Semi Govt. Institution/ Autonyms Body</td> <td>03</td> </tr> </table>	i.	Govt. Institution	07	ii.	Semi Govt. Institution/ Autonyms Body	03	10							
i.	Govt. Institution	07													
ii.	Semi Govt. Institution/ Autonyms Body	03													
9	Length of Registration of Products with Ministry of Health. <table border="1"> <tr> <td>i.</td> <td>1-5 Years</td> <td>04</td> </tr> <tr> <td>ii.</td> <td>6-10 Years</td> <td>08</td> </tr> <tr> <td>iii.</td> <td>More Than 10 Years</td> <td>10</td> </tr> </table>	i.	1-5 Years	04	ii.	6-10 Years	08	iii.	More Than 10 Years	10	10				
i.	1-5 Years	04													
ii.	6-10 Years	08													
iii.	More Than 10 Years	10													
TOTAL		100													

Note: Acceptable Bids must score minimum of 65% marks.

**FRAME WORK CONTRACT FOR THE SUPPLY OF DISPOSABLE
SURGICAL ITEMS/ SMALL MEDICAL APPLIANCES
SURGICAL SUTURES & ORTHOPEDIC IMPLANTS
FOR THE FINANCIAL YEAR 2023-24**

INSTRUCTIONS TO BIDDERS

1. **Scope of Bid:** The Social Security Teaching Hospital Multan Road Lahore, invites sealed bids from original Manufacturers/Sole Agents of Foreign Manufacturers to conclude the framework contract for supply of Disposable Surgical Items/ Small Medical Appliances, Surgical Sutures & Orthopedic Implants per quantities and specifications described in list of items financial year 2023-24 of the Bidding Documents.
2. **Source of Funds:** The Social Security Teaching Hospital, Multan Road Lahore, has allocated the budget from its own funds for this purchase under the relevant head of Account.
3. **Eligible bidders:** This Invitation for Bids is open to all Manufacturers and in case of imported goods, their Sole Agents / Importer in Pakistan for concluding the framework contract for the supply of advertised item. The importer /sole agent must possess a valid authorization from the Foreign Principal / Manufacturer and sale license issued by the competent authority in Pakistan and in case of manufacturer they should have a documentary proof of valid manufacturing license.
4. **Corrupt Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.**
 - 4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as “the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, 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 practices:
 - (i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain;

- (iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 (amended) Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.

5. **PROCEDURE:** The procedure followed will be SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE as mentioned in Punjab Procurement Rules 2014 (amended).

6. **Eligible Goods and Services:** For these purposes, the term “Goods” includes any Goods that are the subject of this Invitation for Bids as defined in General Condition of Contract

1(c) and the term “Services” shall include related services as defined in General Condition of Contract Clause 1(e).

7. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.
8. **Bidding for Selective Items.**
 - 8.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Specifications proforma for the year 2023-24. A Bidder is also at a liberty to bid for all the items Specifications. However, Bidders cannot bid for partial quantities of any item mentioned in Specifications.

THE BIDDING PROCEDURE

9. **Single stage – two envelopes bidding procedure shall be applied.**
 - 9.1 Single stage – two envelopes bidding procedure: -
 - i. the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
 - ii. the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
 - iii. in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;
 - iv. the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
 - v. during the technical evaluation no amendments in the technical proposal shall be permitted;
 - vi. after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
 - vii. the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders;
 - viii. the successful lowest bidder shall be awarded the contract;

THE BIDDING DOCUMENTS

10. **Content of Bidding Documents**
 - i. The goods required, applicable bidding procedures, and Contract Terms are prescribed in the Bidding Documents. In addition to the invitation for Bids, the Bidding Documents include: -
 - a. Instructions to bidders;
 - b. General Conditions of Contract;
 - c. Special Conditions of Contract;
 - d. Schedule of Requirements.
 - e. Delivery time, completion schedule and price schedule.
 - f. Contract Form;
 - g. Manufacturer’s Authorization Form;

Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.

- iv. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
 - v. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.
 - vi. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained during the financial year.
16. **Bid currencies:** Prices shall be quoted in Pak Rupees.

17. **Bidder's Eligibility and Qualification**

- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the 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 an eligible as defined under instruction to the bidders
- a. The Sole Agent / Importer shall have to produce letter of authorization from Foreign Principal and in case of local Manufacturer, documentary proof including valid drug manufacturing license / registration certificate, to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
- (a) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
 - (b) The bidder shall submit an affidavit on E-Stamp paper of worth of Rs.100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (c) The bidder should have minimum **one-year experience in the market of all items except those having experience less than one**. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the **last one year**. Documentary proof shall have to be provided in this regard.
 - (d) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
 - (e) The bidder must indicate the registration number, make of country of origin / Manufacturer, capacity of production of the firm, its financial status.

(f) Bidder must also provide the proof of availability of sufficient stock of the quoted item and in case contract is awarded no alternative brand shall be acceptable.

(g) Proof of active taxpayer

18. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**

i. The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.

ii. Submission of sample:

a) The bidder must produce along with technical proposal, Two (02) samples of quoted product(s) (**Commercial pack**). No technical proposal / bid shall be considered in absence of samples.

19. **Bid security.** – The procuring agency may require the bidders to furnish a bid security equal to 3% of estimated price of respective item.

20. **Bid validity.** – (i) A procuring agency, keeping in view the nature of the procurement, shall subject the bid to a bid validity period.

(ii) The bids shall be valid for the period of 120-days.

(iii) Subject to sub-rule (5), a procuring agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period but, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all the bidders shall be requested to extend their respective bid validity period but such extension shall not be for more than the original period of bid validity.

(iv) A bidder who:

(a) agrees to the extension of the bid validity period shall also extend the validity of the bid bond or security for the extended period of the bid validity;

(b) agrees to the procuring agency's request for extension of bid validity period shall not be permitted to change the substance of the bid; and

(c) does not agree to an extension of the bid validity period shall be allowed to withdraw the bid without forfeiture of the bid security.

21. Extension of time for submission of bids. – If a procuring agency considers that it is necessary in public interest to extend the last date for the submission of the bids, it may, after recording reasons, do so in the manner similar to the original advertisement.

22. Format and Signing of Bid:

i. The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized by the firm. The person or person's signings the bid shall initial all pages of the bid, except for un-amended printed literature.

ii. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

23. SUBMISSION OF BIDS

- i.** All bids should be submitted in proper binding / ring binding / proper file cover.
 - ii.** The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. The inner and outer envelopes shall:
 - a.** be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
 - b.** bear the name and number indicated in the Invitation for Bids.
 - iii.** The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive”.
 - iv.** If the outer as well as inner envelope is not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.
24. **Deadline for Submission of Bids:** Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, not later than the time and date specified in the Invitation for Bids.
25. **Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder.
26. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its Bid Security pursuant to the instruction to bidders.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids

- i.** The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL” in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders’ representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process. On the day of opening of technical bid the technical officers of the firms shall be signed by the members of the Hospital Purchase Committee, whereas, only the envelope of the financial bids shall be signed by the members of the Hospital Purchase Committee for the transparency of the procuring process.
- ii.** The bidders’ names shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, and the presence or absence of requisite Bid Security and such other

- iv. The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- v. during the technical evaluation no amendments in the technical proposal shall be permitted;
- vi. after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically responsive bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- vii. the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and the lowest evaluated bidder shall be awarded the contract;

31. **Contacting the Procuring Agency:** 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 Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid.

32. **Qualification & disqualification of bidders:** i) The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily. ii. The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by him concerning his qualification was false and materially inaccurate or incomplete. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

33. **Rejection of bids.** – Under Rule 35, PPRA Rules, the procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

(2) The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

34. **Announcement of Evaluation Reports.** – A procuring agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract.

35. **Grievance Redressal Committee:** -Under rule 67 of PPRA Rules 2014, any firm aggrieved of the evaluation report may submit in writing the grievance to Procuring agency within 10 days of the announcement of the evaluation report and the procuring agency shall nominate a Grievance Redressal Committee comprising of the odd number of members to address the grievance of aggrieved firms within 15 days of the receipt of the grievance of the firm. And the procuring agency shall inform the decision of the Grievance Redressal Committee to the firm.

AWARD OF CONTRACT

36 **Acceptance of Bid and Award Criteria:** - the Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed and having the lowest evaluated

bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

37. **Procuring Agency's right to vary quantities at time of award** The Procuring Agency reserves the right to increase or decrease, the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions.
38. **Negotiations**
PPRA Rules 2014 (amended rules) shall be followed.
39. **Notification of Award**
- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter, that its bid has been accepted.
 - ii. The notification of award shall constitute the formation of the Contract.
 - iii. If the successful bidder, after completion of all Codal Formalities shows inability to enter into the Framework Contract then their Bid Security shall be forfeited to the extent of the item for which the successful bidder shows inability and the firm may be blacklisted under the PPRA Rules. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder at the risk and cost of such firms.
40. **Signing of Framework Contract:**
- i. At the same time as the procuring agency notifies the successful bidder that its bid has been accepted, the procuring agency shall send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.
 - ii. Both the successful bidder and the procuring agency shall sign the framework contract (with date) on the E-stamp paper (0.25% of total order value) as per applicable laws. Thereafter, the procuring agency shall issue purchase order. If the successful bidder, after completion of all codal formalities shows inability to sign the framework contract then their bid security shall be forfeited and the firm may be blacklisted under the PPRA Rules. In such situation, the procuring agency may take the award to the next lowest evaluated bidder at the risk and cost such firms.
41. **Performance Security.**
- i. The successful bidder shall furnish the 5% Performance Security in shape of CDR/ Bank Guarantee (validity at least of 01-one year) accordance with the Conditions of Contract, provided in the bidding documents. The 3% bid Security would be returned to the bidder on request upon submission of Performance Security.
 - ii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the

annulment/termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder at the risk and cost of the firm.

- iii. Performance Security shall be retained for relevant financial year. The process of release of 5% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and subject to the satisfactory performance of the firm.

42. **Price Reasonability Certificate**

- i. The supplier shall certify on E-stamp paper that the prices quoted to SSTH against the items mentioned are not more than the Trade Prices as per MRP (Maximum Retail Price) as well as prices are not more than the prices quoted to any other Government / Semi Government and Private Institutions.

43. **Blacklisting**

PPRA Rules 2014 as well as amendment Notification No. S.O(Cabinet-I)2-9/2015 dated 06.01.2016 under Rule 21 issued by the Government of Punjab Services & General Administration Department (Implementation & Coordination Wing) shall be followed.

GENERAL CONDITIONS OF CONTRACT

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

- a. **“The Contract”** means the agreement proposed to be entered into between the procuring agency and the successful bidder.
- b. **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. Price reasonability certificate that the prices quoted are not more than the prices quoted in Health Department Govt. of the Punjab/ any other Government organization. The rates quoted should not be more than the trade price of the respective item.
- c. **“The Goods”** mean items in the specification proforma, which the Supplier is required to supply to the Procuring Agency under the Contract.
- d. **“The Specifications”** means the specifications of the items quoted.
- e. **“The Services”** means those services ancillary to the supply of goods, such as printing of special instructions on the label and packing, design, transportation SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD and other obligations as defined by procuring agency.
- f. **The Procuring Agency:** is the SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD.
- g. **“The Supplier”** means the individual or firm supplying the goods under this Contract

2. **Application:** These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract. In case if the general conditions of contract is in contrast to the special condition of contract then

3. The Supplier shall provide Two **(02) samples (commercial packs)**; free of cost along with the tender failing which the offers will not be accepted.

Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

4. **Delivery and Documents:** Any erasing/cutting/crossing etc. appearing in the offer must be properly signed by the person signing the tender. Moreover, all pages of the tender must be signed. Offer with any over writing in no circumstances shall be accepted
5. **Insurance** The supplier shall be solely responsible for the insurance of goods subject to the contract.
6. **Income Tax:** All applicable taxes whether International, Federal, Provisional or local shall be borne by the supplier.;
7. **Transportation:** The Supplier shall arrange such transportation maintenance of the goods as is required to prevent their damage or deterioration during transit to the final destination. The items shall be delivered at Social Security Teaching Hospital Multan Road Lahore. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid by the Supplier.
8. **Incidental Services:** The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should include in the total bid price.
9. **Payment:** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak. Rupees.
10. **Prices:** Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.
11. **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
12. **Delays in the Supplier's Performance:** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. The Procuring Agency may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Procuring Agency.
13. **Penalties/liquidated Damages:** In case of late delivery beyond the stipulated period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract.
14. **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or if the Supplier fails to perform

any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

15. **Force Majeure**

Notwithstanding the provisions of general conditions of contract, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis planning, mismanagement and/or lack of foresight to handle the situation.

16. **Termination for Insolvency**

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

17. **Governing Language:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

18. **Applicable Law**

This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

SPECIAL CONDITION OF CONTRACT

1. **Definitions;**

- i. The **Procuring Agency:** is the Social Security Teaching Hospital Multan Road
- ii. The **Supplier;** is the individual or firm supplying the goods under this contract.

2. **Bid Security;**

The bidder shall furnish, as part of its financial proposal / bid, the Bid Securities (refundable) in Pak Rupees **@ 3% of estimated price** in the shape of Bank Guaranty / CDR in the name Medical Superintendent Social Security Teaching Hospital Multan Road. However, the bid security of any successful bidder shall be returned upon submission of **Performance Security** after signing of contract and issuance of supply order in case of unsuccessful bidder, the bid security of the bidder shall be returned.

3. **Performance Security**

The successful bidders shall have to deposit Bank Guaranty / CDR of the amount equal to 5% of order value as performance security in the shape of Bank Guaranty / CDR on e-stamp paper worth of Rs.100/- of order value in the name of Medical Superintendent Social Security Teaching Hospital Multan Road. Performance Security shall be retained for relevant financial year. The process of release of 5% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and upon satisfactory performance report. If firms fail to submit performance security, then the Bid Security shall be forfeited.

4. **Delivery and Documents.**

The supply order will be placed for the period from the date of its issuance of till 30th June, 2024 which may be extendable for further period of two months.

The Supplier shall provide all the relevant documents at the time of delivery of goods to Consignee' end duly completed in all respect for payment.

- i. Original copies of Delivery Note / Challan.
- ii. Original copies of the Supplier's invoices.
- iii. The firm will have to provide the valid professional tax exemption certificate.
- iv. NTN Certificate.
- v. Proof of updated / latest Active Taxpayer.

In case of items where its mandatory the contractor shall print "**PESSI PROPERTY NOT FOR SALE**" with indelible ink.

5. **Payment**

The Payment shall be in Pak Rupees after successful inspection of goods.

6. **Penalties/ Liquidated Damages.**

a. In case where the deliveries as per contract are not completed within stipulated period, the contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. The amount of 5% performance Guaranty to the extent of non-delivered portion of supplies of relevant item/items shall be forfeited. Institution may take any other punitive action according to the performance of the firm.

If the firm fails to fulfill the whole installments, the entire amount of Performance Guaranty/Security shall be forfeited and department may proceed against the firm including blacklisting under Rule 21 of PPRA Rules 2014. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

b. Any order placed erroneously shall have to be lifted back by the firm at its own cost.

c. The delivery period will be the 15-days from the date of issuance of supply order. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 0.5% per week** of the cost of late delivered supply shall be imposed.

d. Items with minimum 60% shelf life shall be accepted at the time of delivery and less than 60% shelf life shall be acceptable only on undertaking subject to approval of authority.

7. **Arbitration and Resolution of Disputes: -**

In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Medical Superintendent Social Security Teaching Hospital Multan Road Lahore or his nominee shall act as sole *ARBITRATOR*. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

8. **Governing Language:** The language of this Contract shall be in English.
9. **Applicable Law:** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

MANUFACTURER'S AUTHORIZATION FORM

To,

**MEDICAL SUPERINTENDENT,
SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE.**

WHEREAS M/s. _____ who are established and reputable Manufacturers having factory located at _____ do hereby authorize _____ to submit a bid, and subsequently negotiate and sign the Contract with you against No. _____ for the goods manufactured by the firm.

{Signature on behalf of manufacturer_____}

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent. It should be included by the bidder in its bid.

(Where Applicable)

CONTRACT FORM

THIS FRAMEWORK CONTRACT is made at -----on-----
-----day of----- 2023, between **Social Security Teaching Hospital Multan Road, Lahore** (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s-----
----- a firm registered under the laws of Pakistan and having its registered office at -----
(hereinafter called the “Supplier”) of the Second Part
(hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Procuring Agency invited bids for procurement of _____ in pursuance where of M/s ----- being the Manufacturer/ Sole Agent/ General Order Supplier of item in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of *item, along with cost per unit list enclosed.*

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. *Price Schedule submitted by the bidder,*
 - b. *Technical Specifications;*
 - c. *General Conditions of Contract;*
 - d. *Special Conditions of Contract; and*
 - e. *Procuring Agency’s Award of contract; and*
 - f. *Supply Order*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. 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 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 Social Security Teaching Hospital Multan Road, Lahore, except that which has been expressly declared pursuant hereto.

6. M/s. _____ 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. 7

7. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, M/s. _____ 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 M/s. _____ 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.

10 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. **MEDICAL SUPERINTENDENT, SSTH MULTAN ROAD LAHORE** or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

12. If the firms fail to provide the item, the payment of risk purchase/ the price difference shall be paid by the Firm

13. If the price quoted by the firm to the SSTH are more than the T.P prices or charged from any other government institution/hospital in the country for the same financial year, in such discrepancy the firm shall be bound to refund the prices charged in excess. Affidavit to this effect is also enclosed with the contract by the firm.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at **SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD, LAHORE** and shall enter into force on the day, month and year first above mentioned.

