

FRAMEWORK CONTRACT FOR THE

SUPPLY OF THE

DIALYSIS DISPOSABLE ITEMS

FOR THE FINANCIAL YEAR 2022-23



FRAMEWORK CONTRACT FOR THE SUPPLY OF THE DIALYSIS DISPOSABLE ITEMS FOR THE FINANCIAL YEAR 2022-23.

The Social Security Teaching Hospital Multan Road Lahore invites sealed bids from original manufacturers/ Sole agents of foreign principals. conclude the to Framework Contract for Supply of Dialysis Disposable Items for the financial year 2022-23 at consignee's end.

Interested bidding document with bidders may get the along 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 also be downloaded from PPRA Website www.ppra.punjab.gov.pk & PESSI can Website www.pessi.gop.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 Draft attached with the technical proposal. Interested bidders may submit their bids by **17.05.2022 and 10:45** AM in the office of the undersigned which shall be opened on the same day i.e.

17.05.2022 and 11:00 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



Tender Fee	Rs.1000/- (Non-Refu	ndable)
Last Date of Issuance:	17/05/2022 till 1	0:00 AM
Receiving Date & Time:	17/05/2022 till 1	0:45 AM
Opening Date & Time:	17/05/2022 till 1	1:00 AM
Procedure:	Single Stage Two Envelop	es Bidding
E	Procedure	
Total Worth of Tender:	Rs. 1,80,00,000/- (PKR)	
Venue:	Conference Room, Social Se	curity
	Teaching Hospital, Lahore	
Bid Security:	The bids shall accompany	3% Bid
-	Security of the estimated p	orice of the
	quoted items in the form o	f CDR/Bank
F	Guarantee (with technical	

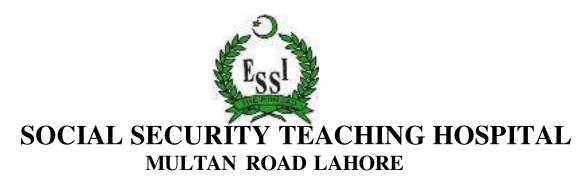
AMEWORK CONTRACT FOR THE SUPPLY OF DIALYSIS DISPOSABLE ITEMS FOR THE FINANCIAL YEAR 2022-23

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 <u>www.ppra.punjab.gov.pk</u> and PESSI website <u>www.pessi.gop.pk</u>.

SU

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.



Dated: / / 2022

PRICE SCHEDULE 2022-23

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	Market Average Trade Price	Price (In figures	Offered In words.	Value

Note:

- 1. Quoted price should not exceed the Trade Price.
- 2. Trade Price should also not exceed the Market Average Trade Price.
- **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.

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 (To be initialed by the Bidder against each document)	Relevant Page Number in the Bid	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
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.	Summary of Invoices 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 and other certification as required in Evaluation Criteria. (where required)			

	Undertaking on Judicial		
	E-Stamp/Stamp Paper worth Rs.100 that		
	1. None of the batch of quoted item has been declared Sub Standard by the competent authority during last two years.		
	2. Non-cancellation / suspension of registration of quoted product of the bidder.		
14.	3. Non-conviction from any court of law and black listing.		
	4. The prices quoted in PESSI are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body.		
	5. 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		
	Two Samples of each item in Commercial		
1-	Packs (where required)		
16.	Note: Specifications quoted in the Technical Offer will be verified from the samples provided with the bids.		

EVALUATION CRITERIA FOR DIALYSIS DISPOSABLE ITEMS Financial Year 2022-2023

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 Judicial		
	E-Stamp/Stamp Paper worth Rs.100 that, none of the batch of		
	quoted item has been declared Sub Standard by the competent		
	authority during last two years. 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 PESSI 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.		
Techn	ically 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	
1.	NTN No. and GST registration & copy NTN No.=05 GST No.=05	thereof	10
2.		019-20/ 2020-21) or last Calendar Year	20
	i. Income tax paid certificate	08	
	ii. Balance Sheet	08	
	iii. Bank Statement	04	
3.	Establishment of company/firm with re	eference to the Services.	10
	i. More than 05-years		10
	ii. 03-05 years	05	
	iii. 01-03 years	03	
4.	Overall reputation Certificate in re		10
	i. Past performance certificate by t DMS in PESSI	the End user/ 05	
	ii. Private Sector /Public Sector	05	
5.	Product Certification a) Certificates FDA/CE/ISO		10
	i. Any two Certificate	10	
	ii. Any one Certificate	05	
	b) For Local Products		
	i. ISO	10	
6.	Undertaking on judicial paper that Govt./Autonomous Body in last two	-	10
7	Brand Make and Model of the Product a) local product with		10
	i. International market	10	
	ii. only local market	08	
	b) Foreign product		
	i. In two or more continents	10	
	ii. In single continent	08	
8	Copy of valid sole agency agreeme	ent from principal manufacture	10
9	Length of Registration of Products	s with Ministry of Health.	10
	i. 1-5 Years	04	
	ii. 6-10 Years	08	
	iii. More Than 10 Years	10	
TOTA]		100

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



SCOPE OF THE WORK/ SPECIFICATIONS REQUIRED FOR FINANCIAL YEAR 2022-23

FRAME WORK CONTRACT FOR THE SUPPLY OF DIALYSIS DISPOSABLE ITEMS FOR THE FINANCIAL YEAR 2022-23

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 Specifications proforma Year 2022-23 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 2022-23. 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 legal stamp paper of Rs. 100/that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (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. <u>SUBMISSION OF BIDS</u>

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 satisfactory. **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. **Performance Security.**

- i. The successful bidder shall furnish the Performance Security (10% of total order value) in 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 10% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and subject to the satisfaction performance of the firm.

41. **Price Reasonability Certificate**

i. The supplier shall certify on judicial stamp paper that the prices quoted to PESSI 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 / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to the final destination. The medicines 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. Maintenance of cold chain be ensured by the supplier during the transportation of heat sensitive / biological products.
- 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 **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.

16. **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.

17. 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 Draft or Call Deposit 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** and in case of unsuccessful bidder, the bid security of the bidder shall be returned.

3. **Performance Security**

After signing of contract, the successful bidders shall have to deposit bank draft of the amount equal to 10% of order value as performance security in the shape of Bank Draft on e-stamp paper worth rs.100 or Call Deposit 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 10% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year.

4. **Delivery and Documents.**

The supply order will be placed for the period from the date of its issuance of till 30^{th} June, 2023 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.

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 10% 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 for blacklisting under Rule 21 of PPRA Rules 2014 as well as amendment Notification No. S.O(Cabinet-I)2-9/2015 dated 06.01.2016 issued by the Government of Punjab Services & General Administration Department (Implementation & Coordination Wing) shall be followed minimum for a period of two years. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

b. If the firm fails to supply the whole stock, the entire amount of Performance Guaranty/ Security shall be forfeited to the SSH, Multan road account and the firm may be blacklisted under Rule 21 of PPR Rules 2014. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

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

d. The delivery period given by SSTH, Multan Road shall be acceptable to the firms. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 1% per week** of the cost of late delivered supply shall be imposed.

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 by the firm.	for the goods	manufactured

{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------

(hereinafter referred to individually as "Party" and collectively as the "Parties").

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 PESSI 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.

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

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

LIST OF ITEM (DIALYSIS DISPOSABLE ITEMS) F.Y 2022-2023

Sr. No	NAME OF ITEM	APPROXIMATE DEMAND	ESTIMATED PRICE	TOTAL
1-	Synthetic dialyzer set (complete) including blood tubing with fluid barrier (Surface Area 1.8m ²) compatible with Fresenius, Gambro & Tory machine)	11000	1012	11132000
2-	Blood Tubing Line for Hemodialysis 5008	20	650	13000
3-	Fistula needle 15,16G.	22000	27	594000
4-	Bicarbonate solution part A&B. low potassium high calcium. 04 Litter pack	11000	249	2739000
5-	Cartilage filter (20 inches, 5micron).	10	890	8900
6-	Membranes wash solution for RO Plant	50 Ltr	1300	65000
7-	Permanent dialysis catheter (All Size)	05	23600	118000
8-	Hot disinfection chemical solution for Dialysis machine.	60 X 5 Ltr.	3350	201000
9-	Citric acid.	20 Kg.	840	16800
10-	Hypochlorite solution.	20 Ltr.	350 Per Ltr	7000
11-	Sodium Chloride	20 Kg	530 per Kg	10600
12-	Acetic Acid 30% Solution	05 X 5 Ltr.	5500	27500
13-	Diasafe Filter.	30	9500	285000
14-	CAPD Solution Bag 2000 ml 1.5%, 2.3 %, 4.25%	2200	400	880000
15-	CAPD Disinfection Cap	2200	321	706200
16-	Cardio Vascular Graft (Ringular) Size. 6mm X 10cm 6mm X 40cm 6mm X 50cm 6mm X 60cm 6mm X 70cm	01	45000	45000
17-	Cardio Vascular Graft (Non-Ringular) Size. 6mm X 10cm 6mm X 40cm 6mm X 50cm 6mm X 60cm 6mm X 70cm	01	45000	45000
18-	PD Catheter with Insertion Kit (Adult Size)	02	33000	66000
19-	Holder of Organizer	05	8800	44000
20-	Stay Safe Organizer	05	4900	24500

21-	Catheter Extension 40cm	05	5000	25000
22-	PD Belt	05	350	1750
23-	Femoral Sheath 6Fr 1	05	3000	15000
24-	J-Tip Guide wire	05	3000	15000
25-	Monopty Gun/ Monopty Renal Biopsy Size 18,20	10	4000	40000
	TOTAL			17125250/-



FRAMEWORK CONTRACT FOR THE

SUPPLY OF THE

DISPOSABLE SURGICAL ITEMS /

SMALL MEDICAL APPLIANCES

FOR THE FINANCIAL YEAR 2022-23



FRAMEWORK CONTRACT FOR THE SUPPLY OF THE DISPOSABLE SURGICAL ITEMS / SMALL MEDICAL APPLIANCES FOR THE FINANCIAL YEAR 2022-23.

The Social Security Teaching Hospital Multan Road Lahore invites sealed bids manufacturers/ foreign from original Sole agents of principals. conclude the to Framework Contract for Supply of Disposable Surgical Items / Small Medical Appliances for the financial year 2022-23 at consignee's end.

detailed Interested bidders may get the bidding document along with 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 from PPRA Website www.ppra.punjab.gov.pk can also be downloaded & PESSI Website www.pessi.gop.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 Draft attached with the technical proposal. Interested bidders may submit their bids by **17.05.2022 and 10:30** AM in the office of the undersigned which shall be opened on the same day i.e.

17.05.2022 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



Tender Fee	Rs.1000/-	(Non-Refundable)	
Last Date of Issuance:	17/05/2022	till 10:00 AM	
Receiving Date & Time:	17/05/2022	till 10:30 AM	
Opening Date & Time:	17/05/2022	till 10:45 AM	
Procedure:	Single Stage	Two Envelopes Bidding	
E	Procedure		
Total Worth of Tender:	Rs. 3,21,00,000/- (PKR)		
Venue:	Conference Ro	oom, Social Security	
	Teaching Hos	spital, Lahore	
Bid Security:	The bids shall	accompany 3% Bid	
-	Security of the	e estimated price of the	
	quoted items	in the form of CDR/Bank	
F	Guarantee (w	ith technical bid).	

AMEWORK CONTRACT FOR THE SUPPLY OF DISPOSABLE SURGICAL ITEMS / SMALL MEDICAL APPLIANCES FOR THE FINANCIAL YEAR 2022-23

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 <u>www.ppra.punjab.gov.pk</u> and PESSI website <u>www.pessi.gop.pk</u>.

SU

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.



Dated: / / 2022

PRICE SCHEDULE 2022-23

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

Tender No._____ Due on _____

Manufactured by: _____

Address: _____

Validity: _____

	Brand Name of	Qty.		Packing	MRP Fixed	Trade	Market Average	Price Offered		
Item #.	the Offered Item		Regd . No.	Offered	By F.G.	price	Trade Price	In figures	In words.	Value

Note:

- 1. Quoted price should not exceed the Trade Price.
- 2. Trade Price should also not exceed the Market Average Trade Price.
- **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.