***Signed/ Sealed by the Manufacturer/ Signed/ Sealed by Procuring Agency**

<hr/> <p>(Sign & Stamp) Authorized Person of the Firm</p>	<hr/> <p>MEDICAL SUPERINTENDENT, SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE.</p>
<p>Witness</p>	<p>Witness (Concerned DMS)</p>



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

SCOPE OF THE WORK/ SPECIFICATIONS REQUIRED FOR FINANCIAL YEAR 2023-24

❖ LIST OF ITEM (DISPOSABLE SURGICAL ITEMS / SMALL MEDICAL APPLIANCES)

SR, NO.	NAME OF ITEMS WITH SPECIFICATION.	Estimated Demand in Units	Estimated Price	Total
ANESTHESIA ITEMS.				
1.	Endotracheal tube Nasal with Cuff All Sizes	5	325	1625
2.	Endotracheal tube with Cuff (Disposable) Sizes 5.5 to 8.5	600	122	73200
3.	Endotracheal tube without Cuff (Disposable) Sizes 2.5 to 5.0	200	102	20400
4.	CVP line Double Lumen (All sizes)	100	2545	254500
5.	L.P Needles All Sizes. 25,26 or 27	3000	198	594000
6.	Disposable ECG Electrodes Fine Sticking (Adult & Peads)	4000	11	44000
7.	Epidural Set with Catheter. 16G/18G	20	3451.5	69030
8.	Soda Lime	10 X 5 kg	9594	95940
9.	Laryngeal Mask Re – Usable (All sizes 2,3,4,5).	2	1500	3000
10.	Laryngeal Mask Disposable (All sizes 2,3,4,5).	5	1450	7250
11.	Air Way (All Sizes).	300	156.78	47034
12.	Three Way Stop Cock.	1200	51	61200
13.	Viral / Bacterial Filter for Respiratory Circuit Adult	25	245	6125
14.	Magill's Circuit (for Adult).	1	7546.5	7547
15.	Ayres T piece (Pediatric Circuit- with bag) with Expiratory valve	1	3360	3360
16.	Breathing circuit with rebreathing bag. (2 Liter) and extension pipe	50	1389.96	69498
17.	Breathing Circuit (Peads) with Bags/ with out bags	30	2150	64500
18.	Breathing Circuit (Adult) for I.C.U	2	748	1496
19.	Nebulizer Kit Adult.	5000	151	755000
20.	Nebulizer Kit Peads.	500	151	75500

21.	Nebulizer Kit for Ventilators (With-T)	5	982.8	4914
22.	Catheter Mount	30	220	6600
23.	I/V infusion Set for Syringe Pump	5	120	600
24.	Disposable Arteria Line Cath	5	1699	8495
25.	Manometer Tubing for Syringe Pump	300	135	40500
26.	HME filters for ICU Patients (Heat Moisture Exchange)	100	299	29900
27.	Stylet for Endotracheal Tubes All size Flexible coated 3",4",5"	5	300	1500
28.	Disposable Face Mask N-95.	5	110	550
29.	Anesthesia Face Mask Reusable Silicon (All Size 2,3,4,5)	1	7500	7500
30.	Anesthesia Face Mask Black Rubber Reusable (All Size 2,3,4,5)	1	6000	6000
31.	Disposable Pressure Transducer Compatible.	5	1590	7950
32.	Oxygen Mask with Tubing	1500	119	178500
33.	Syringe Cutter (Heavy duty)	500	185	92500
34.	Disposable Surgical Face Mask (3-Ply with Nose Pin) First Layer: Non-woven Fabric, Middle Layer: Melt blown Filter, 95-99% filtration efficiency, Inner Layer: Non-woven Fabric	30000	4.49	134700
35.	Nasal Cannula for Oxygen	500	87	43500
36.	Nasal Airway all sizes	5	220	1100
37.	Bougies with lumen (Hollow) Adult All Size	1	1800	1800
38.	Bougies with lumen (Hollow) Peads All Size	1	1800	1800
39.	Disposable Cap for OT	6000	2.35	14100
40.	CPAP Mask All Size	50	6500	325000
41.	Disposable Suction Pipe (Yunkar Suction Set)	1500	185	277500
42.	Sub Clavian Catheter Double Lumen For Haemo Dialysis Adult Size.	200	4900	980000
43.	Sub Clavian Catheter Double Lumen For Haemo Dialysis Peads Size.	2	3890	7780
44.	Disposable Drip Flow Regulator	25	129	3225
45.	Disp Oxygen Rebreathing Mask	150	209	31350
46.	Dis Oxygen Non Rebreathing Mask	100	209	20900
47.	Silicon N.G. Tube (All Size)	5	1149	5745
48.	I-Gel All Size (2,3,4)	5	6318	31590

Disposable Surgical Items

49.	T Tube Size 14,16,18,20 Fr (All Size)	5	300	1500
50.	Disposable Suction Drain Set Size 10, 12, 14, 16 and 18.	400	775	310000
51.	Disposable Sterilized Double Gloves All Sizes.	1200	450	540000
52.	Disposable Gloves Sterile Surgical Gloves (All Size ,6.5,7,7.5,8)	37000	117	4329000
53.	Polythene Gloves (Pack of Hundred).	400	50	20000
54.	Sterile and Disposable Transparent adhesive plastic drape sticking area. 28X30 cm /30x30cm	100	719.71	71971
55.	Disposable Adhesive Surgical Wound Dressing 10x25cm	200	50	10000
56.	Hydrocolloid/Hydrogel Wound Dressing 4" x 4"	2	165	330
57.	Hydrocolloid/Hydrogel Wound Dressing 6" x 6"	2	175	350
58.	Abdominal Binder.	100	715	71500
59.	Hydrocolloid Gel.	1	300	300
60.	Calcium Alginate Wound Dressing 10cm x 10cm	2	3000	6000
61.	Methylene Blue Dye	2	165	330
62.	Fibrin Glue	2	175	350
63.	Calcium Alginate Wound Dressing 10cm x 20cm	2	180	360
64.	Hypoallergenic paper tape sizes. 1" 2" 3" 4"	500 300 200 100	1150 1150 1150 1150	547500 345000 230000 115000
65.	Acrylic base transparent tape 1"x10 yard 2"x10 yard 3"x10 yard	2	859	1718
66.	Calcium Alginate Rope Length (12") (Not less than 12")	2	325	650
67.	Absorbable Gelatin Sponge Hemostat	500	360	180000
68.	Suction Catheter (All Sizes)	200	45	9000
69.	Nelton Drain (All Sizes)	500	37	18500
70.	Colostomy Bags (Simple)	20	115	2300
71.	Colostomy Bag (One piece drainable pouch with skin barrier) Custom Cut, clamp for every five bag.	500	410	205000
72.	Colostomy bag (two piece system with drainable pouch custom cut)	1000	850	850000
73.	Autoclave Strips.	5000	16	80000
74.	Autoclave Tape.	5	645	3225
75.	True Cut Biopsy Needle (Semi-Automatic) All Size 14, 16, 18.	70	2500	175000
76.	Thermometer Oral Glass Type	500	250	125000
77.	Steri Strips	300	250	75000

78.	Surgical Blade (All Sizes)	5	100	500
79.	Skin Grafting Blade (Hamby's knife)	5000	45	225000
80.	Derma Carrier 1x3, 1x9	10	2220	22200
81.	Air Cushion Rubber.	2	3900	7800
82.	Disinfectant/Sterilized Solution for Medical Equipment's (Registered from DRAP) Made in USA / Europe & Japan	50 Ltr	4857 Ltr	242850
83.	Disinfectant Solution for Surface free from Glutaraldehyde (Registered from DRAP) Made in USA / Europe & Japan	150 Ltr	2899 Ltr	144950
84.	Compression Elastic Stocking Above Knee.	10	1200	12000
85.	Compression Elastic Stocking Below Knee.	10	1075	10750
86.	Stomahesive Paste	500	1145	572500
87.	Stomahesive Powder	5	1225	6125
88.	Disposable Diathermy Lead.	1000	225	225000
89.	Examination Gloves (Latex Pre-Powder) Pack of 100	4000 Box	845	3380000
90.	N.G Tube Size 3-10.	1200	25	30000
91.	N.G Tube Size 12-22.	300	45	13500
92.	Abdominal Sponge (30x30cm)	4000	63	252000
93.	Liner Cutter 60mm, 80mm, 100mm	03	34496.28 34496.28 51175.80	103489 103489 153527
94.	Reload Liner Cutter 60mm, 80mm, 100mm	03	9081.54 12246.04 18827.64	27245 110214 56483
95.	Disposable Clip Applier 10mm.	2	300	600
96.	Circular Stapler Sizes (21,25,29,33mm)	1	44226	44226
97.	Rubber band for Band Ligation.	200	50	10000
98.	Disposable General Surgery Kit (Complete Set)	5	2450	12250
LAPAROSCOPIC INSTRUMENTS				
99.	Disposable Laparoscope's ports 5mm	100	6500	650000
100.	Disposable Laparoscope's ports 10mm	100	6995	699500
101.	Disposable Laparoscopic scissor 5mm	1	9500	9500
102.	Disposable Laparoscopic Grasper 5mm	1	9250	9250
103.	Disposable Laparoscopic Dissector 5mm	1	9250	9250

104.	Disposable Laparoscopic Babcock 5mm	1	9750	9750
105.	Disp Camera Cover (Polythene)	100	326	32600
106.	L-Hook Dissector	1	29500	29500
107.	Liver Fan Retractor	1	3000	3000
108.	Disp Tooth Grasper	1	9200	9200
109.	Knot Carrier	1	2000	2000
110.	Hernia stapler for mesh fixation	1	18322.2	18322
111.	Suction irrigation Device for laparoscopic 5mm	1	8500	8500
112.	Suction irrigation Device for laparoscopic 10mm	1	8750	8750
113.	Endoloop (Polyglaction 910, Size 0, 45cm Length)	1	15795	15795
114.	Harmonic Ace +36cm length with adaptive tissue technology	1	133380	133380
115.	Harmonic Ace +23cm length with adaptive tissue technology	1	133380	133380
116.	Harmonic focus curved shear with torque wrench and grip assist 9cm long	1	110916	110916
117.	Harmonic Blue Hand Piece and Blue Test Tip	1	491400	491400
118.	Harmonic Gray Hand Piece and Gray Test Tip	1	491400	491400
119.	Contour Curved Cutter Stapler 40mm contains 46 titanium staples (thick), with one reload (open staple height 4.7mm & close staple height 2mm)	1	65000	65000
120.	Reload for Contour Curved Cutter Stapler (open Staple height 4.7mm & close staple height 2mm) 40mm contains 46 titanium staples (thick)	1	35000	35000
121.	Endoscopic Articulating Liner Cutter Stapler 45mm with 340mm shaft length	1	92102.4	92102
122.	Endoscopic Articulating Liner Cutter Stapler 60mm with 340mm shaft length	1	92102.4	92102
123.	Reloads for Endoscopic Articulating Liner Cutter Stapler 45mm (White, Blue Gold & Green)	1	30326.4	30326
124.	Reloads for Endoscopic Articulating Liner Cutter Stapler 60mm (White, Blue Gold & Green)	1	30326.4	30326
125.	Skin Staple Extractor	1	2358.72	2359
UROLOGY ITEMS				
126.	Foley's Catheter (2-way) 8, 10. Fr With styllite	100	201.24	20124
127.	Foley's Catheter (2-way) 12, 14, 16, 18, 20 Fr.	2000	138.06	276120
128.	Foley's Catheter (3-way) 20, 22, 24 Fr.	175	795.6	139230
129.	TUR Irrigation Set	100	292.5	29250
130.	External Urinary Catheter/ Condom Catheter	25	45	1125

	(Western Tube)			
131.	Suprapubic catheter. 12, 14,16 FR	25	6480	162000
132.	Urine Bag Ordinary 2000ml.	5000	54.95	274750
133.	Urine Bag A-type 2000ml	100	105	10500
134.	Urine Bag Infant (with fine sticking).	50	17	850
135.	Ureteric Catheter Adults 4,5,6FR.	1	1625	1625
136.	Ureteric Catheter Peads 3fr.	1	1575	1575
137.	Double J stent with guide wire with pusher Adult.	10	4250	42500
138.	Double J stent with guide wire with pusher Peads.	1	4250	4250
139.	PCN Set.	12	9950	119400
140.	Silicon Foley's Catheter 2 way 10,12,14,16,18FR	75	499	37425
141.	Guide Wire Straight All Size	25	1053	26325
142.	TUR Loops Compatible (Olympus)	1	5265	5265
143.	Prostate Evaporation Loop / Storz Compatible. Bipolar (Olympus/Wolf)	5	35950	179750
144.	Prostate Resection Loop / Storz Compatible. Bipolar(Olympus/Wolf)	5	24500	122500
145.	Balloon Dilated for PCNL	1	1000	1000
146.	Zebra Guide Wire	1	850	850
147.	Sensor Guide Wire	1	7000	7000
148.	Ureteric Dilatorn	1	8000	8000
RADIOLOGY ITEMS-				
149.	Ultrasound gel 5kg can.	30	850	25500
150.	Ultrasound Thermal Paper (High Density).	75	1228.5	92138
151.	3 – Way stopper with extension tubing.	500	57	28500
152.	Braum Sulphate Powder	2	1345.5	2691
153.	Braum Enema Bag	1	999.4	999
154.	Disposable injector Syringe for C.T 200ml	12	4700	56400
155.	Tru Cut automated biopsy needles/monopty guns 18G & 16G (with different length)	10	4500	45000
156.	Coxial Biopsy Needle Set 20 Guage for lung biopsy (Cook)	5	5000	25000
ENT ITEMS				

157.	Grommets Shepherd	1	4095	4095
158.	Tracheostomy Tube (Disposable With Cuff) All Sizes	2	700	1400
159.	Tracheostomy Tube (Disposable Without Cuff) All Sizes	2	700	1400
160.	Disposable Tongue Depressor	200	8.775	1755
161.	Internal Nasal Splints	10	4680	46800
162.	External Nasal Splints	10	4095	40950
163.	BIPP Paste	10	1158.3	11583
164.	Silver Nitrate crystal (99%)	1 Pack	2000	2000
165.	Double Lumen Tracheostomy Tube (Portex)	2	500	1000
166.	10% Lignocaine Spray	2	500	1000
DISPOSABLE ORTHOPEDIC ITEMS				
167.	Philadelphia Collar.	1	1800	1800
168.	Cervical Collar (Soft) Small, Medium, Large.	100	249	24900
169.	Cervical collar (hard) Adjustable Small, Medium, Large.	50	475	23750
170.	Adjustable Hard Collar for Cervical Traction.	1	600	600
171.	Tubi-Grip Above Knee Small, Medium, Large. All Size (1-Meter Length)	1000	90	90000
172.	Skin Traction Kit Non Sticking	50	250	12500
173.	Polysling.	50	335	16750
174.	Wrist Splint.	1	349	349
175.	Elbow Immobilizer.	1	90	90
176.	Shoulder Immobilizer.	1	200	200
177.	Knee Immobilizer.	50	875	43750
178.	Kneecap/Support.	50	175	8750
179.	Stockinet.	10	70	700
180.	Lumbosacral Corset. Dargo Lumber Brace	1000	450	450000
181.	Wrist Brace Right and Left	50	175	8750
182.	Synthetic Splint 4" Synthetic Splint 6"	1 1	450	450 450
183.	Scotch Cost 3"	20	555	11100
184.	Scotch Cost 4"	10	555	5550

185.	Scotch Cost 5''	10	658	6580
186.	Disposable Sterilized Operation Kit	10	780	7800
187.	Disposable Sterilized Gown	20	799	15980
188.	Disposable Sterilized U-Drape	2	228	456
189.	Hinged Knee Brace	5	1662.8	8314
190.	Ortho Cotton Roll 4''/50	10	280	2800
191.	Ortho Cotton Roll 6''/100	50	98	4900
192.	Thumb Spiral Brace	50	112	5600
193.	Tennis Elbow Grip	20	100	2000
DISPOSABLE GYNAE ITEMS				
194.	Cord Clamp (Fine Quality)	1000	20.47	20470
195.	Wrist Band (Identification For New Baby Born)	500	10.9	5450
196.	Ring Pessery (All Sizes)	20	2334.15	46683
197.	CTG Printer Paper compatible with machine	50	550	27500
198.	Sterile Vaginal Speculum	10	450	4500
199.	Pippel Tube with 4 Hole Adequate Endometrine Sampling	5	719	3595
200.	Ayres Spatulla mooden	5	45	225
201.	Disposable Polythene Apron	10	22.81	228
202.	Disposable Operation/ C-Section Kit (Complete Set)	20	4890.6	97812
203.	Disposable Laparotomy Kit (Complete Set)	20	1000	20000
204.	Manual Vacuum Aspirator	2	1000	2000
DISPOSABLE PEDIATRICS ITEMS				
205.	Butterfly Needles (All Sizes)	1000	24	24000
206.	Burette 100ml with Metal Tip Dropper in (Flexible Chamber)	1000	184.86	184860
207.	Breathing Circuit with Water trap (Child/Infant)	10	1000	10000
208.	Breathing Circuit (Child/infant)	10	500	5000
209.	Bulb Sucker Disposable	100	145	14500
210.	Non-Rebreathing Mask (Infant)	100	209	20900
211.	CPAP (Neonatal/ Infant) /HIPAP	10	1500	15000
212.	Bacterial / Viral Filter (Child/infant)	50	250	12500
213.	Ambu bag Disposable (Child/infant) (e- Sheet Off Valve)	10	2000	20000
214.	Easy Drain Size 06,08 Fr	5	2500	12500
215.	Disposable Dignity Sheet	25	55	1375
216.	CPAP Nasal Canola	5	1000	5000

217.	Soft Padded Face Mask (Neonatal) / Silicon Disposable Face Mask	5	575	2875
218.	Heimlich Valve	2	1000	2000
219.	Suction Catheter Neonates (Soft) Size 7,8	2	300	600
DISPOSABLE CHEST ITEMS				
220.	Blood Transfusion Set.	5	120	600
221.	Incentive Spiro Meters Lung Volume Exerciser	3	330	990
222.	Chest Tube Without Trocar (All Sizes)	25	414.18	10355
223.	Chest Bottle Single Chamber.	25	3109.86	77747
224.	Chest Bottle Three Chamber.	15	3500	52500
225.	Disposable Mount Piece	5	150	750
226.	ECG Roll 63mm x 30 Meter.	10	175	1750
227.	ECG Roll 80mm x 20 Meter.	50	185	9250
228.	Mucous Collector	2	140	280
229.	Heimlich Valve	2	1000	2000
230.	Easy Drain Set Size 10,12	2	500	1000
EYE DISPOSABLE ITEM				
231.	Disposable Surgical Eye Sheets (7cmX9cm)	100	115	11500
232.	Puff Tonor Pinter Roll	100	120	12000
233.	Disposable Needle 27 G	300	6.43	1929
234.	OCT Machine Printing Roll	10	150	1500
235.	B-Scan Machine Printing Roll	7	100	700
236.	Auto Refraction Printing Roll	5	275	1375
COVID & PANDEMIC ITEMS				
237.	Tyvek Kit	5	175	875
238.	Infrared Thermometer	1	3000	3000
239.	Isolation Gown	50	158.94	7947
240.	Blood Sugar Strips with lancet (pack/50)	20000	17.7	354000
Total				2,54,54,309/-

Total Cost: 2,54,54,309/-

❖ LIST OF ITEM (SURGICAL SUTURES)