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 (To be initialed by the Bidder against each document)	Relevant Page Number in the Bid	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
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.	Summary of Invoices 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 and other certification as required in			

Evaluation Criteria. (where required) Undertaking on Judicial E-Stamp/Stamp Paper worth Rs.100 that 1. None of the batch of quoted item has been declared Sub Standard by the competent authority during last two years. 2. Non-cancellation / suspension of registration of quoted product of the bidder.				
 E-Stamp/Stamp Paper worth Rs.100 that 1. None of the batch of quoted item has been declared Sub Standard by the competent authority during last two years. 2. Non-cancellation / suspension of registration of quoted product of the 				
3. Non-conviction from any court of law and black listing.				
 4. The prices quoted in PESSI are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. 5. 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. 				
Latest Price List				
Two Samples of each item in				
	5. 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. Latest Price List	 5. 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. Latest Price List Two Samples of each item in Commercial 	5. 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. Latest Price List Two Samples of each item in	5. 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. Latest Price List Two Samples of each item in Commercial

EVALUATION CRITERIA FOR DISPOSABLE SURGICAL ITEMS/ SMALL MEDICAL APPLIANCES Financial Year 2022-2023

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 Judicial		
	E-Stamp/Stamp Paper worth Rs.100 that, none of the batch of		
	quoted item has been declared Sub Standard by the competent		
	authority during last two years. 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 PESSI 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.		
Techn	ically 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. #	ASSESS	MENT PARAMETERS		MARKS
1.		and GST registration & copy thereof		10
	NTN No.=			
	GST No.=			
2.	-	l Soundness of the firm (2019-20/202		20
	i.	Income tax paid certificate	08	
	ii.	Balance Sheet	08	
	iii.	Bank Statement	04	
3.	Establish	ment of company/firm with reference to t	the Services.	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	10
	i.	Past performance certificate by the End user/		10
		DMS in PESSI		
	ii.	Private Sector /Public Sector	05	
5.	Product	Certification		10
		ficates FDA/CE/ISO		10
	i.	Any two Certificate	10	
	ii.	Any one Certificate	05	
		cal Products	03	
	D) FOI LO			
	i.	ISO	10	
6.	Underta	king on judicial paper that firm is not	t blacklisted in any	10
		utonomous Body in last two years		
7	Brand Mal	ke and Model of the Product		10
	a) local pro	oduct with		10
	i.	International market	10	
	ii.	only local market	08	
	b) Foreign			
	i.	In two or more continents	10	
	ii.	In single continent	08	
8	Convof	valid sole agency agreement from p	rincipal manufacture	10
-	Copy of	valu sole agency agreement nom p	incipal manufacture	10
9	Length	of Registration of Products with Mini	istry of Health.	10
	i.	1-5 Years	04	
	ii.	6-10 Years	08	
	iii.	More Than 10 Years	10	
TOTA		1		100
TOTA	L			100

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



SCOPE OF THE WORK/ SPECIFICATIONS REQUIRED FOR FINANCIAL YEAR 2022-23

FRAME WORK CONTRACT FOR THE SUPPLY OF DISPOSABLE SURGICAL ITEMS/ SMALL MEDICAL APPLIANCES FOR THE FINANCIAL YEAR 2022-23

INSTRUCTIONS TO BIDDERS

- 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 per quantities and specifications described in Specifications proforma Year 2022-23 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;

- 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 2022-23. 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 legal stamp paper of Rs. 100/that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (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. <u>SUBMISSION OF BIDS</u>

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 satisfactory. **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. **Performance Security.**

- i. The successful bidder shall furnish the Performance Security (10% of total order value) in 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 10% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and subject to the satisfaction performance of the firm.

41. Price Reasonability Certificate

i. The supplier shall certify on judicial stamp paper that the prices quoted to PESSI 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 / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to the final destination. The medicines 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. Maintenance of cold chain be ensured by the supplier during the transportation of heat sensitive / biological products.
- 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 **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.

16. **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.

17. 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 Draft or Call Deposit 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** and in case of unsuccessful bidder, the bid security of the bidder shall be returned.

3. **Performance Security**

After signing of contract, the successful bidders shall have to deposit bank draft of the amount equal to 10% of order value as performance security in the shape of Bank Draft on e-stamp paper worth rs.100 or Call Deposit 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 10% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year.

4. **Delivery and Documents.**

The supply order will be placed for the period from the date of its issuance of till 30^{th} June, 2023 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.

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 10% 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 for blacklisting under Rule 21 of PPRA Rules 2014 as well as amendment Notification No. S.O(Cabinet-I)2-9/2015 dated 06.01.2016 issued by the Government of Punjab Services & General Administration Department (Implementation & Coordination Wing) shall be followed minimum for a period of two years. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

b. If the firm fails to supply the whole stock, the entire amount of Performance Guaranty/ Security shall be forfeited to the SSH, Multan road account and the firm may be blacklisted under Rule 21 of PPR Rules 2014. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

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

d. The delivery period given by SSTH, Multan Road shall be acceptable to the firms. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 1% per week** of the cost of late delivered supply shall be imposed.

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 by the firm.	for the goods	manufactured

{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-----

(hereinafter referred to individually as "Party" and collectively as the "Parties").

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 PESSI 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.

(Sign & Stamp)MEDICAL SUPERINTENDENT,Authorized Person of the FirmSOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHOREWitnessWitness (Concerned DMS)

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

LIST OF ITEM (DISPOSABLE SURGICAL ITEMS / SMALL MEDICAL APPLIANCES) F.Y 2022-2023

SR, NO.	NAME OF ITEMS WITH SPECIFICATION.	Estimated Demand	Estimated Price	Total
	ANESTHESIA ITEMS.			
1.	Endotracheal tube Nasal with Cuff All Sizes	10	325	3250
2.	Endotracheal tube with Cuff (Disposable) Sizes 5.5 to 8.5	600	100	60000
3.	Endotracheal tube without Cuff (Disposable) Sizes 2.5 to 5.0	200	90	18000
4.	CVP line Double Lumen (All sizes)	100	2600	260000
5.	L.P Needles All Sizes. 16,18,22,23,24,25,26 or 27	4000	130	520000
6.	Disposable ECG Electrodes Fine Sticking (Adult & Peads)	1000	08	8000
7.	Epidural Set with Catheter. 16G/18G	30	1400	42000
8.	Soda Lime	10 X 5 kg	4500	45000
9.	Laryngeal Mask Re – Usable (All sizes 2,3,4,5).	04	1500	6000
10.	Laryngeal Mask Disposable (All sizes 2,3,4,5).	05	275	1375
11.	Air Way (All Sizes).	150	30	4500
12.	Three Way Stop Cock.	1500	40	60000
13.	Viral / Bacterial Filter for Respiratory Circuit Adult	500	130	65000
14.	Magill's Circuit (for Adult).	05	1500	7500
15.	Ayres T piece (Pediatric Circuit- with bag) with Expiratory valve	20	2000	40000
16.	Breathing circuit with rebreathing bag. (2 Liter) and extension pipe	120	1050	126000
17.	Breathing Circuit (Peads) with Bags	40	500	20000
18.	Breathing Circuit (Adult) for I.C.U	50	450	22500
19.	Nebulizer Kit Adult.	2000	110	220000
20.	Nebulizer Kit Peads.	700	110	77000
21.	Nebulizer Kit for Ventilators (With-T)	50	250	12500
22.	Catheter Mount	50	190	9500
23.	I/V infusion Set for Syringe Pump	05	275	1375
24.	Disposable Arterial Line Catheter	10	1500	15000
25.	Manometer Tubing for Syringe Pump	700	120	84000
26.	HME filters for ICU Patients (Heat Moisture Exchange)	200	280	56000
27.	Stylet for Endotracheal Tubes All size Flexible coated 3",4",5"	20	300	6000

28.	Disposable Face Mask N-95.	3000	120	360000
29.	Anesthesia Face Mask Reusable Silicon (All Size 2,3,4,5)	04	850	3400
30.	Anesthesia Face Mask Black Rubber Reusable (All Size 2,3,4,5)	04	6000	24000
31.	Disposable Pressure Transducer Compatible.	05	1400	7000
32.	Oxygen Mask with Tubing	2000	90	180000
33.	Syringe Cutter (Heavy duty)	500	190	95000
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	60000	3.30	198000
35.	Nasal Cannula for Oxygen	1000	60	60000
36.	Nasal Airway all sizes	10	220	2200
37.	Bougies with lumen (Hollow) Adult All Size	02	1800	3600
38.	Bougies with lumen (Hollow) Peads All Size	02	1800	3600
39.	Disposable Cap for OT	13000	2.35	30550
40.	CPAP Mask All Size	50	8000	400000
41.	Disposable Suction Pipe (Yunkar Suction Set)	4000	170	680000
42.	Sub Clavian Catheter Double Lumen For Haemo Dialysis Adult Size.	650	3400	2210000
43.	Sub Clavian Catheter Double Lumen For Haemo Dialysis Peads Size.	05	4000	20000
44.	Disposable Drip Flow Regulator	200	100	20000
45.	Disp Oxygen Rebreathing Mask	200	160	32000
46.	Dis Oxygen Non Rebreathing Mask	400	150	60000
47.	Silicon N.G. Tube (All Size)	10	2000	20000
48.	I-Gel All Size (2,3,4)	20	3000	60000
	Disposable Surgical Items	5		
49.	T Tube Size 14,16,18,20 Fr (All Size)	20	300	60000
50.	Disposable Suction Drain Set Size 10, 12, 14, 16 and 18.	1500	590	885000
51.	Disposable Sterilized Double Gloves All Sizes.	2500	250	625000
52.	Disposable Gloves Sterile Surgical Gloves (gloves size 6.5 must be quoted by parties or the quotation may be considered).	52800	75	3960000
53.	Polythene Gloves (Pack of Hundred).	700	25	17500
54.	Sterile and Disposable Transparent adhesive plastic drape sticking area. 28X30 cm /30x30cm	400	450	180000

55.	Disposable Adhesive Surgical Wound Dressing 10x25cm	500	60	30000
56.	Hydrocolloid/Hydrogel Wound Dressing 4" x 4"	05	165	825
57.	Hydrocolloid/Hydrogel Wound Dressing 6" x 6"	05	175	875
58.	Abdominal Binder.	200	230	46000
59.	Hydrocolloid Gel.	02	300	600
60.	Calcium Alginate Wound Dressing 10cm x 10cm	05	200	1000
61.	Methylene Blue Dye	02	165	330
62.	Fibrin Glue	02	175	350
63.	Calcium Alginate Wound Dressing 10cm x 20cm	05	180	900
64.	Hypoallergenic paper tape sizes. 1" 2" 3" 4"	1500 600 300 150	70 130 200 250	105000 78000 60000 37500
65.	Acrylic base transparent tape 1"x10 yard 2"x10 yard 3"x10 yard	05	210	1050
66.	Calcium Alginate Rope Length (12") (Not less than 12")	05	325	1625
67.	Absorbable Gelatin Sponge Hemostat	1800	290	522000
68.	Suction Catheter (All Sizes)	600	40	24000
69.	Nelton Drain (All Sizes)	1000	25	25000
70.	Colostomy Bags (Simple)	20	220	4400
71.	Colostomy Bag (One piece drainable pouch with skin barrier) Custom Cut, clamp for every five bag.	400	325	130000
72.	Colostomy bag (two piece system with drainable pouch custom cut)	2500	690	1725000
73.	Autoclave Strips.	6000	20	120000
74.	Autoclave Tape.	10	700	7000
75.	True Cut Biopsy Needle (Semi-Automatic) All Size 14, 16, 18.	160	2500	400000
76.	Thermometer Oral Glass Type	400	150	60000
77.	Surgical Blade (All Sizes)	7000	35	245000
78.	Skin Grafting Blade (Hamby's knife)	50	700	35000
79.	Derma Carrier 1x3, 1x9	02	1700	3400
80.	Air Cushion Rubber.	02	400	800
81.	Disinfectant/Sterilized Solution for Medical Equipment's	150 Per Ltr	4000 Ltr	600000
82.	(Registered from DRAP) Made in USA / Europe & Japan Disinfectant Solution for Surface free from Glutaraldehyde (Registered from DRAP) Made in USA / Europe & Japan	100 per Ltr	3000 Ltr	300000
83.	(Registered from DRAP) Made in USA / Europe & Japan Alcohol Base Hand Scrub not Povidine/ Iodine	2000X500	600	1200000