Sr.No	NAME OF ITEMS WITH SPECIFICATION.	Estimated Demand in Units	Estimated Price	Total
1.	Chromic catgut no. (0)	150	112	16800
2.	Chromic catgut no. (1) 40mm R.B	2000	112	224000
3.	Chromic catgut no. (2) 40mm R.B ½ circle	1500	112	168000
4.	Chromic catgut no. (2/0) 30mm R.B	30	112	3360
5.	Chromic catgut no. (3/0) 20mm R.B	72	112	8064
6.	Chromic catgut no. (4/0) 20mm R.B curved	36	112	4032
7.	Liga clip medium/large	250	755	188750
8.	Liga clip LS 200,300,400	60	795	47700
9.	Ethilon (10/0).	150	1458	218700
10.	Poly Dioxanone (4/0) 20mm R.B ½ circle.	120	485	58200
11.	Poly Dioxanone (5/0) ½ circle.	60	485	29100
12.	Poly glycolic Acid no. (0) 40mm R.B	192	286	54912
13.	Poly glycolic Acid no. (1) 40mm R.B.	4000	286	1144000
14.	Poly glycolic Acid no. (2) 40/45mm R.B.	790	292	230680
15.	Poly glycolic Acid no. (2/0) 30mm R.B	700	245	171500
16.	Poly glycolic Acid no. (3/0) 30mm R.B	430	245	105350
17.	Poly glycolic Acid 4/0 R,B	144	245	35280
18.	Propylene no. (0) 40mm R.B.	12	265	3180
19.	Propylene no. (1) 40mm R.B.	720	220	158400
20.	Propylene (2/0) 25,30mm R.B.	384	220	84480
21.	Propylene no. (2/0) 60mm straight needle.	3000	220	660000
22.	Propylene (3/0) 20mm,30mm R.B.	230	234	53820
23.	Propylene no. (3/0) 60mm straight needle.	12	779.75	9357
24.	Propylene (4/0) 16mm ,20mm R.B.	106	495	52470
25.	Propylene (6/0) Double Needle 13mm.	24	580	13920
26.	Poly Propylene mesh large 30x30cm	12	8600	103200
27.	Poly Propylene mesh medium 15x15cm	40	3215	128600
28.	Poly Propylene mesh small 6x11cm	165	2470	407550
29.	Propylene tension suturing size 1, 90 mm cutting.	12	1000	12000
30.	Black silk no. 0 Straight Cutting.60mm	500	98	49000
31.	Black silk no. 1 30mm ½ circle. R.B	750	98	73500
32.	Silk no. (2/0) 30mm ½ circle. R.B	24	98	2352

33.	Silk no. (2/0) straight.60mm	192	98	18816
34.	Silk no. (3/0) R.B ½ circle.	48	98	4704
35.	Silk no. (4/0) ½ circle R.B.	12	98	1176
36.	Skin Staples.	350	655	229250
37.	Composite mesh (All Size)	1	55500	55500
Total				48,29,703/-

Total Cost = 48,29,703/-

❖ LIST OF ITEM FOR ORTHOPEDIC IMPLANTS

Sr. No	NAME OF ITEMS WITH SPECIFICATION	Estimated Demand	Estimated Price	Total
1.	1/3 TUBULAR PLATE 3.5MM. <ul style="list-style-type: none"> • 4 H • 5" • 6" • 7" Accessories	03 03 03 02	224 224 224 196	672 672 672 392
2.	A WIRE + K WIRE (All Type)	150	54	8100
3.	AUSTIN MOORE HIP PROSTHESIS (standard stem/narrow stem) size 38 to 52mm <ul style="list-style-type: none"> • Sterilized • Non sterilized 	20	2610	52200
4.	BIPOLAR HIP PROSTHESIS. With bone cement Full Range (European/Japan/USA)	04	60000	240000
5.	BIPOLAR HIP PROSTHESIS. (Cement less) Full Range (Imported)	04	80000	320000
6.	BONE CEMENT WITH GENTAMYCIN	03	7020	21060
7.	BONE CEMENT SIMPLE	03	5850	17550
8.	BONE STAPLES SET OF THREE	02	298	596
9.	Bone substitute 10 cc 20 cc	03 03	12870 23400	38610 70200
10.	Bone wax	04	4874	19496
11.	BRAUN'S EXTENSION SPLINT	05	3350	16750
12.	CALIBRATED GUIDE WIRE	01	184	184
13.	CANCELEOUS BONE SCREWS 4.5 mm dia, 32 mm thread with washers length up to 110 mm	01	108	108
14.	CANCELEOUS BONE SCREWS 4mm dia, length up to 50 mm (Fully threaded)	01	138	138
15.	CANCELEOUS BONE SCREWS 4mm dia, length up to 50 mm (Half threaded)	01	134	134
16.	CANCELEOUS SCREWS FULLY THREADED (HALF THREADED) 3.5mm, 10-600mm	01	148	148
17.	CANCELLOUS BONE SCREWS 6.5 mm dia length up to 110mm Fully threaded) and 32 mm and 16mm threaded	01	148	148
18.	Cannulated Drill Bit i. 2.7mm- ii. 3.2mm iii. 3.5mm iv. 6.5mm	01	268 274 274 274	268 274 274 274

19.	Cannulated screw 3mm dia length up to 110mm. i. 3.5mm“ “ “ “ “ “ “ “ “ “ ii. 4.0“ “ “ “ “ “ “ “ “ “ iii. 6.5 mm “ “ “ “ “ “ “ “ “ “ iv. 7.0mm “ “ “ “ “ “ “ “ “ “	01	348	348
20.	Drill Bit with Diamond Tip	01	774	774
21.	CERVICAL SPINE PLATE.	01	2974	2974
22.	CHARNELY COMPRESSION CLAMP	01	2174	2174
23.	CONDYLAR BLADE PLATE 90 DEGREES. <ul style="list-style-type: none"> • 5 H X 50mm • “ 60mm • “ 70mm • ‘ 80mm • 7H x 50mm • 60mm • 70mm • 80mm • 9H x 50mm • 60mm • 70mm • 80mm • 12H x 50mm • 60mm • 70mm • 80mm • 14 H x 50mm • 60mm • 70mm • 80mm • 16 H x 50mm • 60mm • 70mm • 80mm • 18 H x 50mm • 60mm • 70mm • 80mm 	01	1200	1200
24.	CORTICAL BONE SCREW 3.5 mm dia length up to 60mm.	350	44	15400
25.	CORTICAL BONE SCREWS 2.5 mm dia length up to 40mm.	01	44	44
26.	CORTICAL BONE SCREWS 4.5 mm dia length up to 70mm	350	44	15400
27.	CORTICAL BONE SCREWS 2 mm dia length 4-16mm.	01	44	44

28.	Malleolar screw 4.5 mm length 16mm up to 70 mm	01	108	108
29.	D.C.P BROAD 4.5 MM. <ul style="list-style-type: none"> • 6 H • 7 • 8" • 9" • 10" • 11" • 12" • 14" 	01 01 01 01 01 01 01	288 336 384 432 480 528 576 672	288 336 384 432 480 528 576 672
30.	D.C.P NARROW 4.5. <ul style="list-style-type: none"> • 6 H • 7" • 8" • 9" • 10" • 11" • 12" 	01 01 01 01 01 01 01	264 308 352 396 440 484 528	264 308 352 396 440 484 528
31.	D.C.S 95 DEGREE (COMPLETE SET) <ul style="list-style-type: none"> • 4H to 8H • 10H to 14H 	01 01	248 348	248 348
32.	D.H.S 135 DEGREE e-Leg Screw (Complete Set). <ul style="list-style-type: none"> • 4 H • 5 " • 6" • 7" • 8" • 9" • 10" • 12" 	05 05 02 02 01 01 01 01	1575 1663 1750 1838 1925 2000 2100 2448	7875 8315 3500 3676 1925 2000 2100 2448
33.	DENHIM PIN	01	475	475
34.	DRILL BIT 1.5mm,2.7mm,3.2mm,3.5mm, 4.5mm,5mm,6.5mm.	25 25	248 298	6200 7450
35.	ENDER NAILS	01	1274	1274
36.	EXTERNAL FIXATOR Compression distraction	01	3474	3474
37.	EXTERNAL FIXATOR double rod with 06 schanz screw (Imported)	01	4959	4959
38.	EXTERNAL FIXATOR double rod with 6 schanz screw (Imported) <ul style="list-style-type: none"> i. For – Tibia/Femur ii. For – Radius/Ulna 	05 05	3200 3200	16000 16000

39.	EXTERNAL FIXATOR T CLAMP	01	689	689
40.	FIXATOR INTERNI (complete set)	01	9748	9748
41.	GIGGLY SAW	30	114	3420
42.	GUIDE WIRE FOR D.H.S	40	123	4920
43.	Herbert's screw (imported)	01	1907	1907
44.	HUMERUS SIMPLE NAIL	01	1489	1489
45.	I/M nailing for children with complete set (flexible)	01	3500	3500
46.	Inter French Screws	01	2200	2200
47.	INTER LOCKING NAIL FOR HUMERUS (complete set) <ul style="list-style-type: none"> • Reamed • Un reamed 	10	2800	28000
48.	Inter Locking Nail For Tibia with Dynamic Screw Hole +AP Locking Option (Complete set) <ul style="list-style-type: none"> • Reamed • Un reamed 	20	2900	58000
49.	INTERLOCKING NAIL FOR FEMUR (with Dynamic Screw Hole + AP Locking Option) (Complete set) <ul style="list-style-type: none"> • Reamed • Un reamed 	20	2900	58000
50.	Proximal Femoral Nail (Imported)	01	34500	34500
51.	Reconstruction Nail (Imported)	01	7500	7500
52.	Fixator for Pelvic	01	9537	9537
53.	KIRSCHNER NAIL (I/M NAIL FOR FEMUR) 6 to 9 mm dia and length 14 to 40 cm 10 to 14 mm dia and length 14 to 40 cm	01	1717	1717
54.	KIRSCHNER NAIL (I/M NAIL FOR TIBIA) 6mm dia and length 18 to 34 cm 10 to 14 mm dia and length 14 to 40 cm	01	1717	1717
55.	KNOWLE' S PIN	01	475	475
56.	L BUTTRESS PLATE. <ul style="list-style-type: none"> • 4, 6 H • 8, 10 H 	01	675 675	675 675
57.	L C D C plates 4.5 <ul style="list-style-type: none"> • 6 H • 8 " • 9 " • 10 " 	01	124 744 992 1116 1240	124 744 992 1116 1240
58.	L C D C plates.	01	89 534	89 534

	Small fragment <ul style="list-style-type: none"> • 6 H • 7 “ • 6 “ 		623 712	623 712
59.	LCP Locking Compression Plate with locking screw (Complete Set) <ul style="list-style-type: none"> i. Proximal femmur plate ii. Distal Femur plate iii. Proximal tibia plate iv. locking plate 3.5, 4.5mm (Distal Radius) 5- Distal medial tibial plate 6- Distal lateral tibial plate 7- Olecrinon plate 8- Proximal humerus plate(philos) 9- Distal lateral humeral plate 10-Distalmedial humeral plate v. Clavicle plate vi. Pelvis plate vii. Ankle/calcaneus viii. Narrow plate 4.5mm ix. Broad plate 4.5 mm x. DHS Plate 4.5mm xi. Y-Plate Elbow 	01 01	3900 3900 3900 3674 3874 3874 3474 3474 3474 3874 3874 7774 7774 7774 1489 1889 2174 2074	3900 3900 3900 3674 3874 3874 3474 3474 3474 3874 3874 7774 7774 7774 1489 1889 2174 2074
60.	MINI FRAGMENT PLATE. <ul style="list-style-type: none"> • 4” • 5” • 6” 	01	256 320 384	256 320 384
61.	MOSS MIAMI set with two screws outer & inner. Optional accessories <ul style="list-style-type: none"> a. Transverse connector b. Pedicle hook c. Laminar hook d. Laminar hook angled e. Laminar hook narrow f. Laminar hook wide g. Angled supra laminar right h. Angled supra laminar left i. External body laminar hook j. Off set body hook k. Inner l. Outer m. Washer 	01	3500 1000 4500	3500 1000 4500
62.	N-A FIXATOR with shanz screws <ul style="list-style-type: none"> • Small • Medium • Large 	05	3790	18950

63.	ORTHO FIX (External fixator) <ul style="list-style-type: none"> • Small • Medium • Large 	01	3389 3489 3989	3389 3489 3989
64.	PERTROCHANTERIC BLADE PLATE 95 DEGREE. Blade Length 50,60,70,80,90,95,100,105, 110MM Plate Length 4, 6, 9, 12 Hole	01	2650	2650
65.	RECON NAIL SYSTEM (IMPORTED) for Femur.	01	30000	30000
66.	RECONSTRUCTION PLATES (Y PLATES) <ul style="list-style-type: none"> • 6 H to 8 H • 12 H to 14 H 	01 01	989 1489	989 1489
67.	RETROGRADE INTERLOCKING NAIL FOR FEMUR (Complete set)	01	14500	14500
68.	Revision knee (Europe/Japan/USA)	01	400000	400000
69.	Revision Knee with Augmentation Blocks ((Europe/Japan/USA))	01	580000	580000
70.	Total Shoulder Replacement Reverse (Europe/Japan/USA)	01	575000	575000
71.	Total Shoulder Replacement Reverse (Non-Cemented) (Europe/Japan/USA)	01	680000	680000
72.	Total Elbow Replacement (Europe/Japan/USA)	01	350000	350000
73.	Shoulder Arthroplasty. (Europe/Japan/USA)	01	350000	350000
74.	RING FIXATOR full ring+ attachments (made up of two half rings) <ul style="list-style-type: none"> • Dia 130mm • “ 140mm • “ 150mm • “ 160mm • “ 170mm • “ 180mm 	01	2474 2474 2774 2774 2774	2474 2474 2774 2774 2774

75.	Link Modular Proximal Tibial Replacement implants Set Consisting of 1-Link Proximal Tibial Replacement component 2-Link Femoral Itr Condylar component 3-LinkCement –less Segiment Spacer for Tibia 4- Link Central Coupling Connector 5-Link Stem Cemented for Tibial Component 6- Link Stem Cemented for Femoral Component 7- Link Supporting Ring for Tibial 8-Centralizer for Femur 9- Centralizer for Tibia 10-Cement Restrictor for Femur 11--Cement Restrictor for Tibia 12-Bone Cement Genta	01	1653800	1653800
76.	RUSH NAIL (ALL SIZES)	01	398	398
77.	Expert Tibial Nail (Imported)	01	22888	22888
78.	SEMI TUBULAR PLATE 3.5MM. • 5 H • 6” • 7” • 8” • 10”	01	58 290 348 406 464 580	58 290 348 406 464 580
79.	SHANZ SCREWS (Imported) 2MM 4MM 6.5MM	05	286 286 286	1430 1430 1430
80.	SMALL “T” PLATE 3.5 MM. • 3 H • 4” • 5” • 6” • 8”	01	68 204 272 340 408 420	68 204 272 340 408 420
81.	SMALL DCP Plate 3.5MM. • 5H • 6” • 7” • 8” • 10”	01 01 01 01 01	220 264 308 352 375	220 264 308 352 375
82.	SPOON PLATE. • 5 H • 6” • 8”	01	370 444 592	370 444 592
83.	STANDARD “T” PLATE 4.5MM. • 3 H • 4” • 5” • 6” • 8” • 10”	01	74 222 296 370 444 550 550	74 222 296 370 444 550 550

	• 12”		550	550
84.	STEIN-MAN PIN	10	132	1320
85.	SUTURE WIRE (16 TO 22 SWG)/ CIRCLAGE WIRE	10	238	2380
86.	THOMAS SPLINT	01	2374	2374
87.	THOMPSON HEMIARTHROPLASTY PROSTHESIS 38-55mm with one bone cement	01	9000	9000
88.	Total Flex knee joints (Europe/Japan/USA)	02	175000	350000
89.	TOTAL HIP REPLACEMENT (MODULAR TYPE) with two packets of bone cement with gentamycin and cement plug.	04	72000	288000
90.	TOTAL HIP REPLACEMENT CEMENT- LESS (Europe/Japan/USA)	04	135000	540000
91.	Revision of Hip joint cemented and femoral long stem (Europe/Japan/USA)	01	150000	150000
92.	Revision of Hip joint (Non-cemented) (Europe/Japan/USA)	01	150000	150000
93.	TOTAL KNEE JOINTS (completer set) Femoral component- on Tibia component -one Articulating surface- one Patellar button -one Bone cement – 2 Pack with Gentamycin (Europe/Japan/USA)	10	169500	1695000
94.	Total Shoulder Replacement (Europe/Japan/USA)	01	150000	150000
95.	Uni compartment Knee	01	165000	165000
96.	Veterbroplasty cement	01	10530	10530
97.	WASHER FOR CANCELLOUS SCREWS	01	48	48
98.	Vertebral body cages	01	8474	8474
99.	Ace tabular cages for Hip (T.H.R)	01	6874	6874
100.	Drill bit (Imported) All Sizes	01	5274	5274
101.	Trocrochinaric Screw	01	1850	1850
102.	Bone stimulant agent	01	1000	1000
103.	Plate lets Rich Plasma	01	11115	11115
104.	Crespine Gel	01	1000	1000

Titanium Implants

105.	Broad D.C.P • 8 Hole • 9 “ • 10”	01	712 801 890	712 801 890
106.	D.C.S Complete set	01	5374	5374
107.	D.H.S Complete set	01	5374	5374

108.	<u>I/M Nail (Interlock with complete set)</u> <ul style="list-style-type: none"> • Tibia • Femur • Humurs 	01	6500	6500
109.	Narrow D.C.P <ul style="list-style-type: none"> • 8 Hole to 12 Hole • 9 “ “ • 10 “ ” • 12 ” “ 	01	592 666 740 888	592 666 740 888
110.	Small D.C.P <ul style="list-style-type: none"> • 6 Hole • “ • 8 “ 	01	724	724
111.	TITANIUM SCREWS <ul style="list-style-type: none"> • 3.5mm • 4.5 mm 	01	189 198	189 198
112.	<u>LCP Locking Compression Plate with locking screw (Complete Set)</u> <ul style="list-style-type: none"> xii. Proximal femmur plate xiii. Distal Femur plate xiv. Proximal tibia plate xv. locking plate 3.5, 4.5mm (Distal Radius) 5- Distal medial tibial plate 6- Distal lateral tibial plate 7- Olecrinon plate 8- Proximal humerus plate(philos) 9- Distal lateral humeral plate 10-Distalmedial humeral plate xvi. Clavical plate xvii. Pelvis plate xviii. Anicle / calcanious xix. Narrow plate 4.5mm xx. Broad plate 4.5 mm xxi. DHS Plate 4.5mm xxii. Y-Plate 	01	6800 6700 6800 6748 6800 6800 6274 6274 6274 6474 6400 6400 5800 3174 3674 4474 5400	6800 6700 6800 6748 6800 6800 6274 6274 6274 6474 6400 6400 5800 3174 3674 4474 5400
113.	<u>RING FIXATOR full ring+ attachments (made up of two half rings) Aluminum</u> <ul style="list-style-type: none"> • Dia 130mm • “ 140mm • “ 150mm • “ 160mm • “ 170mm • “ 180mm 	01	3474 3474 3574 3689 3689 3689	3474 3474 3574 3689 3689 3689

114.	<u>Hybrid Ex. Fix</u>	01	19500	19500
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Total Cost = 9715988/-

Disposable Surgical Items/ Small Medical Appliances	2,54,54,309/-
Surgical Sutures	48,29,703/-
Orthopedics Implants	97,15,988/-
<i>Total Amount</i>	<i>4,00,00,000/-</i>



**SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE**

FRAMEWORK CONTRACT FOR THE SUPPLY OF THE

DRY X-RAY & C.T SCAN FILMS

FOR THE FINANCIAL YEAR 2023-24

042-99330033



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

FRAMEWORK CONTRACT FOR THE SUPPLY OF THE DRY X-RAY & C.T SCAN FILMS FOR THE FINANCIAL YEAR 2023-24.

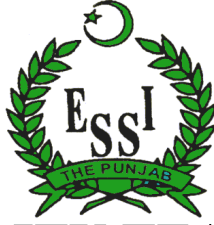
The Social Security Teaching Hospital Multan Road Lahore invites sealed bids from original manufacturers/ Sole agents of foreign principals/ Distributors, to conclude the Framework Contract for Supply of Dry X-Ray & C.T Scan Films for the financial year 2023-24 on FOR basis.

Interested bidders may get the bidding document along with detailed specifications from the admin office of the hospital from the date of publication of tender on submission of written request on original letter head along with payment of non-refundable tender fee of Rs. 1,000/- (One Thousand Only). The bidding document can also be downloaded from PPRA Website www.ppra.punjab.gov.pk & PESSI Website www.pessi.punjab.gov.pk.

Single stage two envelopes bidding procedure shall be adopted for the tender. The envelopes should be marked as “***Financial Proposal and Technical Proposal***” in bold and legible letters.

The bids shall accompany 3% Bid Security of the estimated price in the form of CDR/Bank Guaranty attached with the technical proposal. Interested bidders may submit their bids by **15.06.2023 and 10:30 AM** in the office of the undersigned which shall be opened on the same day i.e. **15.06.2023 and 10:45 AM** in presence of the representatives of the participating firms. Procurement shall be governed under Punjab Procurement Rules 2014 (amended). The tender can be cancelled as per Rule 35 of PPRA Rules 2014.

Medical Superintendent
Social Security Teaching Hospital
Multan Road Lahore.
042-99330033



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

Tender Fee	Rs.1000/-	(Non-Refundable)
Last Date of Issuance:	15/06/2023	till 10:00 AM
Receiving Date & Time:	15/06/2023	till 10:30 AM
Opening Date & Time:	15/06/2023	till 10:45 AM
Procedure:	Single Stage Two Envelopes Bidding Procedure	
Total Worth of Tender:	Rs. 99,84,400/- (PKR)	
Venue:	Conference Room, Social Security Teaching Hospital, Lahore	
Bid Security:	The bids shall accompany 3% Bid Security of the estimated price of the quoted items in the form of CDR/Bank Guarantee (with technical bid).	

SUBJECT: - FRAMEWORK CONTRACT FOR THE SUPPLY OF DRY X-RAY & C.T SCAN FILMS FOR THE FINANCIAL YEAR 2023-24

Instructions to the bidders, General Conditions of contract, special conditions of Contract & schedule of requirements are detailed in the bidding document along with the technical specifications available at PPRA Web Site www.ppra.punjab.gov.pk and PESSI website www.pessi.punjab.gov.pk.

PARTICULARS OF THE PARTICIPATING FIRM

Name of Firm _____

Name of authorized representative _____

I.D Card No. (CNIC) _____

Registration No. with Sales Tax Department _____

Income Tax No. (NTN) _____

CDR/Bank Guarantee Receipt No. & Date _____

Original Receipt for purchase of Tender (F-6) No and Date _____

Complete Address _____

Lahore Office Phone, Cell and Fax No. _____



**SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE**

Dated: / / 2023

PRICE SCHEDULE 2023-24

Must be attached (duly signed and stamped) with financial bid.

Tender No. _____ **Due on** _____

Manufactured by: _____

Address: _____

Validity: _____

Item #.	Brand Name of the Offered Item	Qty. Required	Regd . No.	Packing Offered	MRP Fixed By F.G.	Trade price	Price Offered (Inclusive of All applicable Taxes)		Value
							In figures	In words.	

Note:

1. Quoted price should not exceed the Trade Price.
2. In the financial bid the arithmetical errors shall be rectified on the following basis.
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - b) If there is discrepancy between words and figures, the amount in words shall prevail.
3. Furthermore, the firm is liable to furnish an affidavit to the effect that the quoted prices are not more than the prices quoted in any Government Institution/ Semi Government/ Autonomous Body.
- 4.

Signature of Authorized Person. _____

Name of Authorized Person: _____

Designation of Authorized Person: _____

Participating Firm Name: _____

Phone No. _____

Stamp: _____

“Check List (Mandatory) for Documentary Evidence”

Sr. #	Required Documentation	Checklist <i>(To be initialed by the Bidder against each document)</i>	Relevant Page Number in the Bid	Supporting Documents <i>(To be filled by the Bidder with name of the documents that are submitted to meet the requirement)</i>
1.	Original Tender Purchase Receipt (F-6)			
2.	3% Bid Security of the estimated prices.			
3.	Specification proforma duly completed			
4.	Copy of valid Registration Certificates.			
5.	Detail of Supply Order shall be provided which could be verified accordingly. Any false claim shall be considered as fraudulent practice.			
6.	Copy of Valid Manufacturing License			
7.	Copy of Valid Sale License for Sole Agents.			
8.	Valid Letter of Authorization from manufacturers / Sole Agency Agreement			
9.	Copy of NTN Certificate			
10.	Copy of Income Tax Return			
11.	Proof of Active Tax Payer			
12.	Copy of General Sales Tax Registration			
13.	Copy of valid ISO /FDA/CE/WHO and other certification as required in Evaluation Criteria. (where required)			

14.	<p>Undertaking on E-Stamp worth of Rs.100/- that</p> <ol style="list-style-type: none"> 1. Non-cancellation / suspension of registration of quoted product of the bidder. 2. Non-conviction from any court of law and black listing. 3. The prices quoted in SSTH are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. 4. Bidder must also provide the proof of availability of sufficient stock of the quoted item and in case contract is awarded no alternative brand shall be acceptable. 			
15.	Latest Price List			
16.	<p>Two Samples of each item in Commercial Packs (where required)</p> <p>Note: Specifications quoted in the Technical Offer will be verified from the samples provided with the bids.</p>			

EVALUATION CRITERIA FOR
DRY X-RAY & C.T SCAN FILMS FINANCIAL YEAR 2023-2024

PART-A: ELIGIBILITY CRITERIA

Sr. #	DESCRIPTION	YES/NO	PAGE #
1.	Original receipt for purchase of tender		
2.	3% Bid Security of the estimated price in the form of CDR/Bank Guarantee. (The original bank guarantee will be attached with technical bid)		
3.	Manufacturer Authorization Certificate / Sole Agency Certificate from Foreign Principal / Import documents for imported items		
4.	Minimum One year (01) business history from the date of Registration of Product		
5.	Acceptance of terms and condition, tender documents duly signed and stamped		
6.	Price Reasonability certificate		
7.	Undertaking on E-Stamp worth of Rs.100/- that, Non-cancellation / suspension of registration of quoted product of the bidder. Non-conviction from any court of law and black listing. The prices quoted in SSTH are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. Bidder must also provide the proof of availability of sufficient stock of the quoted item and in case contract is awarded no alternative brand shall be acceptable.		
Technically Qualified (TQ) or Technically Not Qualified (TNQ)			

Note: Only eligible firms will be scrutinized further for Part-B

Name of Item: _____ Manufacturer/Importer: _____

Brand Name: _____ Origin: _____

PART-B: ASSESSMENT PARAMETERS (BIDDERS)

SR. #	ASSESSMENT PARAMETERS	MARKS	Obtain Marks												
1.	NTN No. and GST registration & copy thereof NTN No.=05 GST No.=05	10													
2.	Financial Soundness of the firm (2020-21/ 2021-22) or last two Calendar Years <table border="1"> <tr> <td>i.</td> <td>Income tax paid certificate</td> <td>08</td> </tr> <tr> <td>ii.</td> <td>Balance Sheet</td> <td>08</td> </tr> <tr> <td>iii.</td> <td>Bank Statement</td> <td>04</td> </tr> </table> <p>If balance sheet and bank statement both are deposited than only marks of balance sheet (12 marks) would be counted. Tapering down phenomenon regarding rating of marks shall be applied on competitive firms.</p>	i.	Income tax paid certificate	08	ii.	Balance Sheet	08	iii.	Bank Statement	04	20				
i.	Income tax paid certificate	08													
ii.	Balance Sheet	08													
iii.	Bank Statement	04													
3.	Establishment of company/firm with reference to the Services. <table border="1"> <tr> <td>i.</td> <td>More than 05-years</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>03-05 years</td> <td>05</td> </tr> <tr> <td>iii.</td> <td>01-03 years</td> <td>03</td> </tr> </table>	i.	More than 05-years	10	ii.	03-05 years	05	iii.	01-03 years	03	10				
i.	More than 05-years	10													
ii.	03-05 years	05													
iii.	01-03 years	03													
4.	Overall reputation Certificate in reference to the Services <table border="1"> <tr> <td>i.</td> <td>Past performance certificate by the End user/ DMS in SSTH</td> <td>05</td> </tr> <tr> <td>ii.</td> <td>Private Sector /Public Sector</td> <td>05</td> </tr> </table>	i.	Past performance certificate by the End user/ DMS in SSTH	05	ii.	Private Sector /Public Sector	05	10							
i.	Past performance certificate by the End user/ DMS in SSTH	05													
ii.	Private Sector /Public Sector	05													
5.	Product Certification a) Certificates FDA/CE/ISO <table border="1"> <tr> <td>i.</td> <td>Any two Certificate</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>Any one Certificate</td> <td>05</td> </tr> </table>	i.	Any two Certificate	10	ii.	Any one Certificate	05	10							
i.	Any two Certificate	10													
ii.	Any one Certificate	05													
6.	Undertaking on E-Stamp paper that firm is not blacklisted in any Govt./Autonomous Body in last two years	10													
7	Brand Make and Model of the Product a) local product with <table border="1"> <tr> <td>i.</td> <td>International market</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>only local market</td> <td>08</td> </tr> </table> b) Foreign product <table border="1"> <tr> <td>i.</td> <td>In two or more continents</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>In single continent</td> <td>08</td> </tr> </table>	i.	International market	10	ii.	only local market	08	i.	In two or more continents	10	ii.	In single continent	08	10	
i.	International market	10													
ii.	only local market	08													
i.	In two or more continents	10													
ii.	In single continent	08													
8	Experience of quoted products in Govt. Institution/ Semi Govt. Institution/ Autonyms Body. <table border="1"> <tr> <td>i.</td> <td>Govt. Institution</td> <td>07</td> </tr> <tr> <td>ii.</td> <td>Semi Govt. Institution/ Autonyms Body</td> <td>03</td> </tr> </table>	i.	Govt. Institution	07	ii.	Semi Govt. Institution/ Autonyms Body	03	10							
i.	Govt. Institution	07													
ii.	Semi Govt. Institution/ Autonyms Body	03													
9	Length of Registration of Products with Ministry of Health. <table border="1"> <tr> <td>i.</td> <td>1-5 Years</td> <td>04</td> </tr> <tr> <td>ii.</td> <td>6-10 Years</td> <td>08</td> </tr> <tr> <td>iii.</td> <td>More Than 10 Years</td> <td>10</td> </tr> </table>	i.	1-5 Years	04	ii.	6-10 Years	08	iii.	More Than 10 Years	10	10				
i.	1-5 Years	04													
ii.	6-10 Years	08													
iii.	More Than 10 Years	10													
TOTAL		100													

Note: Acceptable Bids must score minimum of 65% marks.

**FRAME WORK CONTRACT FOR THE SUPPLY OF
DRY X-RAY & C.T SCAN FILMS
FOR THE FINANCIAL YEAR 2023-24**

INSTRUCTIONS TO BIDDERS

1. **Scope of Bid:** The Social Security Teaching Hospital Multan Road Lahore, invites sealed bids from original Manufacturers/Sole Agents of Foreign Manufacturers to conclude the framework contract for supply of Dry X-Ray & C.T Scan Films per quantities and specifications described in list of items financial year 2023-24 of the Bidding Documents.
2. **Source of Funds:** The Social Security Teaching Hospital, Multan Road Lahore, has allocated the budget from its own funds for this purchase under the relevant head of Account.
3. **Eligible bidders:** This Invitation for Bids is open to all Manufacturers and in case of imported goods, their Sole Agents / Importer in Pakistan for concluding the framework contract for the supply of advertised item. The importer /sole agent must possess a valid authorization from the Foreign Principal / Manufacturer and sale license issued by the competent authority in Pakistan and in case of manufacturer they should have a documentary proof of valid manufacturing license.
4. **Corrupt Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.**
 - 4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as “the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, 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 practices:
 - (i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain;

- (iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 (amended) Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.

5. **PROCEDURE:** The procedure followed will be SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE as mentioned in Punjab Procurement Rules 2014 (amended).

6. **Eligible Goods and Services:** For these purposes, the term “Goods” includes any Goods that are the subject of this Invitation for Bids as defined in General Condition of Contract

1(c) and the term “Services” shall include related services as defined in General Condition of Contract Clause 1(e).

7. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.
8. **Bidding for Selective Items.**
 - 8.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Specifications proforma for the year 2023-24. A Bidder is also at a liberty to bid for all the items Specifications. However, Bidders cannot bid for partial quantities of any item mentioned in Specifications.

THE BIDDING PROCEDURE

9. **Single stage – two envelopes bidding procedure shall be applied.**
 - 9.1 Single stage – two envelopes bidding procedure: -
 - i. the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
 - ii. the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
 - iii. in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;
 - iv. the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
 - v. during the technical evaluation no amendments in the technical proposal shall be permitted;
 - vi. after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
 - vii. the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders;
 - viii. the successful lowest bidder shall be awarded the contract;

THE BIDDING DOCUMENTS

10. **Content of Bidding Documents**
 - i. The goods required, applicable bidding procedures, and Contract Terms are prescribed in the Bidding Documents. In addition to the invitation for Bids, the Bidding Documents include: -
 - a. Instructions to bidders;
 - b. General Conditions of Contract;
 - c. Special Conditions of Contract;
 - d. Schedule of Requirements.
 - e. Delivery time, completion schedule and price schedule.
 - f. Contract Form;
 - g. Manufacturer’s Authorization Form;

- h. Bid Form;
 - i. Bid Evaluation Criteria
 - j. Technical specification proforma.
- ii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
 - iii Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.
11. **Clarification of Bidding Documents:** (1) No bidder shall be allowed to alter or modify his bid after the closing time for the submission of the bids.
- (2) The procuring agency may, if necessary after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid.
 - (3) Any request for clarification in the bid, made by the procuring agency and its response, shall invariably be in writing.

PREPARATION OF BIDS

12. **Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English.
13. **Documents Comprising the Bid:** The bid shall comprise the following components:
- (a) Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal);
 - (b) Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if bid is accepted;
 - (c) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents; and
 - (d) Bid Security, furnished in accordance with instruction to bidders.
14. **Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods.
15. **Bid Prices:**
- i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.
 - ii. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.
 - iii. The bidder should quote the prices of goods according to the technical specifications as provided in the Form of Price Schedule and Technical

Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.

- iv. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
 - v. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.
 - vi. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained during the financial year.
16. **Bid currencies:** Prices shall be quoted in Pak Rupees.

17. **Bidder's Eligibility and Qualification**

- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the 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 an eligible as defined under instruction to the bidders
- a. The Sole Agent / Importer shall have to produce letter of authorization from Foreign Principal and in case of local Manufacturer, documentary proof including valid drug manufacturing license / registration certificate, to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
- (a) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
 - (b) The bidder shall submit an affidavit on E-Stamp paper worth of Rs.100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (c) The bidder should have minimum **one-year experience in the market of all items except those having experience less than one**. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the **last one year**. Documentary proof shall have to be provided in this regard.
 - (d) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
 - (e) The bidder must indicate the registration number, make of country of origin / Manufacturer, capacity of production of the firm, its financial status.

(f) Bidder must also provide the proof of availability of sufficient stock of the quoted item and in case contract is awarded no alternative brand shall be acceptable.

(g) Proof of active taxpayer

18. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**

i. The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.

ii. Submission of sample:

a) The bidder must produce along with technical proposal, Two (02) samples of quoted product(s) (**Commercial pack**). No technical proposal / bid shall be considered in absence of samples.

19. **Bid security.** – The procuring agency may require the bidders to furnish a bid security equal to 3% of estimated price of respective item.

20. **Bid validity.** – (i) A procuring agency, keeping in view the nature of the procurement, shall subject the bid to a bid validity period.

(ii) The bids shall be valid for the period of 120-days.

(iii) Subject to sub-rule (5), a procuring agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period but, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all the bidders shall be requested to extend their respective bid validity period but such extension shall not be for more than the original period of bid validity.

(iv) A bidder who:

(a) agrees to the extension of the bid validity period shall also extend the validity of the bid bond or security for the extended period of the bid validity;

(b) agrees to the procuring agency's request for extension of bid validity period shall not be permitted to change the substance of the bid; and

(c) does not agree to an extension of the bid validity period shall be allowed to withdraw the bid without forfeiture of the bid security.

21. Extension of time for submission of bids. – If a procuring agency considers that it is necessary in public interest to extend the last date for the submission of the bids, it may, after recording reasons, do so in the manner similar to the original advertisement.

22. Format and Signing of Bid:

i. The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized by the firm. The person or person's signings the bid shall initial all pages of the bid, except for un-amended printed literature.

ii. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

23. SUBMISSION OF BIDS

- i.** All bids should be submitted in proper binding / ring binding / proper file cover.
 - ii.** The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. The inner and outer envelopes shall:
 - a.** be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
 - b.** bear the name and number indicated in the Invitation for Bids.
 - iii.** The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive”.
 - iv.** If the outer as well as inner envelope is not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.
24. **Deadline for Submission of Bids:** Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, not later than the time and date specified in the Invitation for Bids.
25. **Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder.
26. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its Bid Security pursuant to the instruction to bidders.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids

- i.** The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL” in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders’ representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process. On the day of opening of technical bid the technical officers of the firms shall be signed by the members of the Hospital Purchase Committee, whereas, only the envelope of the financial bids shall be signed by the members of the Hospital Purchase Committee for the transparency of the procuring process.
- ii.** The bidders’ names shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, and the presence or absence of requisite Bid Security and such other

details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

- iii. The financial bids found without Bid Security shall also be returned unannounced to the bidders; even they qualified in the evaluation of technical proposal. However, prior to return to the bidder, the Chairman of the Purchase Committee shall record statement / reason on such bids.
28. **Clarification of Bids:** During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted
29. **Preliminary Examination**
- i. The Procuring Agency shall examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed.
 - ii. In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. **If there is a discrepancy between words and figures, the amount in words shall prevail.**
 - iii. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
 - iv. If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.
30. **Applicable Bidding Procedure**
- “Single stage – Two Envelops bidding procedure” shall be applied.
Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:
- i. the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
 - ii. the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
 - iii. in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;

- iv. The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- v. during the technical evaluation no amendments in the technical proposal shall be permitted;
- vi. after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically responsive bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- vii. the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and the lowest evaluated bidder shall be awarded the contract;

31. **Contacting the Procuring Agency:** 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 Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid.

32. **Qualification & disqualification of bidders:** i) The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily. ii. The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by him concerning his qualification was false and materially inaccurate or incomplete. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

33. **Rejection of bids.** – Under Rule 35, PPRA Rules, the procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

(2) The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

34. **Announcement of Evaluation Reports.** – A procuring agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract.