	(Registered from DRAP) Pack of 500ml	ml		
84.	Compression Elastic Stocking Above Knee.	20	900	18000
85.	Compression Elastic Stocking Below Knee.	15	900	13500
86.	Stomahesive Paste	500	900	450000
87.	Stomahesive Powder	05	700	3500
88.	Disposable Diathermy Lead.	4000	150	600000
89.	Examination Gloves (Latex Pre-Powder) Pack of 100	3360 Box	950	3192000
90.	N.G Tube Size 3-10.	2000	25	50000
91.	N.G Tube Size 12-22.	1200	40	48000
92.	Abdominal Sponge (30x30cm)	6000	50	300000
93.	Liner Cutter 60mm,80mm,100mm	06	20000	120000
94.	Reload Liner Cutter 60mm,80mm,100mm	09	5000	45000
95.	Disposable Clip Applier 10mm.	02	3000	6000
96.	Circular Stapler Sizes (21,25,29,33mm	04	25000	100000
97.	Rubber band for Band Ligation.	200	28	5600
98.	Disposable General Surgery Kit (Complete Set)	If required	-	-
	LAPAROSCOPIC INSTRUM	IENTS		
99.	Disposable Laparoscope's ports 5mm	300	5000	1500000
100.	Disposable Laparoscope's ports 10mm	180	5000	900000
101.	Disposable Laparoscopic scissor 5mm	02	5000	10000
102.	Disposable Laparoscopic Grasper 5mm	02	5000	10000
103.	Disposable Laparoscopic Dissector 5mm	02	5000	10000
104.	Disposable Laparoscopic Babcock 5mm	02	5000	10000
105.	Disp Camera Cover (Polythene)	200	250	50000
106.	L-Hook Dissector	01	3000	3000
107.	Liver Fan Retractor	01	3000	3000
108.	Disp Tooth Grasper	01	3000	3000
109.	Knot Carrier	01	2000	2000
110.	Hernia stapler for mesh fixation	02	12000	24000

111.	Suction irrigation Device for laparoscopic 5mm	02	6000	12000
112.	Suction irrigation Device for laparoscopic 10mm	02	6000	12000
113.	Endoloop (Polyglaction 910, Size 0, 45cm Length)	01	1000	10000
114.	Harmonic Ace +36cm length with adaptive tissue technology	01	90000	90000
115.	Harmonic Ace +23cm length with adaptive tissue technology	01	90000	90000
116.	Harmonic focus curved shear with torque wrench and grip assist 9cm long	01	90000	90000
117.	Harmonic Blue Hand Piece and Blue Test Tip	01	200000	200000
118.	Harmonic Gray Hand Piece and Gray Test Tip	01	200000	200000
119.	Contour Curved Cutter Stapler 40mm contains 46 titanium staples (thick), with one reload (open staple height 4.7mm & close staple height 2mm)	01	65000	65000
120.	Reload for Contour Curved Cutter Stapler (open Staple height 4.7mm & close staple height 2mm) 40mm contains 46 titanium staples (thick)	01	35000	35000
121.	Endoscopic Articulating Liner Cutter Stapler 45mm with 340mm shaft length	01	90000	90000
122.	Endoscopic Articulating Liner Cutter Stapler 60mm with 340mm shaft length	01	90000	90000
123.	Reloads for Endoscopic Articulating Liner Cutter Stapler 45mm (White, Blue Gold & Green)	01	30000	30000
124.	Reloads for Endoscopic Articulating Liner Cutter Stapler 60mm (White, Blue Gold & Green)	01	30000	30000
125.	Skin Staple Extractor UROLOGY ITEMS	02	2000	2000
	UNDEDGT IT EMS			
126.	Foley's Catheter (2-way) 8, 10. Fr With styllite	200	180	36000
127.	Foley's Catheter (2-way) 12, 14, 16, 18, 20 Fr.	4000	90	360000
128.	Foley's Catheter (3-way) 20, 22, 24 Fr.	200	600	120000
129.	TUR Irrigation Set	150	250	37500
130.	External Urinary Catheter/ Condom Catheter (Western Tube)	50	20	1000
131.	Suprapubic catheter. 12, 14,16 FR	45	5000	225000
132.	Urine Bag Ordinary 2000ml.	6000	30	180000
133.	Urine Bag A-type 2000ml	150	95	14250
134.	Urine Bag Infant (with fine sticking).	200	4.70	940
135.	Ureteric Catheter Adults 4,5,6FR.	02	1700	3400
136.	Ureteric Catheter Peads 3fr.	01	1580	1500

137.	Double J stent with guide wire with pusher Adult.	50	3500	175000
138.	Double J stent with guide wire with pusher Peads.	01	3000	3000
139.	PCN Set.	10	10000	100000
140.	Silicon Foley's Catheter 2 way 10,12,14,16,18FR	50	325	16250
141.	Guide Wire Straight All Size	60	900	54000
142.	TUR Loops Compatible (Olympus)	02	4500	9000
143.	Prostate Evaporation Loop / Storz Compatible. Bipolar (Olympus/Wolf)	02	20000	40000
144.	Prostate Resection Loop / Storz Compatible. Bipolar(Olympus/Wolf)	10	18000	180000
145.	Balloon Dilated for PCNL	02	1000	2000
146.	Zebra Guide Wire	05	800	4000
147.	Sensor Guide Wire	05	7000	35000
148.	Ureteric Dilatorn	01	8000	8000
	RADIOLOGY ITEMS-			
149.	Ultrasound gel 5kg can.	80cm	900	72000
150.	Ultrasound Thermal Paper (High Density).	130	930	12900
151.	3 – Way stopper with extension tubing.	1400	45	63000
152.	Braum Sulphate Powder EZHD	30	1100	33000
153.	Braum Enema Bag	02	1000	2000
154.	Disposable injector Syringe for C.T 200ml	30	4000	120000
155.	Coaxial true cut Semi-Automatic Biopsy Needle Cutting Cannula Needle 20G Coaxial needle gage =19 UTW (different length)	02	5000	10000
156.	Lung FNAB Needle Set Aspiration Needle 22G length at least 15cm. Introducer Needle Gage 19 length at least 10cm	02	5000	10000
157.	True Cut Biopsy Needle Semi-Automatic (echogenic) Size: 14,16,18,20G different length	120	2500	300000
	ENT ITEMS	1		
158.	Grommets Shepherd	02	1000	2000
159.	Tracheostomy Tube (Disposable With Cuff) All Sizes	05	700	3500
160.	Tracheostomy Tube (Disposable Without Cuff) All Sizes	02	700	1400
	Dianagahla Tangua, Danragaar	500	4	2000
161.	Disposable Tongue Depressor			

163.	External Nasal Sprints	12	100	1200
164.	BIPP Paste	20	600	12000
165.	Silver Nitrate crystal (99%)	1 Pack	2000	2000
	DISPOSABLE ORTHOPEDIC	ITEMS		
166.	Philadelphia Collar.	01	600	600
167.	Cervical Collar (Soft) Small, Medium, Large.	125	220	27500
168.	Cervical collar (hard) Adjustable Small, Medium, Large.	55	180	9900
169.	Adjustable Hard Collar for Cervical Traction.	02	600	1200
170.	Tubi-Grip Above Knee Small, Medium, Large. All Size (1-Meter Length)	1200	90	108000
171.	Skin Traction Kit Non Sticking	130	250	32500
172.	Polysling.	200	260	52000
173.	Wrist Splint.	02	80	160
174.	Elbow Immobilizer.	02	90	180
175.	Shoulder Immobilizer.	02	200	400
176.	Knee Immobilizer.	80	490	39200
177.	Kneecap/Support.	100	90	9000
178.	Stockinet.	10	70	700
179.	Lumbosacral Corset. Dargo Lumber Brace	500	450	225000
180.	Wrist Brace Right and Lift	70	180	12600
181.	Synthetic Splint 4" & 6"	2+2	450	1800
182.	Scotch Cost 3"	20	400	8000
183.	Scotch Cost 4"	30	500	15000
184.	Scotch Cost 5"	30	600	18000
185.	Disposable Sterilized Operation Kit	50	2300	115000
186.	Disposable Sterilized Gown	20	250	5000
187.	Disposable Sterilized U-Drape	05	1500	7500
188.	Hinged Knee Brace	10	280	2800
189.	Ortho Cotton Roll 4"/50	100	55	5500
190.	Ortho Cotton Roll 6"/100	100	65	6500
	DISPOSABLE GYNAE ITE	MS		

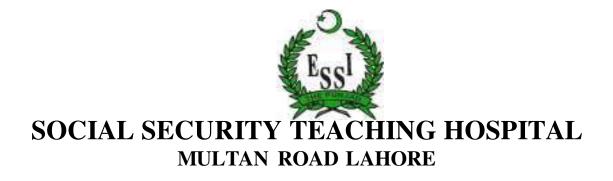
191.	Cord Clamp (Fine Quality)	3000	12	36000
192.	Wrist Band (Identification For New Baby Born)	4000	7	28000
193.	Ring Pessery (All Sizes)	100	1000	100000
194.	CTG Printer Paper compatible with machine	30	450	13500
195.	Sterile Vaginal Speculum	500	450	225000
196.	Pippel Tube with 4 Hole Adequate Endometrine Sampling	100	350	35000
197.	Ayres Spatulla	1000	20	20000
198.	Disposable Polythene Apron	100	13	13000
199.	Disposable Operation/ C-Section Kit (Complete Set)	If required	-	-
200.	Disposable Laparotomy Kit (Complete Set)	If required	-	-
	DISPOSABLE PEDIATRICS IT	EMS		
201.	Butterfly Needles (All Sizes)	3000	24	72000
202.	Burette 100ml with Metal Tip Dropper in (Flexible Chamber)	2500	120	300000
203.	Breathing Circuit with Water trap (Child/Infant)	20	1000	20000
204.	Breathing Circuit (Child/infant)	20	500	10000
205.	Bulb Sucker Disposable	100	110	11000
206.	Non-Rebreathing Mask (Infant)	100	145	14500
207.	CPAP (Neonatal/ Infant) /HIPAP	10	1500	15000
208.	Bacterial / Viral Filter (Child/infant)	30	250	7500
209.	Ambu bag Disposable (Child/infant) (e- Sheet Off Valve)	30	2000	60000
210.	Easy Drain Size 06,08 Fr	10	2500	25000
211.	Disposable Dignity Sheet	200	40	8000
212.	CPAP Nasal Canola	20	1000	20000
213.	Soft Padded Face Mask (Neonatal) / Silicon Disposable Face Mask	20	575	11500
214.	Heimlich Valve	05	1000	5000
	DISPOSABLE CHEST ITEN	IS		
215.	Blood Transfusion Set.	150	120	18000
216.	Incentive Spiro Meters Lung Volume Exerciser	10	300	3000
217.	Chest Tube Without Trocar (All Sizes)	60	220	13200
218.	Chest Bottle Single Chamber.	50	850	42500
219.	Chest Bottle Three Chamber.	25	3500	87500
220.	Disposable Mount Piece	05	150	750
221.	ECG Roll 63mm x 30 Meter.	30	130	3900

222.	ECG Roll 80mm x 20 Meter.	200	140	28000
223.	Mucous Collector	05	120	600
224.	Heimlich Valve	05	1000	5000
	EYE DISPOSABLE I	ТЕМ		
225.	Disposable Surgical Eye Sheets (7cmX9cm)	600	115	69000
226.	Puff Tonor Pinter Roll	100	120	12000
227.	Disposable Needle 27 G	500	2	82000
	COVID & PANDEMIC	ITEMS		
228.	Tyvek Kit	20	150	3000
229.	Infrared Thermometer	02	3000	6000
230.	Isolation Gown	2500	110	275000
231.	Blood Sugar Strips with lancet (pack/50)	60000	15	900000
	Total			31931935/-



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

FRAMEWORK CONTRACT FOR THE PURCHASE OF ACCESSORIES & SPARE PARTS OF BIO-MEDICAL EQUIPMENTSFOR THE FINANCIAL YEAR 2022-23



FRAMEWORK CONTRACT FOR THE PURCHASE OF ACCESSORIES & SPARE PARTS OF BIO-MEDICAL EQUIPMENTS FOR THE FINANCIAL YEAR 2022-23.