35. **Grievance Redressal Committee:** -Under rule 67 of PPRA Rules 2014, any firm aggrieved of the evaluation report may submit in writing the grievance to Procuring agency within 10 days of the announcement of the evaluation report and the procuring agency shall nominate a Grievance Redressal Committee comprising of the odd number of members to address the grievance of aggrieved firms within 15 days of the receipt of the grievance of the firm. And the procuring agency shall inform the decision of the Grievance Redressal Committee to the firm.

AWARD OF CONTRACT

36 **Acceptance of Bid and Award Criteria:** - the Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed and having the lowest evaluated

bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

37. **Procuring Agency's right to vary quantities at time of award** The Procuring Agency reserves the right to increase or decrease, the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions.
38. **Negotiations**
PPRA Rules 2014 (amended rules) shall be followed.
39. **Notification of Award**
- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter, that its bid has been accepted.
 - ii. The notification of award shall constitute the formation of the Contract.
 - iii. If the successful bidder, after completion of all Codal Formalities shows inability to enter into the Framework Contract then their Bid Security shall be forfeited to the extent of the item for which the successful bidder shows inability and the firm may be blacklisted under the PPRA Rules. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder at the risk and cost of such firms.
40. **Signing of Framework Contract:**
- i. At the same time as the procuring agency notifies the successful bidder that its bid has been accepted, the procuring agency shall send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.
 - ii. Both the successful bidder and the procuring agency shall sign the framework contract (with date) on the E-stamp paper (0.25% of total order value) as per applicable laws. Thereafter, the procuring agency shall issue purchase order. If the successful bidder, after completion of all codal formalities shows inability to sign the framework contract then their bid security shall be forfeited and the firm may be blacklisted under the PPRA Rules. In such situation, the procuring agency may take the award to the next lowest evaluated bidder at the risk and cost such firms.
41. **Performance Security.**
- i. The successful bidder shall furnish the 5% Performance Security in shape of CDR/ Bank Guarantee (validity at least of 01-one year) accordance with the Conditions of Contract, provided in the bidding documents. The 3% bid Security would be returned to the bidder on request upon submission of Performance Security.
 - ii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the

annulment/termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder at the risk and cost of the firm.

- iii. Performance Security shall be retained for relevant financial year. The process of release of 5% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and subject to the satisfactory performance of the firm.

42. **Price Reasonability Certificate**

- i. The supplier shall certify on E-stamp paper that the prices quoted to SSTH against the items mentioned are not more than the Trade Prices as per MRP (Maximum Retail Price) as well as prices are not more than the prices quoted to any other Government / Semi Government and Private Institutions.

43. **Blacklisting**

PPRA Rules 2014 as well as amendment Notification No. S.O(Cabinet-I)2-9/2015 dated 06.01.2016 under Rule 21 issued by the Government of Punjab Services & General Administration Department (Implementation & Coordination Wing) shall be followed.

GENERAL CONDITIONS OF CONTRACT

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

- a. **“The Contract”** means the agreement proposed to be entered into between the procuring agency and the successful bidder.
- b. **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. Price reasonability certificate that the prices quoted are not more than the prices quoted in Health Department Govt. of the Punjab/ any other Government organization. The rates quoted should not be more than the trade price of the respective item.
- c. **“The Goods”** mean items in the specification proforma, which the Supplier is required to supply to the Procuring Agency under the Contract.
- d. **“The Specifications”** means the specifications of the items quoted.
- e. **“The Services”** means those services ancillary to the supply of goods, such as printing of special instructions on the label and packing, design, transportation SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD and other obligations as defined by procuring agency.
- f. **The Procuring Agency:** is the SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD.
- g. **“The Supplier”** means the individual or firm supplying the goods under this Contract

2. **Application:** These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract. In case if the general conditions of contract is in contrast to the special condition of contract then

3. The Supplier shall provide Two **(02) samples (commercial packs)**; free of cost along with the tender failing which the offers will not be accepted.

Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

4. **Delivery and Documents:** Any erasing/cutting/crossing etc. appearing in the offer must be properly signed by the person signing the tender. Moreover, all pages of the tender must be signed. Offer with any over writing in no circumstances shall be accepted
5. **Insurance** The supplier shall be solely responsible for the insurance of goods subject to the contract.
6. **Income Tax:** All applicable taxes whether International, Federal, Provisional or local shall be borne by the supplier.;
7. **Transportation:** The Supplier shall arrange such transportation maintenance of the goods as is required to prevent their damage or deterioration during transit to the final destination. The items shall be delivered at Social Security Teaching Hospital Multan Road Lahore. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid by the Supplier.
8. **Incidental Services:** The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should include in the total bid price.
9. **Payment:** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak. Rupees.
10. **Prices:** Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.
11. **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
12. **Delays in the Supplier's Performance:** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. The Procuring Agency may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Procuring Agency.
13. **Penalties/liquidated Damages:** In case of late delivery beyond the stipulated period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract.
14. **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or if the Supplier fails to perform

any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

15. **Force Majeure**

Notwithstanding the provisions of general conditions of contract, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis planning, mismanagement and/or lack of foresight to handle the situation.

16. **Termination for Insolvency**

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

17. **Governing Language:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

18. **Applicable Law**

This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

SPECIAL CONDITION OF CONTRACT

1. **Definitions;**

- i. The **Procuring Agency:** is the Social Security Teaching Hospital Multan Road
- ii. The **Supplier;** is the individual or firm supplying the goods under this contract.

2. **Bid Security;**

The bidder shall furnish, as part of its financial proposal / bid, the Bid Securities (refundable) in Pak Rupees **@ 3% of estimated price** in the shape of Bank Guaranty / CDR in the name Medical Superintendent Social Security Teaching Hospital Multan Road. However, the bid security of any successful bidder shall be returned upon submission of **Performance Security** after signing of contract and issuance of supply order in case of unsuccessful bidder, the bid security of the bidder shall be returned.

3. **Performance Security**

The successful bidders shall have to deposit Bank Guaranty / CDR of the amount equal to 5% of order value as performance security in the shape of Bank Guaranty / CDR on e-stamp paper worth of Rs.100/- in the name of Medical Superintendent Social Security Teaching Hospital Multan Road. Performance Security shall be retained for relevant financial year. The process of release of 5% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and upon satisfactory performance report.

If firms fail to submit performance security then the Bid Security shall be forfeited.

4. **Delivery and Documents.**

The supply order will be placed for the period from the date of its issuance of till 30th June, 2024 which may be extendable for further period of two months.

The Supplier shall provide all the relevant documents at the time of delivery of goods to Consignee' end duly completed in all respect for payment.

- i. Original copies of Delivery Note / Challan.
- ii. Original copies of the Supplier's invoices.
- iii. The firm will have to provide the valid professional tax exemption certificate.
- iv. NTN Certificate.
- v. Proof of updated / latest Active Taxpayer.

In case of items where its mandatory the contractor shall print "**PESSI PROPERTY NOT FOR SALE**" with indelible ink.

5. **Payment**

The Payment shall be in Pak Rupees after successful inspection of goods.

6. **Penalties/ Liquidated Damages.**

a. In case where the deliveries as per contract are not completed within stipulated period, the contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. The amount of 5% performance Guaranty to the extent of non-delivered portion of supplies of relevant item/items shall be forfeited. Institution may take any other punitive action according to the performance of the firm.

If the firm fails to fulfill the whole installments, the entire amount of Performance Guaranty/Security shall be forfeited and department may proceed against the firm including blacklisting under Rule 21 of PPRA Rules 2014. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

b. Any order placed erroneously shall have to be lifted back by the firm at its own cost.

c. The delivery period will be the 15-days from the date of issuance of supply order. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 0.5% per week** of the cost of late delivered supply shall be imposed.

d. Items with minimum 60% shelf life shall be accepted at the time of delivery and less than 60% shelf life shall be acceptable only on undertaking subject to approval of authority.

7. **Arbitration and Resolution of Disputes: -**

In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Medical Superintendent Social Security Teaching Hospital Multan Road Lahore or his nominee shall act as sole *ARBITRATOR*. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

8. **Governing Language:** The language of this Contract shall be in English.
9. **Applicable Law:** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

MANUFACTURER'S AUTHORIZATION FORM

To,

**MEDICAL SUPERINTENDENT,
SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE.**

WHEREAS M/s. _____ who are established and reputable Manufacturers having factory located at _____ do hereby authorize _____ to submit a bid, and subsequently negotiate and sign the Contract with you against No. _____ for the goods manufactured by the firm.

{Signature on behalf of manufacturer_____}

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent. It should be included by the bidder in its bid.

(Where Applicable)

CONTRACT FORM

THIS FRAMEWORK CONTRACT is made at -----on-----
-----day of----- 2023, between **Social Security Teaching Hospital Multan Road, Lahore** (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s-----
----- a firm registered under the laws of Pakistan and having its registered office at -----
(hereinafter called the “Supplier”) of the Second Part
(hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Procuring Agency invited bids for procurement of _____ in pursuance where of M/s ----- being the Manufacturer/ Sole Agent/ General Order Supplier of item in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of *item, along with cost per unit list enclosed.*

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. *Price Schedule submitted by the bidder,*
 - b. *Technical Specifications;*
 - c. *General Conditions of Contract;*
 - d. *Special Conditions of Contract; and*
 - e. *Procuring Agency’s Award of contract; and*
 - f. *Supply Order*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. 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 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 Social Security Teaching Hospital Multan Road, Lahore, except that which has been expressly declared pursuant hereto.

6. M/s. _____ 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. 7

7. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, M/s. _____ 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 M/s. _____ 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.

10 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. **MEDICAL SUPERINTENDENT, SSTH MULTAN ROAD LAHORE** or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

12. If the firms fail to provide the item, the payment of risk purchase/ the price difference shall be paid by the Firm

13. If the price quoted by the firm to the SSTH are more than the T.P prices or charged from any other government institution/hospital in the country for the same financial year, in such discrepancy the firm shall be bound to refund the prices charged in excess. Affidavit to this effect is also enclosed with the contract by the firm.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at **SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD, LAHORE** and shall enter into force on the day, month and year first above mentioned.

***Signed/ Sealed by the Manufacturer/ Signed/ Sealed by Procuring Agency**

<p>(Sign & Stamp) Authorized Person of the Firm</p>	<p>MEDICAL SUPERINTENDENT, SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE.</p>
<p>Witness</p>	<p>Witness (Concerned DMS)</p>



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

SCOPE OF THE WORK/ SPECIFICATIONS REQUIRED FOR FINANCIAL YEAR 2023-24

LIST OF ITEM (DRY X-RAY & C.T SCAN FILMS) F.Y 2023-2024

SR. NO.	NAME OF ITEMS WITH SPECIFICATION	Estimated Demand	Estimated Price per unite	Total
1.	Dry X-Ray Film Size 8" X 10"	15000	135	2025000
2.	Dry X-Ray Film Size 10" X 12"	25000	185	4625000
3.	Dry X-ray Film Size 10" x 14" (OR)	250	200	50000
4.	Dry X-ray Film Size 14" x 17" for C.T Scan	10200	322	3284400

Total Estimated Cost = 99,84,400/-

CASSETTES IP

SR. No.	Description:	Specification	Quantity required
1.	Cassettes with IPs	8" x 10" or Equivalent	01
2.	Cassettes with IPs	10" x 12" or 11"x14" Equivalent	03
3.	Cassettes with IPs	14 " x 17" or Equivalent	06
4.	Mammography	18" x 24" or Equivalent	02

Country of origin USA, Europe or japan.

Note:

- i. 1 CR system (mammography compatible) with UPS, one printer and 06 cassettes must be provided by the firm free of cost as requirement of the hospital.
- ii. Detail specification of the CR system and printer must be attached with the technical proposal.
- iii. Firm will be responsible for the maintenance and backup services with parts of the CR system and printer free of cost until the validity of the contract awarded to the firm for year 2023-24.
- iv. All these films must be supplied with envelopes of better quality paper printed as per department Specimen free of cost.
- v. Printer for CT Scan (Separate) provided by the firm free of cost.



**SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE**

FRAMEWORK CONTRACT FOR THE SUPPLY OF THE

HEARING AID & INTRAOCULAR LENS

FOR THE FINANCIAL YEAR 2023-24

042-99330033



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

FRAMEWORK CONTRACT FOR THE SUPPLY OF THE HEARING AID & INTRAOCULAR LENS FOR THE FINANCIAL YEAR 2023-24.

The Social Security Teaching Hospital Multan Road Lahore invites sealed bids from original manufacturers/ Sole agents of foreign principals/ Distributors, to conclude the Framework Contract for Supply of Hearing Aid & Intraocular Lens for the financial year 2023-24 on FOR basis.

Interested bidders may get the bidding document along with detailed specifications from the admin office of the hospital from the date of publication of tender on submission of written request on original letter head along with payment of non-refundable tender fee of Rs. 1,000/- (One Thousand Only). The bidding document can also be downloaded from PPRA Website www.ppra.punjab.gov.pk & PESSI Website www.pessi.punjab.gov.pk.

Single stage two envelopes bidding procedure shall be adopted for the tender. The envelopes should be marked as “*Financial Proposal and Technical Proposal*” in bold and legible letters.

The bids shall accompany 3% Bid Security of the estimated price in the form of CDR/Bank Guaranty attached with the technical proposal. Interested bidders may submit their bids by **15.06.2023 and 10:30 AM** in the office of the undersigned which shall be opened on the same day i.e. **15.06.2023 and 10:45 AM** in presence of the representatives of the participating firms. Procurement shall be governed under Punjab Procurement Rules 2014 (amended). The tender can be cancelled as per Rule 35 of PPRA Rules 2014.

Medical Superintendent
Social Security Teaching Hospital
Multan Road Lahore.
042-99330033



**SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE**

Tender Fee	Rs.1000/-	(Non-Refundable)
Last Date of Issuance:	15/06/2023	till 10:00 AM
Receiving Date & Time:	15/06/2023	till 10:30 AM
Opening Date & Time:	15/06/2023	till 10:45 AM
Procedure:	Single Stage Two Envelopes Bidding Procedure	
Total Worth of Tender:	Rs. 49,70,360/- (PKR)	
Venue:	Conference Room, Social Security Teaching Hospital, Lahore	
Bid Security:	The bids shall accompany 3% Bid Security of the estimated price of the quoted items in the form of CDR/Bank Guarantee (with technical bid).	

SUBJECT: - FRAMEWORK CONTRACT FOR THE SUPPLY OF HEARING AID & INTRAOCULAR LENS FOR THE FINANCIAL YEAR 2023-24

Instructions to the bidders, General Conditions of contract, special conditions of Contract & schedule of requirements are detailed in the bidding document along with the technical specifications available at PPRA Web Site www.ppra.punjab.gov.pk and PESSI website www.pessi.punjab.gov.pk.

PARTICULARS OF THE PARTICIPATING FIRM

Name of Firm _____

Name of authorized representative _____

I.D Card No. (CNIC) _____

Registration No. with Sales Tax Department _____

Income Tax No. (NTN) _____

CDR/Bank Guarantee Receipt No. & Date _____

Original Receipt for purchase of Tender (F-6) No and Date _____

Complete Address _____

Lahore Office Phone, Cell and Fax No. _____



**SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE**

Dated: / / 2023

PRICE SCHEDULE 2023-24

Must be attached (duly signed and stamped) with financial bid.

Tender No. _____ **Due on** _____

Manufactured by: _____

Address: _____

Validity: _____

Item #.	Brand Name of the Offered Item	Qty. Required	Regd . No.	Packing Offered	MRP Fixed By F.G.	Trade price	Price Offered (Inclusive of All applicable Taxes)		Value
							In figures	In words.	

Note:

1. Quoted price should not exceed the Trade Price.
2. In the financial bid the arithmetical errors shall be rectified on the following basis.
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - b) If there is discrepancy between words and figures, the amount in words shall prevail.
3. Furthermore, the firm is liable to furnish an affidavit to the effect that the quoted prices are not more than the prices quoted in any Government Institution/ Semi Government/ Autonomous Body.

Signature of Authorized Person. _____

Name of Authorized Person: _____

Designation of Authorized Person: _____

Participating Firm Name: _____

Phone No. _____

Stamp: _____

“Check List (Mandatory) for Documentary Evidence”

Sr. #	Required Documentation	Checklist <i>(To be initialed by the Bidder against each document)</i>	Relevant Page Number in the Bid	Supporting Documents <i>(To be filled by the Bidder with name of the documents that are submitted to meet the requirement)</i>
1.	Original Tender Purchase Receipt (F-6)			
2.	3% Bid Security of the estimated prices.			
3.	Specification proforma duly completed			
4.	Copy of valid Registration Certificates.			
5.	Detail of Supply Order shall be provided which could be verified accordingly. Any false claim shall be considered as fraudulent practice.			
6.	Copy of Valid Manufacturing License			
7.	Copy of Valid Sale License for Sole Agents.			
8.	Valid Letter of Authorization from manufacturers / Sole Agency Agreement			
9.	Copy of NTN Certificate			
10.	Copy of Income Tax Return			
11.	Proof of Active Tax Payer			
12.	Copy of General Sales Tax Registration			
13.	Copy of valid ISO /FDA/CE/WHO and other certification as required in Evaluation Criteria. (where required)			

14.	<p>Undertaking on E-Stamp Paper worth of Rs.100/- that</p> <ol style="list-style-type: none"> 1. Non-cancellation / suspension of registration of quoted product of the bidder. 2. Non-conviction from any court of law and black listing. 3. The prices quoted in SSTH are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. 4. Bidder must also provide the proof of availability of sufficient stock of the quoted item and in case contract is awarded no alternative brand shall be acceptable. 			
15.	Latest Price List			
16.	<p>Two Samples of each item in Commercial Packs (where required)</p> <p>Note: Specifications quoted in the Technical Offer will be verified from the samples provided with the bids.</p>			

EVALUATION CRITERIA FOR
HEARING AID & INTRAOCULAR LENS FINANCIAL YEAR 2023-2024

PART-A: ELIGIBILITY CRITERIA

Sr. #	DESCRIPTION	YES/NO	PAGE #
1.	Original receipt for purchase of tender		
2.	3% Bid Security of the estimated price in the form of CDR/Bank Guarantee. (The original bank guarantee will be attached with technical bid)		
3.	Manufacturer Authorization Certificate / Sole Agency Certificate from Foreign Principal / Import documents for imported items		
4.	Minimum One year (01) business history from the date of Registration of Product		
5.	Acceptance of terms and condition, tender documents duly signed and stamped		
6.	Price Reasonability certificate		
7.	Undertaking on E-Stamp Paper worth of Rs.100/- that, Non-cancellation / suspension of registration of quoted product of the bidder. Non-conviction from any court of law and black listing. The prices quoted in SSTH are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. Bidder must also provide the proof of availability of sufficient stock of the quoted item and in case contract is awarded no alternative brand shall be acceptable.		
Technically Qualified (TQ) or Technically Not Qualified (TNQ)			

Note: Only eligible firms will be scrutinized further for Part-B

Name of Item: _____ Manufacturer/Importer: _____

Brand Name: _____ Origin: _____

PART-B: ASSESSMENT PARAMETERS (BIDDERS)