The Social Security Teaching Hospital Multan Road Lahore invites sealed bids from original manufacturers / Sole agents of foreign principals, to conclude the Framework Contract for PURCHASE OF ACCESSORIES & SPARE PARTS OF BIO-MEDICAL EQUIPMENTS for the financial year 2022-23 at consignee's end.

along withdetailed Interested bidders may get the bidding document 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). **PPRA** The bidding document can also be downloaded from Website www.ppra.punjab.gov.pk& PESSI Website www.pessi.gop.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 Draft attached with the technical proposal. Interested bidders may submit their bids by **date and time** in the office of the undersigned which shall be opened on the same day i.e.

Date and Time 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

SUBJECT: - FRAMEWORK CONTRACT FOR THE PURCHASE OF ACCESSORIES & SPARE PARTS OF BIO-MEDICAL EQUIPMENT'SFOR THE FINANCIAL YEAR 2022-23

Tender Fee	Rs.1000/-	(Non-Refundable)			
Last Date of Issuance:	17/05 /2022	till 10:00 AM			
Receiving Date & Time:	17/05 /2022	till 11:00 AM			
Opening Date & Time:	17/05 /2022	till 11:30 AM			
Procedure:	Single Stage Ty Procedure	Stage Two Envelopes Bidding ure			
Total Worth of Tender:	2778000	2778000			
Venue:		Room, Social Security ospital, Lahore			
Bid Security:	of the estimat in the form of	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).			

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 <u>www.ppra.punjab.gov.pk</u>and PESSI website www.pessi.gop.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
Complete Address
Lahore Office Phone, Cell and Fax No.



Dated: 1 / 2022

PRICE SCHEDULE 2022-23

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

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

Tender No. Due on _____

Manufactured by: _____

Address:

Validity: _____

	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	Offered rate (including inwards)	Offered rate in fig.	Unit Price (Rs.)	Sale and other taxes (Specify the type and kind of taxes applied)	Total Cost (Rs.)
_								

Note:

- 1. Quoted price should not exceed the Trade Price.
- 2. Trade Price should also not exceed the Market Average Trade Price.
- 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.
- 4. In case of discrepancy between unit price and total, the unit price shall prevail
- (Good(s) to be procured under DDP/Free delivery at consignee's end basis) 5.

Signature of Authorized Person.	
Name of Authorized Person:	
Designation of Authorized Person:	
Participating Firm Name:	
Phone No.	
Stamp:	

"Check List (Mandatory) for Documentary Evidence"

CHECK LIST (MANDATORY TO FILL& COMPLY)

Sr.	Required Documentation	Checklist	Relevant	Supporting Documents	
51. #	Required Documentation	(To be initialed	Page	(To be filled by the	
π		by the Bidder	Number	Bidder with name of the	
		against each	in the Bid	documents that are	
		document)	III viic Diu	submitted to meet the	
				requirement)	
1.	Proper page numbering of documents provided			1 /	
2.	Original Tender Purchase Receipt (F-6)				
3.	3% Bid Security of the estimated prices.				
4.	Bid Validity Period 90 days				
5.	Bid Price should not be mentioned on technical bid.				
6	Acceptance of terms and conditions of tender				
6.	documents duly signed and stamped.				
7.	List of quoted products supplied to Govt. /private				
7.	sector.				
8.	Copies of Supply orders over last two years to				
0.	Govt. /private sector.				
9.	Last 2 years tax returns				
	Last 2 years audited balance sheet				
11.	Last 2 years bank statement / Bank Certificate				
12.	copy of valid CNIC				
13.	15				
14.					
15.	5. Copy of valid General Sales Tax Registration				
16.	copy of valid Professional Tax Clearance				
10.	Certificate				
	Undertaking on Judicial				
	E-Stamp Paper worth Rs. 100 that				
	I) Non-conviction from any court of law and				
	black listing. II) That replacement of defective Bio-				
	Medical Equipment's Accessories &				
	Spare Parts under warranty shall be done;				
	III) That the firm is never black listed on any				
	grounds what so ever				
17.	IV) That The prices quoted in PESSI are				
	neither more than the Trade Price nor				
	more than the prices quoted in any				
	Government Institution. / Semi				
	Government/ Autonomous Body.				
	V) 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.				

MARKING CRITERIA

PART-A:	ASSESSMENT FOR ELIGIBILITY							
Sr. #	ASSESSMENT PARAMETERS	MARKS						
1.	References of quoted item supplied in Public / Private							
	Organizations.							
	Public / Private Organizations.							
	i. 1 to 04 10							
	ii. 5 to 10 20							
2.	Financial Soundness of the Firm	30						
	i. Tax Returns (Last 2 Years) (copies to be 10 attached)							
	ii. Bank Certificate showing annual turnover 1-2 05 Million							
	iii. Bank Certificate showing annual turnover 10 more than 2 Million							
	iv. Last two years audited balance sheet 10 (copies to be attached)							
	Tapering down phenomenon regarding rating of marks shall							
	be applied on competitive firms.							
3.	Establishment of company/firm with reference to the Services.	20						
	 More than 05-years = 20 							
	• 03-05 years = 10							
	• 01-03 years =06							
4.	Length of Registration of Products	10						
	01-05 Years = 04	-						
	06-10 Years = 08							
	More than 10 Years= 10							
5.	Stamp Paper	20						
TOTAL		100						

QUALIFYING MARKS: 70 OUT OF 100 (70%)

Financial bids of only "Technically Responsive Bidders" will be opened.



SCOPE OF THE WORK/SPECIFICATIONS REQUIRED FOR FINANCIAL YEAR 2022-23

Given at last

FRAME WORK CONTRACT FOR THE PURCHASE OF ACCESSORIES & SPARE PARTS OF BIO-MEDICAL EQUIPMENTS FOR THE FINANCIAL YEAR 2022-23

INSTRUCTIONS TO BIDDERS

- 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 PURCHASE OF ACCESSORIES & SPARE PARTS OF BIO-MEDICAL EQUIPMENTS per quantities and specifications described in Specificationsproforma Year 2022-23 of the Bidding Documents.
- 2. **Source of Funds:** The Social SecurityTeaching 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, noncompetitive levels for any wrongful gain;

- (iii)corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a

financial or other benefit or to avoid an obligation;

- (v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;
- 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.
- ii. Non execution of work as per terms & condition of contract.
- iii. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- iv. Involvement in any sort of tender fixing.
- v. Persistent and intentional violation of important conditions of contract
- vi. 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 2022-23. 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 unopened to the respective bidders;
 - viii. the successful lowest bidder shall be awarded the contract;

THE BIDDING DOCUMENTS

10. Content of Bidding Documents

- 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 legal stamp paper of Rs. 100/that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (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. <u>SUBMISSION OF BIDS</u>

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 satisfactory. 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: -theBidder 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. **Performance Security.**

- i. The successful bidder shall furnish the Performance Security (10% of total order value) in 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 10% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and subject to the satisfaction performance of the firm.
- 41. Price Reasonability Certificate

i. The supplier shall certify on judicial stamp paper that the prices quoted to PESSI against the items mentioned at Tender Enquiry No. ______ 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 SECURITYTEACHINGHOSPITAL 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 / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to the final destination. The medicines 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. Maintenance of cold chain be ensured by the supplier during the transportation of heat sensitive / biological products.
- 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**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.

16. **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.

17. 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 Draft or Call Deposit 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** and in case of unsuccessful bidder, the bid security of the bidder shall be returned.

3. **Performance Security**

After signing of contract, the successful bidders shall have to deposit bank draft of the amount equal to 10% of order value as performance security in the shape of Bank Draft on e-stamp paper worth rs.100 or Call Deposit 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 10% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year.

4. **Delivery and Documents.**

The supply order will be placed for the period from the date of its issuance of till 30th June, 2023 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.

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 10% 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 for blacklisting under Rule 21 of PPRA Rules 2014 as well as amendment Notification No. S.O(Cabinet-I)2-9/2015 dated 06.01.2016 issued by the Government of Punjab Services & General Administration Department (Implementation & Coordination Wing) shall be followed minimum for a period of two years. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

b. If the firm fails to supply the whole stock, the entire amount of Performance Guaranty/ Security shall be forfeited to the SSH, Multan road account and the firm may be blacklisted under Rule 21 of PPR Rules 2014. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

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

d. The delivery period given by SSTH, Multan Road shall be acceptable to the firms. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 1% per week** of the cost of late delivered supply shall be imposed.

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

IF APPLICABLE

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)

CONTRACTFORM

THIS FRAMEWORK CONTRACT is made at -----on-----

------day of------ 2022, between **Social Security TeachingHospital 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":

"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 fromSocial 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 PESSI 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 SECURITYTEACHINGHOSPITAL 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)	MEDICAL SUPERINTENDENT,
Authorized Person of the Firm	SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE.

LIST OF BIO-MEDICAL EQUIPMENT'S ACCESSORIES & SPARE PARTS WITH TECHNICAL SPECIFICATIONS TO BE PROCURED FOR THE FINANCIAL YEAR 2021-22.

Sr. #	DESCRIPTION	Make & Model	MAKE & COUNTRY OF ORIGIN	Specification	Tentative Quantity 2020-21	Estimated price per unit	Total Estimated Cost
1.	ECG Lead for Cardiac Monitor / vital sign	Nihon Kohden BSM-2353-K	Compatible	Compatible 5 Leads		4600/-	46000
	Monitor (5 Leads)	OMNI (Infinium Medical)]		10	4800/-	48000
2.	ECG Lead for ECG Machine		Compatible	standard	10	4500	45000
3.	SpO2 Lead finger sensor for Cardiac	Omni (Infinnium Medical) China	Compatible	3 Meter Length	20	4500/-	90000
	Monitors / Vital Sign Monitors (Neonatal, Peads& Adult sizes)	Nihon Kohden BSM-2353-K			10	5000/-	50000
4.	SpO2 Lead finger sensor for Pulse Oximeters (Neonatal,	Criticare 504 DX	Compatible	3-meter Length	03	5000/-	15000
	Paeds, Adult sizes)	USA Pacetech			03	5000/-	15000
		China Pulse Oximeter	7		05	5000/-	25000
5.	NIBP cuff Bladderless (Adult, Extra LargePeads& Neonatal) single Line for vital sign Monitors & cardiac Monitors.	China	China / Taiwan	Bladderless Single Line	40	900/-	36000
6.	NIBP Extension Cable for vital sign Monitors/ Cardiac Monitors& Dialysis machines	China/ compatible	China / Taiwan	03 Meter Length	10	1500/-	15000
7.	Back up Battery for Cardiac DefibrilatorNihon Kohden12v-2800mAh	Nihon Kohden BSM-2353-K	Compatible	12V-3700 mAh. 12v- 2800mAh	02	45000/-	90000

8.	Back up Battery for Cardiac Monitors OMNI 12V 2300 mAh/Nihon Kohden 12v-3700mAh	OMNI (Infinium Medical)	Compatible	12V 2300 mAh	20	4500/-	90000
9.	Back up Battery for ventilator	Neumovent Graph	Compatible	8,10 volts	04	35000/-	140000
10.	Back Up Battery for Mammography	Japan	Compatible	12v-9Ah Dry Batteries	24	4500	108000
11.	Back Up Battery for Gamma Camera	Japan	Compatible	12v-9Ah 12v-18Ah 12v-40Ah Dry Batteries	40	4500	180000
12.	Back up Battery for tourniquets	ATS 1200	Compatible	12volt 2.3 Ah	01	4500/-	4500
13.	Syringe pump battery 12v/2Ah	Atom, Terumo	Compatible	12v/2Ah	10	3500/-	35000
14.	Battery for Blease Anesthesia machine Ventilator 12 v*2Ah	Blease Focus Model 6500	Compatible	12 v*2Ah	04	4500/-	18000
15.	Blease Focus Anesthesia Machine Flow Sensor	Blease focus Model 6500 Blease Frontline Model 8200S	Blease USA	As Per Sample	03	32000/-	96000
16.	Flow Sensor Tubing for Anesthesia Machine/ventilator	Blease focus Model 6500 Blease Frontline Model 8200S	Blease USA	As Per Sample	03	29000/-	87000
17.	Oxygen sensor for Anesthesia Machine/Ventilator	Blease focus Model 6500 Blease Focus Model 8200S	Blease USA	As Per Sample	03	25000/-	75000
18.	Oxygen sensor for ICU Ventilators (cell)	Graphnet Advance Seimens Boaray 5000D	Compatible	Compatible	04	25000/-	100000
19.	watt	Local	Local	2000 watt Copper	20	500/-	10000
20.	Diathermy Lead	Martin MEMB-2	China /	Reusable /	04	4500/-	18000
	reusable (As Per	Solid State Diathermy Local	Taiwan	Autoclave	01	4500/-	4500

	connector sample)	Erbe	(compatible)	able/ As Per Connector Sample	02	6000/-	12000
21.	Diathermy Bipolar Lead reusable (As Per connector sample)	Martin MEMB-2	China / Taiwan (compatible)	As Per Connector Sample	04	4500/-	18000
22.	TUR lead for	Martin MEMB-2	China /	As per	01	6000/-	6000
	Endoscopic diathermy	Classen	Taiwan	Sample	01	6000/-	6000
	machine	Erbe	(compatible)		01	6000/-	6000
23.	Diathermy earth plate	Martin MEMB-2	Compatible	Silicon/rubber	02	9000/-	18000
	silicone rubber type	Erbe		&Matalic	02	9000/-	18000
	flexible with lead and Connector	xible with lead and Local/DrSaboor Flexible with lead and			02	9000/-	18000
24.	Diathermy paddle with	Martin MEMB-2	China /	With lead and	01	10000/-	10000
	lead	Erbe	Taiwan	respective	01	10000/-	10000
		Local	(compatible)	connector / repairable	01	10000/-	10000
25.	O.T lights bulb 24v/50watt	DKK	Compatible	As per Sample	10	2500/-	25000
26.	Light Source bulb 24v/250watt	Olympus / Gimmny Karl storz	Compatible	As per Sample	10	2000/-	20000
27.	O.T lights bulb 22.8v/40w	Merilex	Compatible	As per Sample	04	20000/-	80000
28.	Slit Lamp/Microscope bulb15v/150w	OSRAM TAKAGI OLYMPUS	Compatible	As per Sample	10	1500/-	15000
29.	Ophthalmoscope lamp	wellchallyn	Compatible	As per Sample	02	2200/-	4400
30.	Otoscope lamp	Welch Allyn	Compatible	As per Sample	02	2200/-	4400
31.	Oxygen, Nitrous, Air and Vacuum with inst	BS Standard	USA , ECC& UK	BS Standard/ Repairable	30 No's	8000/-	240000
32.	Oxygen Flow meter	Imported/Local	Taiwan/Chin	As per	20 No's	3500/-	70000

	wall mounted for central gas supply with humidifier Bottle with safety valve.		a/Local	Sample			
33.	Suction pipe silicone per ft.	Imported/Local	China / Taiwan	Silicon	200 ft.	450/ft.	80000
34.	Ambo bag (Pediatric & Adult) silicon	China	China / Taiwan	Silicon	10	4500/-	45000
35.	NIBP Cuff Dual Line with Bladder (All Sizes)	China	China / Taiwan		150	500/-	75000
36.	Mercury	Imported		Imported	2kg	18000/kg	36000
37.	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.	10 Sets	2000/-	20000
38.	ECG chest electrode silicon bulb type	China	China / Taiwan		05sets(set of six)	2000/-	10000
39.	Hydraulic Oil for Suction Machines and OT Tables	Hydraulics	China / Taiwan	As per Sample	10Ltr	1000/liter	10000
40.	Safety Valve for Autoclave	Local	Compatible	As Per Sample	06 Pcs	2000/pc	12000
41.	Pressure Gauge for Autoclaves	China / Taiwan	China / Taiwan	As Per Sample	06	700/-	4200
42.	Autoclave Door Locks	Local	Local	As Per Sample	10	1500/-	15000
43.	Power Adaptors for Pulse Oximeter	China	Compatible	As Per Sample	02	2000/-	4000
44.	Photo-Therapy Rods	Philips	Philips	TL-52 / 20W	10	3500/-	35000
45.	Photo-Therapy Strips	China	China	TL-52 / 20W	10	3500/-	35000

46.	Photo Therapy Chokes	Philips	Philips	220v* 20W	10	600/-	6000
47.	Autoclave gasket silicone	China / Taiwan	China / Taiwan	As Per Sample	10	5000/-	50000
48.	Biopsy Forceps flexible	Olympus	Compatible	As per sample	02	70000/-	140000
49.	Infra-Red bulb150watt	Imported	Philips Holland	As per sample	10	4500/-	45000
50.	Infra-Red bulb100watt	Imported	Philips Holland	As per sample	10	1500/-	15000
51.	Tens battery 9-volt	China / Local	For Tens Machine	As per sample	10	600/-	6000
52.	Four station Gym wire	Imported / Local	Physiotherapy	As per sample	01	3000/-	3000
53.	Suction machine bottles small, medium, large	Imported / Local	For suction machine	As per sample	10	7000/-	70000
54.	BP Bellow (bulb) for BP Apparatus	China	For BP Apparatus	China	150	200/-	30000
		•	· ·			TOTAL	2778000

Mubashar Yousaf

Bio-Medical Engineer

Dr. Qaisar Zahoor Sandhu

DMS Equipment (Secretary)

Dr. Safdar Hussain Baloch

Chief Consultant Surgeon

Khalid Rashid Gauri Addl. Director (F&A) **Dr. Asadullah Khan** Addl. Medical Superintendent Dr. Naeem Baig Mirza Medical Superintenden



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

FRAMEWORK CONTRACT FOR THE

SUPPLY OF THE

Lab Chemical, PCR kits & Blood Bank Items

<u>& Regent Rental Chemistry analyzer</u>

FOR THE FINANCIAL YEAR 2022-23



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

<u>FRAMEWORK CONTRACT FOR THE SUPPLY OF THE</u> Lab Chemicals,PCR kits & Blood Bank items & Regent Rental Chemistry Analyzer <u>FOR THE FINANCIAL YEAR 2022-23.</u>

The Social Security Teaching Hospital Multan Road Lahore invites sealed bids from original manufacturers / Sole agents of foreign principals, to conclude the Framework Contract for Supply of <u>Lab chemical & kits</u> for the financial year 2022-23 at consignee's end.

Interested bidders the bidding document with detailed may get along 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 also be downloaded from PPRA Website www.ppra.punjab.gov.pk & PESSI can Website www.pessi.gop.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 Draft attached with the technical proposal. Interested bidders may submit their bids by **date and time** in the office of the undersigned which shall be opened on the same day i.e.

Date and Time 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.

Multan Road Lahore. 042-99330033



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

	Tender Fee	Rs.1000/-	(Non-Refundable)					
	Last Date of Issuance:	17/05/2022	till 10:00 AM					
	Receiving Date & Time:	17/05/2022	till 11:00 AM					
SU BJE	Opening Date & Time:	17/05 /2022	till 11:00 AM					
CT:	Procedure:		Two Envelopes Bidding					
- <u>FR</u>	Total Worth of Tender:	Procedure						
AM EW	Venue:	Conference Ro	oom, Social Security					
AM EW OR K CO NT RA	Bid Security:	Teaching Hos The bids shall	spital, Lahore accompany 3% Bid					
<u>к</u> <u>СО</u>	Die Seeung.	Security of th	e estimated price of the					
<u>NT</u> RA		1	in the form of CDR/Bank ith technical bid).					
CT FC	DR THE SUPPLY OF Lab Chemicals,PCR							
Renta	Rental Chemistry Analyzer FOR THE FINANCIAL YEAR 2022-23							

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 <u>www.ppra.punjab.gov.pk</u> and PESSI website <u>www.pessi.gop.pk</u>.

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: / / 2022

PRICE SCHEDULE 2022-23

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	Market Average Trade Price	Price (In figures	Offered In words.	Value

Note:

1. Quoted price should not exceed the Trade Price.

2. Trade Price should also not exceed the Market Average Trade Price.

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.

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	Relevant	Supporting Documents
#		(To be initialed by the Bidder against each document)	Page Number in the Bid	(To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
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 issued by the			
5.	Summary of Invoices 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 and other certification as required in Evaluation Criteria.		
14.	Latest Price List		
15.	Two Samples of each item in Commercial Packs (where required) Note: Specifications quoted in the Technical Offer will be verified from the samples provided with the bids.		



SCOPE OF THE WORK/ SPECIFICATIONS REQUIRED FOR FINANCIAL YEAR 2022-23 EVALUATION CRITERIA FOR LAB CHEMICALS, KITS & BLOOD BANK ITEMS F.Y.2021-2022

PART-A: ELIGIBILITY CRITERIA

DESCRIPTION	YES/NO	PAGE #
Original receipt for purchase of tender		
3% Bid Security of the estimated price in the form of		
CDR/Bank guarantee must be attached with		
Bidding documents.		
Manufacturer Authorization Certificate / Sole Agency		
Certificate/Authorized Distributor		
Minimum One year (01) business history from the date		
of Registration of Product		
Acceptance of terms and condition, tender documents		
duly signed and stamped		
Price Reasonability certificate		
Undertaking on judicial paper that firm is not blacklisted		
in any Govt./Autonomous body in last two years		
PCR kits (Amplification &Extraction) should be CE		
certified		
PCR kits should be ready to use & compatible with		
Roter-Gene Q5		
Extraction kit should be compatible with amplification kit		
At last 03 years performance certificate In PCR kits		
from PESSI Hospitals or any public sector institute		
Reagent Rental Chemistry Analyzer Should be CE /		
MHLW / FDA / JIS certified		
Minimum 40 tests on panel including ISE		
Minimum 60 sample/QC positions and continuous		
loading of samples		
500 tests/hr or above for a range of chemistries (Without		
ISE i.e. Na+, K+, Cl–)		
Firms already working with PESSI for provision of		
Reagent Rental Chemistry Analyzer Shall submit		
performance certificate		
Pland Page & Anti Sam APD & Samaning ICT devices		
Blood Bags & Anti Sera ABD & Screening ICT devices should be Certified with FDA/PBTA/WHO		
Firm will be bound to providing Commercial pack of quoted		
item sample (where required) failing in which will end up in		
rejection of bid.		
Technically Qualified (TQ) or		
Technically Not Qualified (TNQ)		

MARKING CRITERIA

Please Insert Evaluation Criteria Here Including Compulsory Parameters

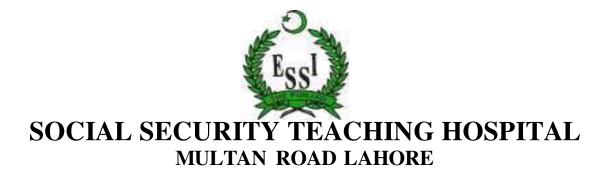
	Total Marks	100		
--	-------------	-----	--	--

QUALIFYING MARKS: 70 OUT OF 100 (70%)

Financial bids of only "Technically Responsive Bidders" will be opened.