SR. #	ASSESSMENT PARAMETERS	MARKS	Obtain Marks												
1.	NTN No. and GST registration & copy thereof NTN No.=05 GST No.=05	10													
2.	Financial Soundness of the firm (2020-21/ 2021-22) or last two Calendar Years <table border="1"> <tr> <td>i.</td> <td>Income tax paid certificate</td> <td>08</td> </tr> <tr> <td>ii.</td> <td>Balance Sheet</td> <td>08</td> </tr> <tr> <td>iii.</td> <td>Bank Statement</td> <td>04</td> </tr> </table> <p>If balance sheet and bank statement both are deposited than only marks of balance sheet (12 marks) would be counted. Tapering down phenomenon regarding rating of marks shall be applied on competitive firms.</p>	i.	Income tax paid certificate	08	ii.	Balance Sheet	08	iii.	Bank Statement	04	20				
i.	Income tax paid certificate	08													
ii.	Balance Sheet	08													
iii.	Bank Statement	04													
3.	Establishment of company/firm with reference to the Services. <table border="1"> <tr> <td>i.</td> <td>More than 05-years</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>03-05 years</td> <td>05</td> </tr> <tr> <td>iii.</td> <td>01-03 years</td> <td>03</td> </tr> </table>	i.	More than 05-years	10	ii.	03-05 years	05	iii.	01-03 years	03	10				
i.	More than 05-years	10													
ii.	03-05 years	05													
iii.	01-03 years	03													
4.	Overall reputation Certificate in reference to the Services <table border="1"> <tr> <td>i.</td> <td>Past performance certificate by the End user/ DMS in SSTH</td> <td>05</td> </tr> <tr> <td>ii.</td> <td>Private Sector /Public Sector</td> <td>05</td> </tr> </table>	i.	Past performance certificate by the End user/ DMS in SSTH	05	ii.	Private Sector /Public Sector	05	10							
i.	Past performance certificate by the End user/ DMS in SSTH	05													
ii.	Private Sector /Public Sector	05													
5.	Product Certification a) Certificates FDA/CE/ISO <table border="1"> <tr> <td>i.</td> <td>Any two Certificate</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>Any one Certificate</td> <td>05</td> </tr> </table>	i.	Any two Certificate	10	ii.	Any one Certificate	05	10							
i.	Any two Certificate	10													
ii.	Any one Certificate	05													
6.	Undertaking on E-Stamp paper that firm is not blacklisted in any Govt./Autonomous Body in last two years	10													
7	Brand Make and Model of the Product a) local product with <table border="1"> <tr> <td>i.</td> <td>International market</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>only local market</td> <td>08</td> </tr> </table> b) Foreign product <table border="1"> <tr> <td>i.</td> <td>In two or more continents</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>In single continent</td> <td>08</td> </tr> </table>	i.	International market	10	ii.	only local market	08	i.	In two or more continents	10	ii.	In single continent	08	10	
i.	International market	10													
ii.	only local market	08													
i.	In two or more continents	10													
ii.	In single continent	08													
8	Experience of quoted products in Govt. Institution/ Semi Govt. Institution/ Autonyms Body. <table border="1"> <tr> <td>i.</td> <td>Govt. Institution</td> <td>07</td> </tr> <tr> <td>ii.</td> <td>Semi Govt. Institution/ Autonyms Body</td> <td>03</td> </tr> </table>	i.	Govt. Institution	07	ii.	Semi Govt. Institution/ Autonyms Body	03	10							
i.	Govt. Institution	07													
ii.	Semi Govt. Institution/ Autonyms Body	03													
9	Length of Registration of Products with Ministry of Health. <table border="1"> <tr> <td>i.</td> <td>1-5 Years</td> <td>04</td> </tr> <tr> <td>ii.</td> <td>6-10 Years</td> <td>08</td> </tr> <tr> <td>iii.</td> <td>More Than 10 Years</td> <td>10</td> </tr> </table>	i.	1-5 Years	04	ii.	6-10 Years	08	iii.	More Than 10 Years	10	10				
i.	1-5 Years	04													
ii.	6-10 Years	08													
iii.	More Than 10 Years	10													
TOTAL		100													

Note: Acceptable Bids must score minimum of 65% marks.

FRAME WORK CONTRACT FOR THE SUPPLY OF HEARING AID & INTRAOCULAR LENS FOR THE FINANCIAL YEAR 2023-24

INSTRUCTIONS TO BIDDERS

1. **Scope of Bid:** The Social Security Teaching Hospital Multan Road Lahore, invites sealed bids from original Manufacturers/Sole Agents of Foreign Manufacturers to conclude the framework contract for supply of Hearing Aid & Intraocular Lens per quantities and specifications described in list of items financial year 2023-24 of the Bidding Documents.
2. **Source of Funds:** The Social Security Teaching Hospital, Multan Road Lahore, has allocated the budget from its own funds for this purchase under the relevant head of Account.
3. **Eligible bidders:** This Invitation for Bids is open to all Manufacturers and in case of imported goods, their Sole Agents / Importer in Pakistan for concluding the framework contract for the supply of advertised item. The importer /sole agent must possess a valid authorization from the Foreign Principal / Manufacturer and sale license issued by the competent authority in Pakistan and in case of manufacturer they should have a documentary proof of valid manufacturing license.
4. **Corrupt Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.**
 - 4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as “the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, 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 practices:
 - (i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain;

- (iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 (amended) Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.

5. **PROCEDURE:** The procedure followed will be SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE as mentioned in Punjab Procurement Rules 2014 (amended).

6. **Eligible Goods and Services:** For these purposes, the term “Goods” includes any Goods that are the subject of this Invitation for Bids as defined in General Condition of Contract

1(c) and the term “Services” shall include related services as defined in General Condition of Contract Clause 1(e).

7. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.
8. **Bidding for Selective Items.**
 - 8.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Specifications proforma for the year 2023-24. A Bidder is also at a liberty to bid for all the items Specifications. However, Bidders cannot bid for partial quantities of any item mentioned in Specifications.

THE BIDDING PROCEDURE

9. **Single stage – two envelopes bidding procedure shall be applied.**
 - 9.1 Single stage – two envelopes bidding procedure: -
 - i. the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
 - ii. the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
 - iii. in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;
 - iv. the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
 - v. during the technical evaluation no amendments in the technical proposal shall be permitted;
 - vi. after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
 - vii. the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders;
 - viii. the successful lowest bidder shall be awarded the contract;

THE BIDDING DOCUMENTS

10. **Content of Bidding Documents**
 - i. The goods required, applicable bidding procedures, and Contract Terms are prescribed in the Bidding Documents. In addition to the invitation for Bids, the Bidding Documents include: -
 - a. Instructions to bidders;
 - b. General Conditions of Contract;
 - c. Special Conditions of Contract;
 - d. Schedule of Requirements.
 - e. Delivery time, completion schedule and price schedule.
 - f. Contract Form;
 - g. Manufacturer’s Authorization Form;

- h. Bid Form;
 - i. Bid Evaluation Criteria
 - j. Technical specification proforma.
- ii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
 - iii Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.
11. **Clarification of Bidding Documents:** (1) No bidder shall be allowed to alter or modify his bid after the closing time for the submission of the bids.
- (2) The procuring agency may, if necessary after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid.
 - (3) Any request for clarification in the bid, made by the procuring agency and its response, shall invariably be in writing.

PREPARATION OF BIDS

12. **Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English.
13. **Documents Comprising the Bid:** The bid shall comprise the following components:
- (a) Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal);
 - (b) Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if bid is accepted;
 - (c) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents; and
 - (d) Bid Security, furnished in accordance with instruction to bidders.
14. **Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods.
15. **Bid Prices:**
- i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.
 - ii. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.
 - iii. The bidder should quote the prices of goods according to the technical specifications as provided in the Form of Price Schedule and Technical

Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.

- iv. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
 - v. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.
 - vi. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained during the financial year.
16. **Bid currencies:** Prices shall be quoted in Pak Rupees.
17. **Bidder's Eligibility and Qualification**
- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the 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 an eligible as defined under instruction to the bidders
- a. The Sole Agent / Importer shall have to produce letter of authorization from Foreign Principal and in case of local Manufacturer, documentary proof including valid drug manufacturing license / registration certificate, to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
- (a) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
 - (b) The bidder shall submit an affidavit on E-Stamp paper worth of Rs.100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (c) The bidder should have minimum **one-year experience in the market of all items except those having experience less than one**. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the **last one year**. Documentary proof shall have to be provided in this regard.
 - (d) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
 - (e) The bidder must indicate the registration number, make of country of origin / Manufacturer, capacity of production of the firm, its financial status.

(f) Bidder must also provide the proof of availability of sufficient stock of the quoted item and in case contract is awarded no alternative brand shall be acceptable.

(g) Proof of active taxpayer

18. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**

i. The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.

ii. Submission of sample:

a) The bidder must produce along with technical proposal, Two (02) samples of quoted product(s) (**Commercial pack**). No technical proposal / bid shall be considered in absence of samples.

19. **Bid security.** – The procuring agency may require the bidders to furnish a bid security equal to 3% of estimated price of respective item.

20. **Bid validity.** – (i) A procuring agency, keeping in view the nature of the procurement, shall subject the bid to a bid validity period.

(ii) The bids shall be valid for the period of 120-days.

(iii) Subject to sub-rule (5), a procuring agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period but, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all the bidders shall be requested to extend their respective bid validity period but such extension shall not be for more than the original period of bid validity.

(iv) A bidder who:

(a) agrees to the extension of the bid validity period shall also extend the validity of the bid bond or security for the extended period of the bid validity;

(b) agrees to the procuring agency's request for extension of bid validity period shall not be permitted to change the substance of the bid; and

(c) does not agree to an extension of the bid validity period shall be allowed to withdraw the bid without forfeiture of the bid security.

21. Extension of time for submission of bids. – If a procuring agency considers that it is necessary in public interest to extend the last date for the submission of the bids, it may, after recording reasons, do so in the manner similar to the original advertisement.

22. Format and Signing of Bid:

i. The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized by the firm. The person or person's signings the bid shall initial all pages of the bid, except for un-amended printed literature.

ii. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

23. SUBMISSION OF BIDS

- i.** All bids should be submitted in proper binding / ring binding / proper file cover.
 - ii.** The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. The inner and outer envelopes shall:
 - a.** be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
 - b.** bear the name and number indicated in the Invitation for Bids.
 - iii.** The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive”.
 - iv.** If the outer as well as inner envelope is not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.
24. **Deadline for Submission of Bids:** Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, not later than the time and date specified in the Invitation for Bids.
25. **Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder.
26. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its Bid Security pursuant to the instruction to bidders.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids

- i.** The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL” in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders’ representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process. On the day of opening of technical bid the technical officers of the firms shall be signed by the members of the Hospital Purchase Committee, whereas, only the envelope of the financial bids shall be signed by the members of the Hospital Purchase Committee for the transparency of the procuring process.
- ii.** The bidders’ names shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, and the presence or absence of requisite Bid Security and such other

details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

- iii. The financial bids found without Bid Security shall also be returned unannounced to the bidders; even they qualified in the evaluation of technical proposal. However, prior to return to the bidder, the Chairman of the Purchase Committee shall record statement / reason on such bids.
28. **Clarification of Bids:** During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted
29. **Preliminary Examination**
- i. The Procuring Agency shall examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed.
 - ii. In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. **If there is a discrepancy between words and figures, the amount in words shall prevail.**
 - iii. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
 - iv. If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.
30. **Applicable Bidding Procedure**

“Single stage – Two Envelops bidding procedure” shall be applied.

Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

- i. the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- ii. the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
- iii. in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;

- iv. The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- v. during the technical evaluation no amendments in the technical proposal shall be permitted;
- vi. after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically responsive bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- vii. the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and the lowest evaluated bidder shall be awarded the contract;

31. **Contacting the Procuring Agency:** 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 Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid.

32. **Qualification & disqualification of bidders:** i) The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily. ii. The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by him concerning his qualification was false and materially inaccurate or incomplete. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

33. **Rejection of bids.** – Under Rule 35, PPRA Rules, the procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

(2) The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

34. **Announcement of Evaluation Reports.** – A procuring agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract.

35. **Grievance Redressal Committee:** -Under rule 67 of PPRA Rules 2014, any firm aggrieved of the evaluation report may submit in writing the grievance to Procuring agency within 10 days of the announcement of the evaluation report and the procuring agency shall nominate a Grievance Redressal Committee comprising of the odd number of members to address the grievance of aggrieved firms within 15 days of the receipt of the grievance of the firm. And the procuring agency shall inform the decision of the Grievance Redressal Committee to the firm.

AWARD OF CONTRACT

36 **Acceptance of Bid and Award Criteria:** - the Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed and having the lowest evaluated

bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

37. **Procuring Agency's right to vary quantities at time of award** The Procuring Agency reserves the right to increase or decrease, the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions.
38. **Negotiations**
PPRA Rules 2014 (amended rules) shall be followed.
39. **Notification of Award**
- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter, that its bid has been accepted.
 - ii. The notification of award shall constitute the formation of the Contract.
 - iii. If the successful bidder, after completion of all Codal Formalities shows inability to enter into the Framework Contract then their Bid Security shall be forfeited to the extent of the item for which the successful bidder shows inability and the firm may be blacklisted under the PPRA Rules. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder at the risk and cost of such firms.
40. **Signing of Framework Contract:**
- i. At the same time as the procuring agency notifies the successful bidder that its bid has been accepted, the procuring agency shall send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.
 - ii. Both the successful bidder and the procuring agency shall sign the framework contract (with date) on the E-stamp paper (0.25% of total order value) as per applicable laws. Thereafter, the procuring agency shall issue purchase order. If the successful bidder, after completion of all codal formalities shows inability to sign the framework contract then their bid security shall be forfeited and the firm may be blacklisted under the PPRA Rules. In such situation, the procuring agency may take the award to the next lowest evaluated bidder at the risk and cost such firms.
41. **Performance Security.**
- i. The successful bidder shall furnish the 5% Performance Security in shape of CDR/ Bank Guarantee (validity at least of 01-one year) accordance with the Conditions of Contract, provided in the bidding documents. The 3% bid Security would be returned to the bidder on request upon submission of Performance Security.
 - ii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the

annulment/termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder at the risk and cost of the firm.

- iii. Performance Security shall be retained for relevant financial year. The process of release of 5% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and subject to the satisfactory performance of the firm.

42. **Price Reasonability Certificate**

- i. The supplier shall certify on E-stamp paper that the prices quoted to SSTH against the items mentioned are not more than the Trade Prices as per MRP (Maximum Retail Price) as well as prices are not more than the prices quoted to any other Government / Semi Government and Private Institutions.

43. **Blacklisting**

PPRA Rules 2014 as well as amendment Notification No. S.O(Cabinet-I)2-9/2015 dated 06.01.2016 under Rule 21 issued by the Government of Punjab Services & General Administration Department (Implementation & Coordination Wing) shall be followed.

GENERAL CONDITIONS OF CONTRACT

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

- a. **“The Contract”** means the agreement proposed to be entered into between the procuring agency and the successful bidder.
- b. **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. Price reasonability certificate that the prices quoted are not more than the prices quoted in Health Department Govt. of the Punjab/ any other Government organization. The rates quoted should not be more than the trade price of the respective item.
- c. **“The Goods”** mean items in the specification proforma, which the Supplier is required to supply to the Procuring Agency under the Contract.
- d. **“The Specifications”** means the specifications of the items quoted.
- e. **“The Services”** means those services ancillary to the supply of goods, such as printing of special instructions on the label and packing, design, transportation SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD and other obligations as defined by procuring agency.
- f. **The Procuring Agency:** is the SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD.
- g. **“The Supplier”** means the individual or firm supplying the goods under this Contract

2. **Application:** These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract. In case if the general conditions of contract is in contrast to the special condition of contract then

3. The Supplier shall provide Two **(02) samples (commercial packs)**; free of cost along with the tender failing which the offers will not be accepted.

Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

4. **Delivery and Documents:** Any erasing/cutting/crossing etc. appearing in the offer must be properly signed by the person signing the tender. Moreover, all pages of the tender must be signed. Offer with any over writing in no circumstances shall be accepted
5. **Insurance** The supplier shall be solely responsible for the insurance of goods subject to the contract.
6. **Income Tax:** All applicable taxes whether International, Federal, Provisional or local shall be borne by the supplier.;
7. **Transportation:** The Supplier shall arrange such transportation maintenance of the goods as is required to prevent their damage or deterioration during transit to the final destination. The items shall be delivered at Social Security Teaching Hospital Multan Road Lahore. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid by the Supplier.
8. **Incidental Services:** The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should include in the total bid price.
9. **Payment:** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak. Rupees.
10. **Prices:** Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.
11. **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
12. **Delays in the Supplier's Performance:** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. The Procuring Agency may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Procuring Agency.
13. **Penalties/liquidated Damages:** In case of late delivery beyond the stipulated period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract.
14. **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or if the Supplier fails to perform

any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

15. **Force Majeure**

Notwithstanding the provisions of general conditions of contract, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis planning, mismanagement and/or lack of foresight to handle the situation.

16. **Termination for Insolvency**

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

17. **Governing Language:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

18. **Applicable Law**

This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

SPECIAL CONDITION OF CONTRACT

1. **Definitions;**

- i. The **Procuring Agency:** is the Social Security Teaching Hospital Multan Road
- ii. The **Supplier;** is the individual or firm supplying the goods under this contract.

2. **Bid Security;**

The bidder shall furnish, as part of its financial proposal / bid, the Bid Securities (refundable) in Pak Rupees @ 3% of estimated price in the shape of Bank Guaranty / CDR in the name Medical Superintendent Social Security Teaching Hospital Multan Road. However, the bid security of any successful bidder shall be returned upon submission of **Performance Security** after signing of contract and issuance of supply order in case of unsuccessful bidder, the bid security of the bidder shall be returned.

3. **Performance Security**

The successful bidders shall have to deposit Bank Guaranty / CDR of the amount equal to 5% of order value as performance security in the shape of Bank Guaranty / CDR on e-stamp paper worth of Rs.100/- in the name of Medical Superintendent Social Security Teaching Hospital Multan Road. Performance Security shall be retained for relevant financial year. The process of release of 5% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and upon satisfactory performance report.

If firms fail to submit performance security than the Bid Security shall be forfeited.

4. **Delivery and Documents.**

The supply order will be placed for the period from the date of its issuance of till 30th June, 2024 which may be extendable for further period of two months.

The Supplier shall provide all the relevant documents at the time of delivery of goods to Consignee' end duly completed in all respect for payment.

- i. Original copies of Delivery Note / Challan.
- ii. Original copies of the Supplier's invoices.
- iii. The firm will have to provide the valid professional tax exemption certificate.
- iv. NTN Certificate.
- v. Proof of updated / latest Active Taxpayer.

In case of items where its mandatory the contractor shall print "**PESSI PROPERTY NOT FOR SALE**" with indelible ink.

5. **Payment**

The Payment shall be in Pak Rupees after successful inspection of goods.

6. **Penalties/ Liquidated Damages.**

a. In case where the deliveries as per contract are not completed within stipulated period, the contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. The amount of 5% performance Guaranty to the extent of non-delivered portion of supplies of relevant item/items shall be forfeited. Institution may take any other punitive action according to the performance of the firm.