PART-B: ASSESSMENT PARAMETERS (BIDDERS)

	ASSESS	SMENT PARAMETERS		MARKS	
1.	NTN No.	and GST registration & copy t	hereof	15	
	NTN No.				
	GSTNo.				
		onal Tax No.=05			
2.	Financia	al Soundness of the firm		20	
	i.	Income tax paid certificate	08		
	ii.	Balance Sheet	08		
	iii.	Bank Statement	04		
J.	Establish	nment of company/firm with ref	ference to the Services.	15	
	i.	More than 05-years	15	10	
	ii.	03-05 years	10		
	iii.	01-03 years	05		
4.	Overall	reputation Certificate in ref	erence to the Services	10	
	i.	Past performance certificate by the En in PESSI	ad user/DMS 08		
	ii.	Private Sector /Public Sector	02		
5.	Product	Certification		15	
	a) Certi	ficates FDA/CE/IS O			
	i.	Any two Certificate	15		
	ii.	Any one Certificate	10		
	b) For local	products			
	i.	ISO	10		
	ii.	ISO 14000	05		
				10	
	Undertak	ing on Judicial E-Stamp / Stamp	Paper worth Rs. 100 that None of the		
			Standard by the competent authority		
		-	suspension of registration of quoted		
	-	-	n any court of law and black listing.		
	The prices quoted in PESSI 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				
	acceptabl		The arctifiance brand shall be		
			t from Principal manufacturer/	15	
7				1	
7		zedDistributor			
,		zed Distributor TOTAL		100	



FRAME WORK CONTRACT FOR THE SUPPLY OF Lab Chemical, PCR kits & Blood Bank Item & Reagent Rental Chemistry analyzer FOR THE FINANCIAL YEAR 2022-23

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 <u>Lab chemical & kits</u> quantities and specifications described in Specifications proforma Year 2022-23 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;

 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 2022-23. 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

9.1

9. Single stage – two envelopes bidding procedure shall be applied.

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 unopened 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 legal stamp paper of Rs. 100/that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.

(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. <u>SUBMISSION OF BIDS</u>

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 unopened 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 satisfactory. **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. **Performance Security.**

i. The successful bidder shall furnish the Performance Security (10% of total order value) in 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 10% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and subject to the satisfaction performance of the firm.

41. **Price Reasonability Certificate**

i. The supplier shall certify on judicial stamp paper that the prices quoted to PESSI against the items mentioned at Tender Enquiry No. _____

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 / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to the final destination. The medicines 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. Maintenance of cold chain be ensured by the supplier during the transportation of heat sensitive / biological products.

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 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 miss planning, mismanagement and/or lack of foresight to handle the situation **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.

16. **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.

17. 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 @ <u>3% of estimated price</u> in the shape of Bank Draft or Call Deposit 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** and in case of unsuccessful bidder, the bid security of the bidder shall be returned.

3. Performance Security

After signing of contract, the successful bidders shall have to deposit bank draft of the amount equal to 10% of order value as performance security in the shape of Bank Draft on e-stamp paper worth rs.100 or Call Deposit 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 10% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year.

4. Delivery and Documents.

The supply order will be placed for the period from the date of its issuance of till 30^{th} June, 2023 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.

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 10% 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 for blacklisting under Rule 21 of PPRA Rules 2014 as well as amendment Notification No. S.O(Cabinet-I)2-9/2015 dated 06.01.2016 issued by the

Government of Punjab Services & General Administration Department

(Implementation & Coordination Wing) shall be followed minimum for a period of two years. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

b. If the firm fails to supply the whole stock, the entire amount of Performance Guaranty/ Security shall be forfeited to the SSH, Multan road account and the firm may be blacklisted under Rule 21 of PPR Rules 2014. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

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

d. The delivery period given by SSTH, Multan Road shall be acceptable to the firms. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 1% per week** of the cost of late delivered supply shall be imposed.

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-----on------

------day of------ 2022, 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

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, _ agrees to indemnify Procuring Agency for any M/s. 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 M/s. by 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 PESSI 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

Witness

MEDICAL SUPERINTENDENT, SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE.

Witness (Concerned DMS)

SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE. Tender for Laboratory & Blood Bank items for the year 2022-2023

S. No.	Name of items with specifications	Estimated rate per kit/Unit	Approxim ate demand	Estimate d Amount
1.	ABG,s Cartridge Solution (Gem Premier 3000) 1 x 300	101400	20	2028000
2.	ABG,s Cleaning CVP Control/Injection (Gem Premier 3000)	24500	05	122500
3.	ABG,s Machine Thermal Roll (Gem Premier 3000)	125	40	5000
4.	API 20 E kit 1 x 25 tests	25000	02	50000
5.	Aluminium Inoculum (01 uL)	400	03 Pcs	1200
6.	Accetone 2.5 Ltr.	10000	30	300000
7.	Antibiotic Discs 1 x 50	340	50	17000
8.	Alfa feto protein Elisa/Access 2 kit	9400	05	47000
9.	Anti-Human sera	310	20	6200
10.	Anti-sera ABD	570	150	85500
11.	AMACR Stain	2000	01	2000
12.	APTT KIT with calcium chloride	7000	36	252000
13.	ANA kit 100 test	8500	10	85000
14.	ASOT kit 100 test	1900	10	19000
15.	Beta HCG Elisa/Access 2 kit	8500	05	42500
16.	BHI Agar 500 gm	14500	02	29000
17.	BHI broth 500 gm	12500	01	12500

18.	Blood Agar 500 gm	12600	03	37800
19.	Blood Agar with Gentacin	11500	01	11500
20.	Blood Culture bottle (Imported)25 ML	70	150	10500
21.	Blood Culture bottle (Imported)50 ML	100	300	30000
22.	Blood Lancet	85	100	8500
23.	Bovine Albumin	310	20	6200
24.	Brush- Test Tubes washing small	200	01	200
25.	Bunson Burner fine quality	1550	01	1550
26.	Calcium Chloride	500	02	1000
27.	Cedar wood oil for microscopy	850	01	850
28.	Carbolic acid	1950	01	1950
29.	CD-15 stain	5000	02	10000
30.	CD-20 stain	6000	02	12000
31.	CD-19 stain	5500	02	11000
32.	CD-30 stain	4500	02	9000
33.	CD 10 stain	4000	01	4000
34.	CD 19 stain	5000	01	5000
35.	CD 68 Stain	5500	01	5500
36.	CD 117	5300	01	5300
37.	CD 99 stain	6500	01	6500
38.	CDX2 stain	3000	01	3000
39.	Chromogranin stain	6000	01	6000
40.	Control Slandered Solution(BOUL)	20000	15	300000

41.	Cover glass for counting newber chamber	290	01	290
42.	Cled Agar 500 gm	9400	01	9400
43.	Cover slip 24*50 mm	100	80	8000
44.	Cover slip 22*22 mm	130	100	13000
45.	Cover slip 18*18 mm	85	10	850
46.	CSF Cell count solution	700	01	700
47.	CRP Latex kit	1400	10	14000
48.	CRP Elisa kit	15000	05	75000
49.	Cryo box 100 well	1000	50	50000
50.	Culture Swab (imported)	850	12	10200
51.	Citrate agar	8500	01	8500
52.	Catalase regent	3500	01	3500
53.	Coagulase Reagent	24500	01	24500
54.	CEA Elisa Access-2 kit	7800	02	15600
55.	CA 125 Elisa/ Access-2 kit 100 tests	14500	03	43500
56.	D-Dimer kit	25500	05	127500
57.	Dengue test device Igm/IgG 1*40	4850	01	4850
58.	Dengue Elisa kit Igm/IgG	11500	01	11500
59.	Diamond pencil	350	02	700
60.	D Nase Agar	8600	01	8600
61.	Desmin stain	5000	01	5000
62.	Decolorizer for Gram Stain 500 ml	950	01	950

63.	EOSIN Stain	7400	15	111000
64.	ER Stain	10000	02	20000
65.	Filter paper	210	02	420
66.	Filter tips 100 ul	9400	01	9400
67.	FSH Elisa/Access 2 kit	8400	05	42000
68.	Formalin 2.5 liter	10000	50	500000
69.	Free T3 Elisa/Access-2 kit	8000	04	32000
70.	Free T4 Elisa/Access-2 kit	8000	04	32000
71.	Glass Slides Frosted Germany	110	200	22000
72.	Glysrin bottle 2.5Ltr.	2100	01	2100
73.	Giemsa Stain	8500	02	17000
74.	Glass Slides 1 x 72 China	90	500	45000
75.	Glypsin 3 stain	15000	01	15000
76.	GATA 3 stain	20000	02	40000
77.	GMS Stain	18000	01	18000
78.	Gel card With Liss Solution for cross match with incubator & centrifuge 1*8	900	1000	900000
79.	H. Pylori Test Device 1 x 40	1550	50	77500
80.	HBsAG Test Device 1 x 40	500	1000	500000
81.	HCL 2.5 Ltr. Bottle	11500	01	11500
82.	HCV Test Device 1 x 40	850	1000	850000
83.	Her 2 New	25000	01	25000
84.	HMB 45 Stain	22000	01	22000

85.	Heamatoxiline 1 Ltr. Bottle	11500	06	69000
86.	h-caldesmon stain	15000	01	15000
87.	HIV Test Device 1 x 40	1050	200	210000
88.	Indian Ink	8000	01	8000
89.	LH Elisa/Access 2 kit	8700	05	43500
90.	LCA Stain	21000	01	21000
91.	Macconkey Agar 500 Gram	9500	01	9500
92.	Macconkey Broth 500 Gram	9500	01	9500
93.	Malaria Test Device 1 x 40	1550	200	310000
94.	Masson Trichrome stain	20000	01	20000
95.	Swelab Solution Diluent	10000	60	600000
	1 x 20Ltr. (BOULE)			
96.	Swelab Solution Lyser	20000	60	1200000
	1 x 5 Ltr. (BOULE)			
97.	Methanol 2.5 ltr.	3000	10	30000
98.	Microtome Blade Disposable 1 x 50	15000	20	300000
99.	Mountant DPX 500 ml	15000	10	150000
100.	Muller Hinton Agar 500 Gram	8600	01	8600
101.	Mycodot(TB) Test device 1 x 40	1600	02	3200
102.	Micro Pipette 10-100 ul	10000	02	20000
103.	Micro Pipette 100-1000 ul	10000	02	20000
104.	Micropipette (1-10 ul)	10000	02	20000
105.	Melan A Stain	3000	01	3000

106.	Neubar Chamber for Cell counting Germany	2850	01	2850
107.	NS1 Dengue Test Device 1 x 40	5200	01	5200
108.	NS1 Dengue Elisa kit	7000	01	7000
109.	Napsin A	25000	01	25000
110.	Oxidase Reagent	4500	01	4500
111.	PAP Diastase Already Prepared	9500	01	9500
112.	PAS Already Prepared	8000	01	8000
113.	PAS Stain	8000	01	8000
114.	PAX8 Stain	30000	01	30000
115.	P63 stain	25000	01	25000
116.	PR Stain	28000	02	36000
117.	Petri Dish plastic Disposable	15	800 pair	12000
118.	PSA Elisa Access-2 kit	7000	03	21000
119.	Pregnancy Test Device 1 x 100 tests	450	10	4500
120.	Prothrombin Time (Thromboplastic) PTT kit	10000	70	700000
121.	Powder Free Glove	1800	10	18000
122.	Powder Free Nitrile Glove	2200	40	88000
123.	Prolactin Elisa/Access 2 kit	9000	05	45000
124.	Progesterone Elisa/Access-2 kit	8500	01	8500
125.	RA Latex/Factor kit 100 test	1250	12	15000
126.	Retic Stain	1800	01	1800
127.	RPR/Syphliss Test Device 1 x 40	750	200	150000