If the firm fails to fulfill the whole installments, the entire amount of Performance Guaranty/Security shall be forfeited and department may proceed against the firm including blacklisting under Rule 21 of PPRA Rules 2014. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

b. Any order placed erroneously shall have to be lifted back by the firm at its own cost.

c. The delivery period will be the 15-days from the date of issuance of supply order. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 0.5% per week** of the cost of late delivered supply shall be imposed.

d. Items with minimum 60% shelf life shall be accepted at the time of delivery and less than 60% shelf life shall be acceptable only on undertaking subject to approval of authority.

7. **Arbitration and Resolution of Disputes: -**

In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Medical Superintendent Social Security Teaching Hospital Multan Road Lahore or his nominee shall act as sole *ARBITRATOR*. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

8. **Governing Language:** The language of this Contract shall be in English.
9. **Applicable Law:** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

MANUFACTURER'S AUTHORIZATION FORM

To,

**MEDICAL SUPERINTENDENT,
SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE.**

WHEREAS M/s. _____ who are established and reputable Manufacturers having factory located at _____ do hereby authorize _____ to submit a bid, and subsequently negotiate and sign the Contract with you against No. _____ for the goods manufactured by the firm.

{Signature on behalf of manufacturer _____}

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent. It should be included by the bidder in its bid.

(Where Applicable)

CONTRACT FORM

THIS FRAMEWORK CONTRACT is made at -----on-----
-----day of----- 2023, between **Social Security Teaching Hospital Multan Road, Lahore** (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s-----
----- a firm registered under the laws of Pakistan and having its registered office at -----
(hereinafter called the “Supplier”) of the Second Part
(hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Procuring Agency invited bids for procurement of _____ in pursuance where of M/s ----- being the Manufacturer/ Sole Agent/ General Order Supplier of item in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of *item, along with cost per unit list enclosed.*

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. *Price Schedule submitted by the bidder,*
 - b. *Technical Specifications;*
 - c. *General Conditions of Contract;*
 - d. *Special Conditions of Contract; and*
 - e. *Procuring Agency’s Award of contract; and*
 - f. *Supply Order*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. 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 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 Social Security Teaching Hospital Multan Road, Lahore, except that which has been expressly declared pursuant hereto.

6. M/s. _____ 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. 7

7. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, M/s. _____ 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 M/s. _____ 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.

10 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. **MEDICAL SUPERINTENDENT, SSTH MULTAN ROAD LAHORE** or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

12. If the firms fail to provide the item, the payment of risk purchase/ the price difference shall be paid by the Firm

13. If the price quoted by the firm to the SSTH are more than the T.P prices or charged from any other government institution/hospital in the country for the same financial year, in such discrepancy the firm shall be bound to refund the prices charged in excess. Affidavit to this effect is also enclosed with the contract by the firm.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at **SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD, LAHORE** and shall enter into force on the day, month and year first above mentioned.

***Signed/ Sealed by the Manufacturer/ Signed/ Sealed by Procuring Agency**

(Sign & Stamp) Authorized Person of the Firm	MEDICAL SUPERINTENDENT, SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE.
Witness	Witness (Concerned DMS)



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

SCOPE OF THE WORK/ SPECIFICATIONS REQUIRED FOR FINANCIAL YEAR 2023-24

LIST OF ITEM FOR HEARING AID

1. HEARING AID IN THE CANAL TYPE								
SR No	MAKE & MODEL	MAXIMUM OUT PUT	GAIN	FREQUENCY RANGE	TRIMMERS	Approximate Demand	Estimated Price	Total
i.			70dB	100-6250 Hz		01	20000	20000
ii.								
iii.								
iv.								
v.								

2. HEARING AID BEHIND THE EAR								
S. No	MAKE & MODEL	MAXIMUM OUT PUT	GAIN	FREQUENCY RANGE	TRIMMERS	Approximate Demand	Estimated Price	Total
i.			70dB	100-6250 Hz		90	21500	1935000
ii.			72dB	100-6250 Hz				
iii.			62dB	100-7300 Hz				
iv.								

3. HEARING AID BEHIND THE EAR For Pediatric Patients with severe to Profound Loss.								
S. No	MAKE & MODEL	MAXIMUM OUT PUT	GAIN	FREQUENCY RANGE	TRIMMERS	Approximate Demand	Estimated Price	Total
i.			78db	100-6500Hz		10	35000	350000
ii.			90db	200-5900hz				
iii.								
iv.								

5.	ACCESSORIES OF HEARING AID Approximate Demand			
Sr. No	NAME OF ITEMS WITH SPECIFICATION	Approximate Demand	Estimated Price	Total
i.	Bone conductor with head band	02	25000	50000
ii.	Ear mould	81	1200	97200
iii.	Electro Larynx	01	60000	60000

Total Cost = 25,12,200/-

SOCIAL SECURITY TEACHING HOSPITAL, MULTAN ROAD, LAHORE.

LIST OF ITEM FOR INTRAOCULAR LEN'S

F.Y 2023-24

SR. NO.	NAME OF ITEMS	<i>Approximate Demand</i>	Estimated Price	Total
1.	Intra Ocular Lens (Hard) Posterior Chamber. Optic Dia 6.0mm, 6.5mm (other than India) FDA Approved	300	2690	807000
2.	Intra Ocular Lens (Hard) Posterior Chamber. Optic Dia 5.5mm (other than India) FDA Approved	10	2390	23900
3.	Intra Ocular Lens hard (Anterior Chamber) Optic Dia 6.0mm, 6.5mm (other than India) FDA Approved	05	3500	17500
4.	Occustat/Miostat	50	195	9750
5.	Phacoknife 2.75mm 5.5mm 3.25mm	50	950	47500
6.	Methyl cellulose/ Occugell.	250	2100	525000
7.	Fold able IOL with Injector Max 3.5mm (Hydrophobic)	100	8000	800000
8.	DCR Tube	02	4100	8200
9.	PhacoSleeve 3.5mm 0.9mm (Large/ Small)	02	2500	5000
10.	Phaco Irrigation Pipe for Phaco Machine Universal – II	01	3000	3000
11.	Vision Blue	40	4100	164000
12.	Scleral Fixation PC IOL	05	4000	20000
13.	Bandge Contract Lens	20	350	7000
14.	Simco Cannula (irrigation/aspiration)	05	4000	20000
15.	Micro Sponges	05	62	310
Total				2458160/-

Total Cost = 24,58,160/-

Hearing Aid	25,12,200/-
Intraocular Lens	24,58,160/-
Total Tender Cost	49,70,360/-



**SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE**

FRAMEWORK CONTRACT FOR THE SUPPLY OF THE

DIALYSIS DISPOSABLE ITEMS

FOR THE FINANCIAL YEAR 2023-24

042-99330033



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

FRAMEWORK CONTRACT FOR THE SUPPLY OF THE DIALYSIS DISPOSABLE ITEMS FOR THE FINANCIAL YEAR 2023-24.

The Social Security Teaching Hospital Multan Road Lahore invites sealed bids from original manufacturers/ Sole agents of foreign principals/ Distributors, to conclude the Framework Contract for Supply of Dialysis Disposable Items for the financial year 2023-24 on FOR basis.

Interested bidders may get the bidding document along with detailed specifications from the admin office of the hospital from the date of publication of tender on submission of written request on original letter head along with payment of non-refundable tender fee of Rs. 1,000/- (One Thousand Only). The bidding document can also be downloaded from PPRA Website www.ppra.punjab.gov.pk & PESSI Website www.pessi.punjab.gov.pk

Single stage two envelopes bidding procedure shall be adopted for the tender. The envelopes should be marked as “***Financial Proposal and Technical Proposal***” in bold and legible letters.

The bids shall accompany 3% Bid Security of the estimated price in the form of CDR/Bank Guaranty attached with the technical proposal. Interested bidders may submit their bids by **15.06.2023 and 10:30 AM** in the office of the undersigned which shall be opened on the same day i.e. **15.06.2023 and 10:45 AM** in presence of the representatives of the participating firms. Procurement shall be governed under Punjab Procurement Rules 2014 (amended). The tender can be cancelled as per Rule 35 of PPRA Rules 2014.

Medical Superintendent
Social Security Teaching Hospital
Multan Road Lahore.
042-99330033



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

Tender Fee	Rs.1000/-	(Non-Refundable)
Last Date of Issuance:	15/06/2023	till 10:00 AM
Receiving Date & Time:	15/06/2023	till 10:30 AM
Opening Date & Time:	15/06/2023	till 10:45 AM
Procedure:	Single Stage Two Envelopes Bidding Procedure	
Total Worth of Tender:	Rs. 1,49,57,300/- (PKR)	
Venue:	Conference Room, Social Security Teaching Hospital, Lahore	
Bid Security:	The bids shall accompany 3% Bid Security of the estimated price of the quoted items in the form of CDR/Bank Guarantee (with technical bid).	

**SUBJECT: - FRAMEWORK CONTRACT FOR THE SUPPLY OF DIALYSIS
DISPOSABLE ITEMS FOR THE FINANCIAL YEAR 2023-24**

Instructions to the bidders, General Conditions of contract, special conditions of Contract & schedule of requirements are detailed in the bidding document along with the technical specifications available at PPRA Web Site www.ppra.punjab.gov.pk and PESSI website www.pessi.punjab.gov.pk

PARTICULARS OF THE PARTICIPATING FIRM

Name of Firm _____

Name of authorized representative _____

I.D Card No. (CNIC) _____

Registration No. with Sales Tax Department _____

Income Tax No. (NTN) _____

CDR/Bank Guarantee Receipt No. & Date _____

Original Receipt for purchase of Tender (F-6) No and Date _____

Complete Address _____

Lahore Office Phone, Cell and Fax No. _____



**SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE**

Dated: / / 2023

PRICE SCHEDULE 2023-24

Must be attached (duly signed and stamped) with financial bid.

Tender No. _____ **Due on** _____

Manufactured by: _____

Address: _____

Validity: _____

Item #.	Brand Name of the Offered Item	Qty. Required	Regd . No.	Packing Offered	MRP Fixed By F.G.	Trade price	Price Offered (Inclusive of All applicable Taxes)		Value
							In figures	In words.	

Note:

1. Quoted price should not exceed the Trade Price.
2. In the financial bid the arithmetical errors shall be rectified on the following basis.
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - b) If there is discrepancy between words and figures, the amount in words shall prevail.
3. Furthermore, the firm is liable to furnish an affidavit to the effect that the quoted prices are not more than the prices quoted in any Government Institution/ Semi Government/ Autonomous Body.

Signature of Authorized Person. _____

Name of Authorized Person: _____

Designation of Authorized Person: _____

Participating Firm Name: _____

Phone No. _____

Stamp: _____

“Check List (Mandatory) for Documentary Evidence”

Sr. #	Required Documentation	Checklist <i>(To be initialed by the Bidder against each document)</i>	Relevant Page Number in the Bid	Supporting Documents <i>(To be filled by the Bidder with name of the documents that are submitted to meet the requirement)</i>
1.	Original Tender Purchase Receipt (F-6)			
2.	3% Bid Security of the estimated prices.			
3.	Specification proforma duly completed			
4.	Copy of valid Registration Certificates.			
5.	Detail of Supply Order shall be provided which could be verified accordingly. Any false claim shall be considered as fraudulent practice.			
6.	Copy of Valid Manufacturing License			
7.	Copy of Valid Sale License for Sole Agents.			
8.	Valid Letter of Authorization from manufacturers / Sole Agency Agreement			
9.	Copy of NTN Certificate			
10.	Copy of Income Tax Return			
11.	Proof of Active Tax Payer			
12.	Copy of General Sales Tax Registration			
13.	Copy of valid ISO /FDA/CE/WHO and other certification as required in Evaluation Criteria. (where required)			

14.	<p>Undertaking on E-Stamp Paper worth of Rs.100/- that</p> <ol style="list-style-type: none"> 1. Non-cancellation / suspension of registration of quoted product of the bidder. 2. Non-conviction from any court of law and black listing. 3. The prices quoted in SSTH are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. 4. Bidder must also provide the proof of availability of sufficient stock of the quoted item and in case contract is awarded no alternative brand shall be acceptable. 			
15.	Latest Price List			
16.	<p>Two Samples of each item in Commercial Packs (where required)</p> <p>Note: Specifications quoted in the Technical Offer will be verified from the samples provided with the bids.</p>			

EVALUATION CRITERIA FOR
DIALYSIS DISPOSABLE ITEMS FINANCIAL YEAR 2023-2024

PART-A: ELIGIBILITY CRITERIA

Sr. #	DESCRIPTION	YES/NO	PAGE #
1.	Original receipt for purchase of tender		
2.	3% Bid Security of the estimated price in the form of CDR/Bank Guarantee. (The original bank guarantee will be attached with technical bid)		
3.	Manufacturer Authorization Certificate / Sole Agency Certificate from Foreign Principal / Import documents for imported items		
4.	Minimum One year (01) business history from the date of Registration of Product		
5.	Acceptance of terms and condition, tender documents duly signed and stamped		
6.	Price Reasonability certificate		
7.	Undertaking on E-Stamp Paper worth of Rs.100/- that, Non-cancellation / suspension of registration of quoted product of the bidder. Non-conviction from any court of law and black listing. The prices quoted in SSTH are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. Bidder must also provide the proof of availability of sufficient stock of the quoted item and in case contract is awarded no alternative brand shall be acceptable.		
Technically Qualified (TQ) or Technically Not Qualified (TNQ)			

Note: Only eligible firms will be scrutinized further for Part-B

Name of Item: _____ Manufacturer/Importer: _____

Brand Name: _____ Origin: _____

PART-B: ASSESSMENT PARAMETERS (BIDDERS)

SR. #	ASSESSMENT PARAMETERS	MARKS	Obtain Marks												
1.	NTN No. and GST registration & copy thereof NTN No.=05 GST No.=05	10													
2.	Financial Soundness of the firm (2020-21/ 2021-22) or last two calendar years. <table border="1"> <tr> <td>i.</td> <td>Income tax paid certificate</td> <td>08</td> </tr> <tr> <td>ii.</td> <td>Balance Sheet</td> <td>08</td> </tr> <tr> <td>iii.</td> <td>Bank Statement</td> <td>04</td> </tr> </table> <p>If balance sheet and bank statement both are deposited than only marks of balance sheet (12 marks) would be counted. Tapering down phenomenon regarding rating of marks shall be applied on competitive firms.</p>	i.	Income tax paid certificate	08	ii.	Balance Sheet	08	iii.	Bank Statement	04	20				
i.	Income tax paid certificate	08													
ii.	Balance Sheet	08													
iii.	Bank Statement	04													
3.	Establishment of company/firm with reference to the Services. <table border="1"> <tr> <td>i.</td> <td>More than 05-years</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>03-05 years</td> <td>05</td> </tr> <tr> <td>iii.</td> <td>01-03 years</td> <td>03</td> </tr> </table>	i.	More than 05-years	10	ii.	03-05 years	05	iii.	01-03 years	03	10				
i.	More than 05-years	10													
ii.	03-05 years	05													
iii.	01-03 years	03													
4.	Overall reputation Certificate in reference to the Services <table border="1"> <tr> <td>i.</td> <td>Past performance certificate by the End user/ DMS in SSTH</td> <td>05</td> </tr> <tr> <td>ii.</td> <td>Private Sector /Public Sector</td> <td>05</td> </tr> </table>	i.	Past performance certificate by the End user/ DMS in SSTH	05	ii.	Private Sector /Public Sector	05	10							
i.	Past performance certificate by the End user/ DMS in SSTH	05													
ii.	Private Sector /Public Sector	05													
5.	Product Certification a) Certificates FDA/CE/ISO <table border="1"> <tr> <td>i.</td> <td>Any two Certificate</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>Any one Certificate</td> <td>05</td> </tr> </table>	i.	Any two Certificate	10	ii.	Any one Certificate	05	10							
i.	Any two Certificate	10													
ii.	Any one Certificate	05													
6.	Undertaking on E-Stamp paper that firm is not blacklisted in any Govt./Autonomous Body in last two years	10													
7.	Brand Make and Model of the Product a) local product with <table border="1"> <tr> <td>i.</td> <td>International market</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>only local market</td> <td>08</td> </tr> </table> b) Foreign product <table border="1"> <tr> <td>i.</td> <td>In two or more continents</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>In single continent</td> <td>08</td> </tr> </table>	i.	International market	10	ii.	only local market	08	i.	In two or more continents	10	ii.	In single continent	08	10	
i.	International market	10													
ii.	only local market	08													
i.	In two or more continents	10													
ii.	In single continent	08													
8.	Experience of quoted products in Govt. Institution/ Semi Govt. Institution/ Autonyms Body. <table border="1"> <tr> <td>i.</td> <td>Govt. Institution</td> <td>07</td> </tr> <tr> <td>ii.</td> <td>Semi Govt. Institution/ Autonyms Body</td> <td>03</td> </tr> </table>	i.	Govt. Institution	07	ii.	Semi Govt. Institution/ Autonyms Body	03	10							
i.	Govt. Institution	07													
ii.	Semi Govt. Institution/ Autonyms Body	03													
9.	Length of Registration of Products with Ministry of Health. <table border="1"> <tr> <td>i.</td> <td>1-5 Years</td> <td>04</td> </tr> <tr> <td>ii.</td> <td>6-10 Years</td> <td>08</td> </tr> <tr> <td>iii.</td> <td>More Than 10 Years</td> <td>10</td> </tr> </table>	i.	1-5 Years	04	ii.	6-10 Years	08	iii.	More Than 10 Years	10	10				
i.	1-5 Years	04													
ii.	6-10 Years	08													
iii.	More Than 10 Years	10													
TOTAL		100													

Note: Acceptable Bids must score minimum of 65% marks.

FRAME WORK CONTRACT FOR THE SUPPLY OF DIALYSIS DISPOSABLE ITEMS FOR THE FINANCIAL YEAR 2023-24

INSTRUCTIONS TO BIDDERS

1. **Scope of Bid:** The Social Security Teaching Hospital Multan Road Lahore, invites sealed bids from original Manufacturers/Sole Agents of Foreign Manufacturers to conclude the framework contract for supply of Dialysis Disposable Items per quantities and specifications described in list of items financial year 2023-24 of the Bidding Documents.
2. **Source of Funds:** The Social Security Teaching Hospital, Multan Road Lahore, has allocated the budget from its own funds for this purchase under the relevant head of Account.
3. **Eligible bidders:** This Invitation for Bids is open to all Manufacturers and in case of imported goods, their Sole Agents / Importer in Pakistan for concluding the framework contract for the supply of advertised item. The importer /sole agent must possess a valid authorization from the Foreign Principal / Manufacturer and sale license issued by the competent authority in Pakistan and in case of manufacturer they should have a documentary proof of valid manufacturing license.
4. **Corrupt Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.**
 - 4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as “the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, 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 practices:
 - (i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain;

- (iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 (amended) Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.

5. **PROCEDURE:** The procedure followed will be SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE as mentioned in Punjab Procurement Rules 2014 (amended).