128.	Reticulin stain	10000	02	20000
129.	Silver Stain	20000	01	20000
130.	Stop Watch Digital best Quality	550	04	2200
131.	Stool Occult blood kit 100 test	2200	03	6600
132.	Sysmex Cell Pack Solution 1 x 20 Ltr.	15000	30	450000
133.	Sysmex Stromatolyser 1 x 500 ml	20000	30	600000
134.	Sysmex Control Standard solution	20000	10	200000
135.	Serum Ferritin Elisa/ Access-2 kit 100 tests	10000	05	50000
136.	SIM Agar (Sulfide, Indole, Motility)	8500	01	8500
137.	SMA Stain	4000	01	4000
138.	Serum Cup (Flat cap fine quality)	2150	01	2150
139.	Trop-I kit (Quantitative) Elisa Access-2	30000	60	1800000
140.	T3 Elisa/Access-2 kit	7500	40	300000
141.	T4 Elisa/Access-2 kit	7500	40	300000
142.	TTF-1	20000	02	40000
143.	Test tubes glass 12 x 100 mm china 1 x 250	1100	40	44000
144.	Test Tube plastic 13 x 75 mm with crock 1 x 1000	850	120	102000
145.	Tips Blue 500-1000 ul Imported	250	30	7500
146.	Tips Yellow 10-100 ul imported	200	50	10000
147.	TSH Elisa/Access-2 kit	7500	40	30000
148.	Typhidot Test Device (Single step) 1 x40	1550	40	62000

149.	Testosterone kit 100 tests	9500	01	9500
150.	Thermal roll for Elisa 4"	190	05	950
151.	TSI (Tripple Sugar Iron Agar)	8990	01	8990
152.	Tissue Embedding Cassettes	10	6000 Pcs	60000
153.	Urine Strips 10 Para Meter 1 x 100	1000	150	150000
154.	Vaccume Tube for blood collection 1.8 ml (Coagulation) PTT test 1 x 100	550	150	82500
155.	Vitamin D level kit Elisa/ Access-2	18000	02	36000
156.	Vaccume Tube for blood collection EDTA (CBC) 1 x 100	440	1000	440000
157.	Vaccume Tube for blood collection with Gel 1 x 100	560	900	504000
158.	Wax 2.5 kg	6000	20	120000
159.	Widal kit (O,H,A,B) 4 vial set/kit	850	10	8500
160.	Xylene 2.5 Ltr.	4000	30	120000
161.	ZN Stain (AFB complete set)	2150	01	2150
162.	Blood Bag Single with BT set 500 ml	400	6200	2480000
163.	Blood Bag Double with Double BT set 500+300 ml	700	500	350000
164.	Blood Bag Tripple with Tripple BT set	800	200	160000
165.	Internal Quality Control Third Party Chemistry	100000	01	100000
166.	Internal Quality Control Third Party Hematology	90000	01	90000
167.	External Quality Control Chemistry	110000	01	110000
168.	External Quality Control Hematology	100000	01	100000

169.	HBS Ag kit 1* 100 TEST	10000	40	400000
	Anti HCV KIT 1* 100 TEST	22000	40	880000
	HIV KIT 1* 100 TEST	18000	40	720000
	Syphilis / TPHA kit 100 TEST	20000	40	800000
	Along with fully Automated Analyzer, Calibrator & control on Free of cost			
170.	HCV Real Time PCR kit (Quantitative)	83000	60 kits	4980000
	(LOD 60 IU/ML) with all using consumable PCR tubes 0.1 ml & filter tips (10-ul)	100 tests kit		
	 Ready to use kit (72 samples batch should run on machine). IVD marked 			
171.	HBV Real Time PCR kit (Quantitative)	84000	10 kits	840000
	(LOD 60 IU/ML) with all using consumable PCR tubes 0.1 ml & filter tips (10-ul)	100 tests kit		
	 Ready to use kit (72 samples batch should run on machine). IVD marked 			
172.	RNA Extraction kit (Spin Column	40000	60 kits	2400000
	Based) with all using consumable filter tips 100 & 1000 ul, Eppendorf tubes 1.5 ml & 2.0 ml flat caps & without cap & Absolute Ethanol	100 test kits		
	 Must be compatible with amplification 			
173.	DNA Extraction kit (Spin Column	40000	10 kits	400000
	Based) with all using consumable filter tips 100 & 1000 ul, Eppendorf tubes 1.5 ml & 2.0 ml flat caps & without cap & Absolute Ethanol	100 tests kit		
	Must be compatible with amplification			
174.	HCV Real Time Genotype kit with	110000	10 kits	1100000

Extraction kit	50 tests kit		
 Specificity HCV Genotype 1-3 with all using consumble PCR tubes 0.1 ml & filter tips (10-100-1000ul). Spin column based extraction . Ready to use kit IVD marked 			
	Total Ar	nount	33126500 /

SPECIFICATIONS OF FULLY AUTOMATIC CHEMISTRY ANALYSER TO BE SUPPLIED ON REAGENT RENTAL BASIS

TECHNICAL SPECIFICATIONS	Quantity Required
Microprocessor controlled fully automated chemistry analyzer	
User programmable with built in bar code reader	01
Sample type: Serum, Plasma, Body Fluids etc.	
Capability to re-run with automatic on board sample dilution	
Automatic Sample Quality Analysis for Lipemia, Hemolysis, Icterus	
CD/USB Storage System	
RS 232 interface for on line computer	
220V, 50 Hz operated	
Sample volume 2-50	
Touch Screen Display Monitor	
On board reagent refrigeration of 2-8 Degree Centigrade / On board reagent	
refrigeration compatible with the kits.	
Facility to display actual temperature of reagent	
Temperature control for assays at 37C	
Self-calibrating against known standards + Storage of QC results	
Independent stat capability, facility of reflex testing	
Automatic calibration of curves and results	
Automatic flagging of results outside user defined limits	
Data entry by keyboard, bar code reader & LIS	
Bubble and sample level detector/Liquid Level Sensing on both Reagent and Sample	
Probe	
Minimum data storage 10,000 tests	
Clot detector	
Built in alarms for various conditions	
Complete with sample cuvettes	
Reagent vials as per requirement	
Reaction cuvettes / trays ready to work	
With Built-in Thermal Printer or External Laser Printer	
Compatible Imported Online Sine wave UPS with Battery backup for 30 minutes	

(Emerson, Liebert, Chloride, MGE, APC or Equivalent)	
Compatible RO System to operate the Chemistry Analyzer	
Standard accessories	
\succ The Firm will be responsible to provide the controls, calibrators and RO /	
De-Ionized H_2O (water) plant complementary (free of cost).	
> The Firm will be responsible to provide Free PPM and calibration as per	
OEM along with submission of certificates	

Sr. #	Name of Kits / Reagent for Chemistry Analyzer	Estimated rate Per test (Rs)	Approximant Test Demand	Estimated Amount (Rs)
175.	Albumin kit	5.0	5000	25000
176.	Acid phosphatase	15.0	100	1500
177.	Alkaline phosphatase kit (single step)	8.0	40000	320000
	Enzymatic			
178.	Serum amylase	60	1000	60000
179.	Ammonia	60	200	12000
180.	Total Bilirubin	7.0	45000	315000
181.	Direct Bilirubin	10.0	2000	20000
182.	Bicarbonate kit	70.0	3000	21000
183.	Calcium kit	8.0	6000	48000
184.	Cholesterol kit Enzymatic large kit	8.0	8000	64000
185.	СКМВ	70.0	7000	490000
186.	СРК	30.0	10000	300000
187.	Creatinine Kit	5.0	60000	300000
188.	Glucose kit Enzymatic	5.0	55000	275000
189.	HbA1c	270.0	2500	675000
190.	H.D.L kit	70.0	5400	378000
191.	Iron	20.0	4000	80000
192.	LDH	15.0	13000	195000
193.	LDL	115.0	700	80500
194.	Magnesium	15.0	2000	30000
195.	Phosphorus/phosphate kit	10.0	2500	25000
196.	CSF/Urinary protein	51.0	500	25500
197.	SGOT/AST	7.0	60000	420000
198.	SGPT kit (ALT) (Single step)	7.0	60000	420000
199.	Total Iron Binding Capacity (TIBC)	35.0	3200	112000
200.	Total protein kit	7.0	5000	35000
201.	Triglycerides Kit Single Step	15.0	10000	150000
202.	Total Lipid/Lipase	500	70	35000
203.	Uric acid kit	12.0	13000	156000
204.	Urea Kit	8.0	70000	560000
205.	Electrolyte solution pack (sodium, potassium and chloride)	25.0	45000	1125000

206.	Sample cup	4.0	30000	120000
		Total Amount		6873500/-



FRAMEWORK CONTRACT FOR THE

SUPPLY OF THE

ORTHOPEDIC IMPLANTS

FOR THE FINANCIAL YEAR 2022-23



FRAMEWORK CONTRACT FOR THE SUPPLY OF THE ORTHOPEDIC IMPLANTS FOR THE FINANCIAL YEAR 2022-23.

The Social Security Teaching Hospital Multan Road Lahore invites sealed bids from original manufacturers/ Sole agents of foreign principals, to conclude the Framework Contract for Supply of Orthopedic Implants for the financial year 2022-23 at consignee's end.

Interested bidders bidding may get the 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 also be downloaded from PPRA Website www.ppra.punjab.gov.pk & PESSI can Website www.pessi.gop.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 Draft attached with the technical proposal. Interested bidders may submit their bids by **17.05.2022 and 11:15** AM in the office of the undersigned which shall be opened on the same day i.e.

17.05.2022 and 11:30 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



Tender Fee	Rs.1000/-	(Non-Refundable)
Last Date of Issuance:	17/05/2022	till 10:00 AM
Receiving Date & Time:	17/05/2022	till 11:15 AM
Opening Date & Time:	17/05/2022	till 11:30 AM
Procedure:	Single Stage Two Envelopes Biddin	
E	Procedure	
Total Worth of Tender:	Rs. 40,00,000/- (PKR)	
Venue:	Conference Ro	oom, Social Security
	Teaching Hos	spital, Lahore
Bid Security:	The bids shall	l accompany 3% Bid
	Security of the	e estimated price of the
	quoted items in the form of CDR/I	
F	Guarantee (with technical bid).	

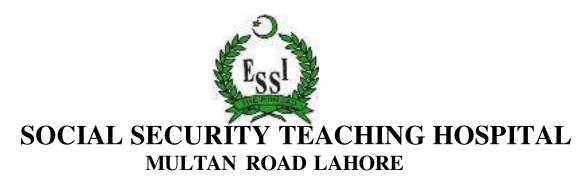
AMEWORK CONTRACT FOR THE SUPPLY OF ORTHOPEDIC IMPLANTS FOR THE FINANCIAL YEAR 2022-23

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 <u>www.ppra.punjab.gov.pk</u> and PESSI website <u>www.pessi.gop.pk</u>.

SU

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.



Dated: / / 2022

PRICE SCHEDULE 2022-23

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

 Tender No._____ Due on _____

Manufactured by: ______

Address: ______

Validity: _____

	Brand				MRP		Market	Price (Offered	
Item #.	Name of the Offered Item	Qty. Required	Regd . No.	Packing Offered	Fixed By F.G.	Trade price	Average Trade Price	In figures	In words.	Value

Note:

- 1. Quoted price should not exceed the Trade Price.
- 2. Trade Price should also not exceed the Market Average Trade Price.
- **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.

Signature of Authorized Person.	
Name of Authorized Person:	
Designation of Authorized Person:	
Participating Firm Name:	
Phone No.	
Stamp:	
~·	

Sr. #	Required Documentation	Checklist (To be initialed by the Bidder against each document)	Relevant Page Number in the Bid	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
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.	Summary of Invoices 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 and other certification as required in Evaluation Criteria. (where required)			

"Check List (Mandatory) for Documentary Evidence"

	Undertaking on Judicial		
	E-Stamp/Stamp Paper worth Rs.100 that		
	1. None of the batch of quoted item has been declared Sub Standard by the competent authority during last two years.		
	2. Non-cancellation / suspension of registration of quoted product of the bidder.		
14.	3. Non-conviction from any court of law and black listing.		
	4. The prices quoted in PESSI are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body.		
	5. 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		
	Two Samples of each item in Commercial		
1-	Packs (where required)		
16.	Note: Specifications quoted in the Technical Offer will be verified from the samples provided with the bids.		