6. **Eligible Goods and Services:** For these purposes, the term “Goods” includes any Goods that are the subject of this Invitation for Bids as defined in General Condition of Contract

1(c) and the term “Services” shall include related services as defined in General Condition of Contract Clause 1(e).

7. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.
8. **Bidding for Selective Items.**
 - 8.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Specifications proforma for the year 2023-24. A Bidder is also at a liberty to bid for all the items Specifications. However, Bidders cannot bid for partial quantities of any item mentioned in Specifications.

THE BIDDING PROCEDURE

9. **Single stage – two envelopes bidding procedure shall be applied.**
 - 9.1 Single stage – two envelopes bidding procedure: -
 - i. the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
 - ii. the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
 - iii. in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;
 - iv. the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
 - v. during the technical evaluation no amendments in the technical proposal shall be permitted;
 - vi. after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
 - vii. the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders;
 - viii. the successful lowest bidder shall be awarded the contract;

THE BIDDING DOCUMENTS

10. **Content of Bidding Documents**
 - i. The goods required, applicable bidding procedures, and Contract Terms are prescribed in the Bidding Documents. In addition to the invitation for Bids, the Bidding Documents include: -
 - a. Instructions to bidders;
 - b. General Conditions of Contract;
 - c. Special Conditions of Contract;
 - d. Schedule of Requirements.
 - e. Delivery time, completion schedule and price schedule.
 - f. Contract Form;
 - g. Manufacturer’s Authorization Form;

- h. Bid Form;
 - i. Bid Evaluation Criteria
 - j. Technical specification proforma.
- ii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
 - iii Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.
11. **Clarification of Bidding Documents:** (1) No bidder shall be allowed to alter or modify his bid after the closing time for the submission of the bids.
- (2) The procuring agency may, if necessary after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid.
 - (3) Any request for clarification in the bid, made by the procuring agency and its response, shall invariably be in writing.

PREPARATION OF BIDS

12. **Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English.
13. **Documents Comprising the Bid:** The bid shall comprise the following components:
- (a) Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal);
 - (b) Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if bid is accepted;
 - (c) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents; and
 - (d) Bid Security, furnished in accordance with instruction to bidders.
14. **Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods.
15. **Bid Prices:**
- i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.
 - ii. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.
 - iii. The bidder should quote the prices of goods according to the technical specifications as provided in the Form of Price Schedule and Technical

Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.

- iv. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
 - v. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.
 - vi. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained during the financial year.
16. **Bid currencies:** Prices shall be quoted in Pak Rupees.

17. **Bidder's Eligibility and Qualification**

- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the 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 an eligible as defined under instruction to the bidders
- a. The Sole Agent / Importer shall have to produce letter of authorization from Foreign Principal and in case of local Manufacturer, documentary proof including valid drug manufacturing license / registration certificate, to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
- (a) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
 - (b) The bidder shall submit an affidavit on E-Stamp paper worth of Rs.100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (c) The bidder should have minimum **one-year experience in the market of all items except those having experience less than one**. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the **last one year**. Documentary proof shall have to be provided in this regard.
 - (d) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
 - (e) The bidder must indicate the registration number, make of country of origin / Manufacturer, capacity of production of the firm, its financial status.

(f) Bidder must also provide the proof of availability of sufficient stock of the quoted item and in case contract is awarded no alternative brand shall be acceptable.

(g) Proof of active taxpayer

18. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**

i. The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.

ii. Submission of sample:

a) The bidder must produce along with technical proposal, Two (02) samples of quoted product(s) (**Commercial pack**). No technical proposal / bid shall be considered in absence of samples.

19. **Bid security.** – The procuring agency may require the bidders to furnish a bid security equal to 3% of estimated price of respective item.

20. **Bid validity.** – (i) A procuring agency, keeping in view the nature of the procurement, shall subject the bid to a bid validity period.

(ii) The bids shall be valid for the period of 120-days.

(iii) Subject to sub-rule (5), a procuring agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period but, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all the bidders shall be requested to extend their respective bid validity period but such extension shall not be for more than the original period of bid validity.

(iv) A bidder who:

(a) agrees to the extension of the bid validity period shall also extend the validity of the bid bond or security for the extended period of the bid validity;

(b) agrees to the procuring agency's request for extension of bid validity period shall not be permitted to change the substance of the bid; and

(c) does not agree to an extension of the bid validity period shall be allowed to withdraw the bid without forfeiture of the bid security.

21. Extension of time for submission of bids. – If a procuring agency considers that it is necessary in public interest to extend the last date for the submission of the bids, it may, after recording reasons, do so in the manner similar to the original advertisement.

22. Format and Signing of Bid:

i. The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized by the firm. The person or person's signings the bid shall initial all pages of the bid, except for un-amended printed literature.

ii. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

23. SUBMISSION OF BIDS

- i.** All bids should be submitted in proper binding / ring binding / proper file cover.
 - ii.** The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. The inner and outer envelopes shall:
 - a.** be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
 - b.** bear the name and number indicated in the Invitation for Bids.
 - iii.** The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive”.
 - iv.** If the outer as well as inner envelope is not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.
24. **Deadline for Submission of Bids:** Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, not later than the time and date specified in the Invitation for Bids.
25. **Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder.
26. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its Bid Security pursuant to the instruction to bidders.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids

- i.** The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL” in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders’ representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process. On the day of opening of technical bid the technical officers of the firms shall be signed by the members of the Hospital Purchase Committee, whereas, only the envelope of the financial bids shall be signed by the members of the Hospital Purchase Committee for the transparency of the procuring process.
- ii.** The bidders’ names shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, and the presence or absence of requisite Bid Security and such other

details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

- iii. The financial bids found without Bid Security shall also be returned unannounced to the bidders; even they qualified in the evaluation of technical proposal. However, prior to return to the bidder, the Chairman of the Purchase Committee shall record statement / reason on such bids.
28. **Clarification of Bids:** During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted
29. **Preliminary Examination**
- i. The Procuring Agency shall examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed.
 - ii. In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. **If there is a discrepancy between words and figures, the amount in words shall prevail.**
 - iii. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
 - iv. If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.
30. **Applicable Bidding Procedure**
- “Single stage – Two Envelops bidding procedure” shall be applied.
- Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:
- i. the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
 - ii. the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
 - iii. in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;

- iv. The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- v. during the technical evaluation no amendments in the technical proposal shall be permitted;
- vi. after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically responsive bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- vii. the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and the lowest evaluated bidder shall be awarded the contract;

31. **Contacting the Procuring Agency:** 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 Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid.

32. **Qualification & disqualification of bidders:** i) The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily. ii. The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by him concerning his qualification was false and materially inaccurate or incomplete. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

33. **Rejection of bids.** – Under Rule 35, PPRA Rules, the procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

(2) The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

34. **Announcement of Evaluation Reports.** – A procuring agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract.

35. **Grievance Redressal Committee:** -Under rule 67 of PPRA Rules 2014, any firm aggrieved of the evaluation report may submit in writing the grievance to Procuring agency within 10 days of the announcement of the evaluation report and the procuring agency shall nominate a Grievance Redressal Committee comprising of the odd number of members to address the grievance of aggrieved firms within 15 days of the receipt of the grievance of the firm. And the procuring agency shall inform the decision of the Grievance Redressal Committee to the firm.

AWARD OF CONTRACT

36 **Acceptance of Bid and Award Criteria:** - the Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed and having the lowest evaluated

bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

37. **Procuring Agency's right to vary quantities at time of award** The Procuring Agency reserves the right to increase or decrease, the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions.
38. **Negotiations**
PPRA Rules 2014 (amended rules) shall be followed.
39. **Notification of Award**
- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter, that its bid has been accepted.
 - ii. The notification of award shall constitute the formation of the Contract.
 - iii. If the successful bidder, after completion of all Codal Formalities shows inability to enter into the Framework Contract then their Bid Security shall be forfeited to the extent of the item for which the successful bidder shows inability and the firm may be blacklisted under the PPRA Rules. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder at the risk and cost of such firms.
40. **Signing of Framework Contract:**
- i. At the same time as the procuring agency notifies the successful bidder that its bid has been accepted, the procuring agency shall send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.
 - ii. Both the successful bidder and the procuring agency shall sign the framework contract (with date) on the E-stamp paper (0.25% of total order value) as per applicable laws. Thereafter, the procuring agency shall issue purchase order. If the successful bidder, after completion of all codal formalities shows inability to sign the framework contract then their bid security shall be forfeited and the firm may be blacklisted under the PPRA Rules. In such situation, the procuring agency may take the award to the next lowest evaluated bidder at the risk and cost such firms.
41. **Performance Security.**
- i. The successful bidder shall furnish the 5% Performance Security in shape of CDR/ Bank Guarantee (validity at least of 01-one year) accordance with the Conditions of Contract, provided in the bidding documents. The 3% bid Security would be returned to the bidder on request upon submission of Performance Security.
 - ii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the

annulment/termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder at the risk and cost of the firm.

- iii. Performance Security shall be retained for relevant financial year. The process of release of 5% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and subject to the satisfactory performance of the firm.

42. **Price Reasonability Certificate**

- i. The supplier shall certify on E-stamp paper that the prices quoted to SSTH against the items mentioned are not more than the Trade Prices as per MRP (Maximum Retail Price) as well as prices are not more than the prices quoted to any other Government / Semi Government and Private Institutions.

42. **Blacklisting**

PPRA Rules 2014 as well as amendment Notification No. S.O(Cabinet-I)2-9/2015 dated 06.01.2016 under Rule 21 issued by the Government of Punjab Services & General Administration Department (Implementation & Coordination Wing) shall be followed.

GENERAL CONDITIONS OF CONTRACT

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

- a. **“The Contract”** means the agreement proposed to be entered into between the procuring agency and the successful bidder.
- b. **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. Price reasonability certificate that the prices quoted are not more than the prices quoted in Health Department Govt. of the Punjab/ any other Government organization. The rates quoted should not be more than the trade price of the respective item.
- c. **“The Goods”** mean items in the specification proforma, which the Supplier is required to supply to the Procuring Agency under the Contract.
- d. **“The Specifications”** means the specifications of the items quoted.
- e. **“The Services”** means those services ancillary to the supply of goods, such as printing of special instructions on the label and packing, design, transportation SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD and other obligations as defined by procuring agency.
- f. **The Procuring Agency:** is the SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD.
- g. **“The Supplier”** means the individual or firm supplying the goods under this Contract

2. **Application:** These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract. In case if the general conditions of contract is in contrast to the special condition of contract then

3. The Supplier shall provide Two **(02) samples (commercial packs)**; free of cost along with the tender failing which the offers will not be accepted.

Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

4. **Delivery and Documents:** Any erasing/cutting/crossing etc. appearing in the offer must be properly signed by the person signing the tender. Moreover, all pages of the tender must be signed. Offer with any over writing in no circumstances shall be accepted
5. **Insurance** The supplier shall be solely responsible for the insurance of goods subject to the contract.
6. **Income Tax:** All applicable taxes whether International, Federal, Provisional or local shall be borne by the supplier.;
7. **Transportation:** The Supplier shall arrange such transportation maintenance of the goods as is required to prevent their damage or deterioration during transit to the final destination. The items shall be delivered at Social Security Teaching Hospital Multan Road Lahore. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid by the Supplier.
8. **Incidental Services:** The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should include in the total bid price.
9. **Payment:** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak. Rupees.
10. **Prices:** Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.
11. **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
12. **Delays in the Supplier's Performance:** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. The Procuring Agency may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Procuring Agency.
13. **Penalties/liquidated Damages:** In case of late delivery beyond the stipulated period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract.
14. **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or if the Supplier fails to perform

any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

15. **Force Majeure**

Notwithstanding the provisions of general conditions of contract, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis planning, mismanagement and/or lack of foresight to handle the situation.

16. **Termination for Insolvency**

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

17. **Governing Language:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

18. **Applicable Law**

This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

SPECIAL CONDITION OF CONTRACT

1. **Definitions;**

- i. The **Procuring Agency:** is the Social Security Teaching Hospital Multan Road
- ii. The **Supplier;** is the individual or firm supplying the goods under this contract.

2. **Bid Security;**

The bidder shall furnish, as part of its financial proposal / bid, the Bid Securities (refundable) in Pak Rupees **@ 3% of estimated price** in the shape of Bank Guaranty / CDR in the name Medical Superintendent Social Security Teaching Hospital Multan Road. However, the bid security of any successful bidder shall be returned upon submission of **Performance Security** after signing of contract and issuance of supply order in case of unsuccessful bidder, the bid security of the bidder shall be returned.

3. **Performance Security**

The successful bidders shall have to deposit Bank Guaranty / CDR of the amount equal to 5% of order value as performance security in the shape of Bank Guaranty / CDR on e-stamp paper worth of Rs.100/- in the name of Medical Superintendent Social Security Teaching Hospital Multan Road. Performance Security shall be retained for relevant financial year. The process of release of 5% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and upon satisfactory performance report.

If firms fail to submit performance security then the Bid Security shall be forfeited.

4. **Delivery and Documents.**

The supply order will be placed for the period from the date of its issuance of till 30th June, 2024 which may be extendable for further period of two months.

The Supplier shall provide all the relevant documents at the time of delivery of goods to Consignee' end duly completed in all respect for payment.

- i. Original copies of Delivery Note / Challan.
- ii. Original copies of the Supplier's invoices.
- iii. The firm will have to provide the valid professional tax exemption certificate.
- iv. NTN Certificate.
- v. Proof of updated / latest Active Taxpayer.

In case of items where its mandatory the contractor shall print "**PESSI PROPERTY NOT FOR SALE**" with indelible ink.

5. **Payment**

The Payment shall be in Pak Rupees after successful inspection of goods.

6. **Penalties/ Liquidated Damages.**

a. In case where the deliveries as per contract are not completed within stipulated period, the contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. The amount of 5% performance Guaranty to the extent of non-delivered portion of supplies of relevant item/items shall be forfeited. Institution may take any other punitive action according to the performance of the firm.

If the firm fails to fulfill the whole installments, the entire amount of Performance Guaranty/Security shall be forfeited and department may proceed against the firm including blacklisting under Rule 21 of PPRA Rules 2014. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

b. Any order placed erroneously shall have to be lifted back by the firm at its own cost.

c. The delivery period will be the 15-days from the date of issuance of supply order. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 0.5% per week** of the cost of late delivered supply shall be imposed.

d. Items with minimum 60% shelf life shall be accepted at the time of delivery and less than 60% shelf life shall be acceptable only on undertaking subject to approval of authority.

7. **Arbitration and Resolution of Disputes: -**

In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Medical Superintendent Social Security Teaching Hospital Multan Road Lahore or his nominee shall act as sole *ARBITRATOR*. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

8. **Governing Language:** The language of this Contract shall be in English.
9. **Applicable Law:** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

MANUFACTURER'S AUTHORIZATION FORM

To,

**MEDICAL SUPERINTENDENT,
SOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHORE.**

WHEREAS M/s. _____ who are established and reputable Manufacturers having factory located at _____ do hereby authorize _____ to submit a bid, and subsequently negotiate and sign the Contract with you against No. _____ for the goods manufactured by the firm.

{Signature on behalf of manufacturer _____}

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent. It should be included by the bidder in its bid.

(Where Applicable)

CONTRACT FORM

THIS FRAMEWORK CONTRACT is made at -----on-----
-----day of----- 2023, between **Social Security Teaching Hospital Multan Road, Lahore** (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s-----
----- a firm registered under the laws of Pakistan and having its registered office at -----
(hereinafter called the “Supplier”) of the Second Part
(hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Procuring Agency invited bids for procurement of _____ in pursuance where of M/s ----- being the Manufacturer/ Sole Agent/ General Order Supplier of item in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of *item, along with cost per unit list enclosed.*

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. *Price Schedule submitted by the bidder,*
 - b. *Technical Specifications;*
 - c. *General Conditions of Contract;*
 - d. *Special Conditions of Contract; and*
 - e. *Procuring Agency’s Award of contract; and*
 - f. *Supply Order*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. 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 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 Social Security Teaching Hospital Multan Road, Lahore, except that which has been expressly declared pursuant hereto.

6. M/s. _____ 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. 7

7. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, M/s. _____ 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 M/s. _____ 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.

10 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. **MEDICAL SUPERINTENDENT, SSTH MULTAN ROAD LAHORE** or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

12. If the firms fail to provide the item, the payment of risk purchase/ the price difference shall be paid by the Firm

13. If the price quoted by the firm to the SSTH are more than the T.P prices or charged from any other government institution/hospital in the country for the same financial year, in such discrepancy the firm shall be bound to refund the prices charged in excess. Affidavit to this effect is also enclosed with the contract by the firm.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at **SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD, LAHORE** and shall enter into force on the day, month and year first above mentioned.

***Signed/ Sealed by the Manufacturer/ Signed/ Sealed by Procuring Agency**

<p>(Sign & Stamp) Authorized Person of the Firm</p>	<p>MEDICAL SUPERINTENDENT, SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE.</p>
<p>Witness</p>	<p>Witness (Concerned DMS)</p>



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

SCOPE OF THE WORK/ SPECIFICATIONS REQUIRED FOR FINANCIAL YEAR 2023-24

LIST OF ITEM (DIALYSIS DISPOSABLE ITEMS)

Sr. No	NAME OF ITEM	APPROXIMATE DEMAND	ESTIMATED PRICE	TOTAL
1.	Synthetic Dialyzer Adult Set (complete) including blood tubing with fluid barrier (Surface Area 1.8m ²) compatible with Nipro Machine	8000	1190	9520000
2.	Synthetic Dialyzer Peads Size 0.8, 1.2) compatible with Nipro machine	20	1200	24000
3.	Fistula needle 15G, 16G,17G	13500	37	499500
4.	Bicarbonate solution part A&B. low potassium (2K) high calcium(1.5) 04 Litter pack	6500	449	2918500
5.	Cartilage filter (20 inches, 5micron).	5	890	4450
6.	Membranes wash solution for RO Plant	50 Ltr.	6200	310000
7.	Permanent dialysis catheter (All Size) (Bard)	10	24990	249900
8.	Hot disinfection chemical solution for Dialysis Machine.	84 X 5 Ltr.	5200	436800
9.	Hypochlorite Solution.	20 Ltr.	350 Per Ltr	7000
10.	Acetic Acid 30% Solution	8 X 5 Ltr.	5300	42400
11.	Diasafe Filter for Nipro Machine	50	8500	425000
12.	CAPD Solution Bag 2000 ml 1.5%, 2.3 %, 4.25%	500	400	200000
13.	CAPD Disinfection Cap	500	321	160500
14.	PD Holder of Organizer	05	8800	44000
15.	PD Stay Safe Organizer	05	4900	24500
16.	PD Catheter Extension 40cm	05	5000	25000
17.	PD Belt	05	350	1750
18.	Femoral Sheath 6Fr 1	05	3000	15000
19.	J-Tip Guide wire	05	3000	2000

20.	Monoptoy Gun/ Monoptoy Renal Biopsy Size 18,20	05	4000	20000
21.	Inlet Filter 0.22 micron	02	3000	6000
22.	PPF Slim Filter 20" X 5 micron	02	4000	8000
TOTAL				1,49,57,300/-