EVALUATION CRITERIA FOR ORTHOPEDIC IMPLANTS Financial Year 2022-2023

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 Judicial		
	E-Stamp/Stamp Paper worth Rs.100 that, none of the batch of		
	quoted item has been declared Sub Standard by the competent		
	authority during last two years. 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 PESSI 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.		
Techni	ically 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	
1.	NTN No. and GST registration & copy NTN No.=05 GST No.=05	thereof	10
2.	Financial Soundness of the firm (20	20	
	i. Income tax paid certificate	08	
	ii. Balance Sheet	08	
	iii. Bank Statement	04	
3.	Establishment of company/firm with re	eference to the Services.	10
	i. More than 05-years		10
	ii. 03-05 years	05	
	iii. 01-03 years	03	
4.	Overall reputation Certificate in re		10
	i. Past performance certificate by t DMS in PESSI	the End user/ 05	
	ii. Private Sector /Public Sector	05	
5.	Product Certification a) Certificates FDA/CE/ISO	10	
	i. Any two Certificate	10	
	ii. Any one Certificate	05	
	b) For Local Products		
	i. ISO	10	
6.	Undertaking on judicial paper that Govt./Autonomous Body in last two	-	10
7	Brand Make and Model of the Product a) local product with		10
	i. International market	10	
	ii. only local market	08	
	b) Foreign product		
	i. In two or more continents	10	
	ii. In single continent	08	
8	Copy of valid sole agency agreeme	ent from principal manufacture	10
9	Length of Registration of Products	s with Ministry of Health.	10
	i. 1-5 Years	04	
	ii. 6-10 Years	08	
	iii. More Than 10 Years	10	
TOTA]		100

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



SCOPE OF THE WORK/ SPECIFICATIONS REQUIRED FOR FINANCIAL YEAR 2022-23

FRAME WORK CONTRACT FOR THE SUPPLY OF ORTHOPEDIC IMPLANTS FOR THE FINANCIAL YEAR 2022-23

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 Orthopedic Implants per quantities and specifications described in Specifications proforma Year 2022-23 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 2022-23. 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 legal stamp paper of Rs. 100/that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (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. <u>SUBMISSION OF BIDS</u>

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 satisfactory. **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. **Performance Security.**

- i. The successful bidder shall furnish the Performance Security (10% of total order value) in 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 10% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and subject to the satisfaction performance of the firm.

41. **Price Reasonability Certificate**

i. The supplier shall certify on judicial stamp paper that the prices quoted to PESSI 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 / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to the final destination. The medicines 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. Maintenance of cold chain be ensured by the supplier during the transportation of heat sensitive / biological products.
- 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 **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.

16. **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.

17. 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 Draft or Call Deposit 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** and in case of unsuccessful bidder, the bid security of the bidder shall be returned.

3. **Performance Security**

After signing of contract, the successful bidders shall have to deposit bank draft of the amount equal to 10% of order value as performance security in the shape of Bank Draft on e-stamp paper worth rs.100 or Call Deposit 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 10% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year.

4. **Delivery and Documents.**

The supply order will be placed for the period from the date of its issuance of till 30^{th} June, 2023 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.

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 10% 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 for blacklisting under Rule 21 of PPRA Rules 2014 as well as amendment Notification No. S.O(Cabinet-I)2-9/2015 dated 06.01.2016 issued by the Government of Punjab Services & General Administration Department (Implementation & Coordination Wing) shall be followed minimum for a period of two years. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

b. If the firm fails to supply the whole stock, the entire amount of Performance Guaranty/ Security shall be forfeited to the SSH, Multan road account and the firm may be blacklisted under Rule 21 of PPR Rules 2014. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

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

d. The delivery period given by SSTH, Multan Road shall be acceptable to the firms. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 1% per week** of the cost of late delivered supply shall be imposed.

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 by the firm.	for the goods	manufactured

{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------ 2022, 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").

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 PESSI 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.

(Sign & Stamp)MEDICAL SUPERINTENDENT,Authorized Person of the FirmSOCIAL SECURITY TEACHING HOSPITAL
MULTAN ROAD LAHOREWitnessWitness (Concerned DMS)

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

SOCIAL SECURITY TEACHING HOSPITAL, MULTAN ROAD, LAHORE. LIST OF ITEM FOR ORTHOPEDIC IMPLANTS F.Y 2022-2023

Sr. No	NAME OF ITEMS WITH SPECIFICATION	Estimated Demand	Estimated Price	Total
1.	1/3 TUBULAR PLATE 3.5MM.			
	• 4 H	10	200/-	2000/-
	• 5"	02	200/-	400/-
	• 6"	02	200/-	400/-
	• 7"	10	200/-	2000/-
	Accessories			
2.	A WIRE + K WIRE (All Type)	350	60/-	21000/-
3.	AUSTIN MOORE HIP PROSTHESIS (standard			
	stem/narrow stem) size 38 to 52mm			
	• Sterilized	10	2200/-	22000/-
	• Non sterilized			
4.	BIPOLAR HIP PROSTHESIS.	06	60000/-	360000/-
	With bone cement Full Range			
	(Europe an/Japan/USA)			
5.	BIPOLAR HIP PROSTHESIS. (Cement less) Full Range (Imported)	02	80000/-	160000/-
6.	BONE CEMENT WITH GENTAMYCIN	10	6000/-	60000/-
7.	BONE CEMENT SIMPLE	14	5000/-	70000/-
8.	BONE STAPLES SET OF THREE	If Required	-	-
9.	Bone substitute	02	10000/-	20000/-
	10 cc	05	18000/-	90000/-
	20 cc			
10.	Bone wax	If Required	-	-
11.	BRAUN'S EXTENSION SPLINT	05	3000	15000
12.	CALIBRATED GUIDE WIRE	If Required	-	-
13.	CANCELEOUS BONE SCREWS 4.5 mm dia, 32	If Required	-	-
	mm thread with washers length up to 110 mm			
14.	CANCELEOUS BONE SCREWS 4mm dia, length	If Required	-	-
	up to 50 mm (Fully threaded)			
15.	CANCELEOUS BONE SCREWS 4mm dia, length	If Required	-	-
	up to 50 mm (Half threaded)			
16.	CANCELEOUS SCREWS FULLY THREADED	If Required	-	-
	(HALF THREADED) 3.5mm, 10-600mm			

17.	CANCELLOUS BONE SCREWS	If Required	_	_
17.	6.5 mm dia length up to 110mm	Il Required		
	Fully threaded) and 32 mm and 16mm threaded			
	Funy threaded) and 52 min and 10min threaded			
18.	Cannulated Dril Bit	If Required	-	-
	i. 2.7mm-	*		
	ii. 3.2mm			
	iii. 3.5mm			
	iv. 6.5mm			
19.	Cannulated screw	If Required	_	-
	3mm dia length up to 110mm.			
	v. 3.5mm""" " " " " " " " " " " "			
	vi. 4.0 """""""""""""			
	vii. 6.5 mm " " " " " " " " " " " "			
	viii. 7.0mm"""""""""""""""			
20.	Drill Bit with Diamond Tip	If Required	-	-
21.	CERVICAL SPINE PLATE.	If Required	-	-
22.	CHARNELY COMPRESSION CLAMP	If Required	-	-
23.	CONDYLAR BLADE PLATE 90 DEGREES.	If Required	-	-
	• 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			
	- /011011			

• 80mm				
• 18 H x 50mm				
• 60mm				
• 70mm				
• 80mm				
	EW 3.5 mm dia length up to	500	45/-	22500/-
60mm.				
25. CORTICAL BONE SCR	EWS 2.5 mm dia length up	If Required	-	-
to 40mm.				
	EWS 4.5 mm dia length up	500	45/-	22500/-
to 70mm				
27. CORTRICAL BONE SC	CREWS 2 mm dia length	If Required	-	-
4-16mm. 28. Malleolar screw 4.5 mm	length 16mm up to 70 mm	If Required	_	_
		пкецитеа	-	-
29. D.C.P BROAD 4.5 MM .				
• 6 H		02	350	700
• 7				
• 8"		02	375	750
• 9"		02	400	800
• 10"		03	520	1560
• 11"		03	600	1800
• 12"		If Required	If Required	If Required
• 14"				
<i>30.</i> D.C.P NARROW 4.5.				
• 6 H		02	300/-	600/-
• 7"		02	325/-	650/-
• 8"		04	470/-	1880/-
• 9"		05	500/-	2500/-
• 10"		05 02	550/- 550/-	2750/- 1100/-
• 11"		02 03	550/- 700/-	2100/-
• 12"		05	7007-	2100/-
31. D.C.S 95 DEGREE (CO)	MPLETE SET)			
• 4 H		02	1500/-	3000/-
• 5"		02	1500/-	3000/-
• 6"		02	2000/-	10000/-
• 7"				
• 8"				
• 10"				
• 12"				
• 14"				

32.	D.H.S 135 DEGREE e-Leg Screw (Complete Set).			
	• 4 H	25	2200/-	55000/-
	• 5 "	05	2200/-	11000/-
	• 6"	03	1600/-	4800/-
	• 7"	03	1600/-	48000/-
	• / • 8"	02	1700/-	3400/-
		02	1800/- 1900/-	3600/-
	• 9"	02	1900/-	3800/-
	• 10"			
	• 12"			
33.	DENHIM PIN	-	-	-
34.	DRILL BIT			
	1.5mm			
	2.7mm,	50	270/-	13500/-
	3.2mm,	50	270/-	13500/-
	3.5mm,			
	4.5mm,			
	5mm,			
	6.5mm.			
35.	ENDER NAILS	If Required	-	-
36.	EXTERNAL FIXATOR	If Required	-	-
	Compression distraction			
37.	EXTERNAL FIXATOR double rod with 06 schanz	If Required	-	-
	screw (Imported)			
38.	EXTERNAL FIXATOR double rod with 6 schanz			
	screw (Imported)	05	3000/-	15000/-
	i. For – Tibia/Femur	05	3000/-	15000/-
	ii. For – Radius/Ulna			
<i>39</i> .	EXTERNAL FIXATOR T CLAMP	If Required	-	-
40.	FIXATOR INTERNI (complete set)	If Required		
41.	GIGGLY SAW	50	120/-	6000/-
42.	GUIDE WIRE FOR D.H.S	30	190/-	570/-
43.	Herbert's screw (imported)	If Required		
44.	HUMERUS SIMPLE NAIL	If Required	-	-
45.	I/M nailing for children with complete set (flexible)	If Required	-	-
46.	Inter French Screws	02	1400/-	2800/-
47.	INTER LOCKING NAIL FOR HUMERUS			
	(compete set)			
	• Reamed			
	• Un reamed	20	25001	500001
		20	2500/-	50000/-

48.	Inter Locking Nail For Tibia with Dynamic Screw Hole +AP Locking Option			
	(Complete set)			
	Reamed	45	2800/	126000/
	• Un reamed	45	2800/-	126000/-
10				
<i>49</i> .	INTERLOCKING NAIL FOR FEMUR			
	(with Dynamic Screw Hole + AP Locking Option)			
	(Complete set)			
	Reamed	20	28000/-	56000/-
	Un reamed			
50.	Proximal Femoral Nail (Imported)	If Required	-	-
51.	Reconstruction Nail (Imported)	If Required	_	-
52.	Fixator for Pelvic	If Required	-	-
53.	KIDSCHNED NAH (IM NAH EOD FEMID)	If Required		
55.	KIRSCHNER NAIL (I/M NAIL FOR FEMUR)	II Kequiled	-	-
	6 to 9 mm dia and length 14 to 40 cm 10 to 14 mm dia and length 14 to 40 cm			
54.	KIRSCHNER NAIL (I/M NAIL FOR TIBIA)	If Required		
54.	6mm dia and length 18 to 34 cm	II Required	-	-
	10 to 14 mm dia and length 14 to 40 cm			
55.	KNOWLE' S PIN	If Required		_
		_	_	_
56.	L BUTTRESS PLATE.	If Required	-	-
	• 4,6 H			
	• 8, 10 H			
57.	L C D C plates 4.5	If Required	-	-
	• 6 H			
	• 8 "			
	• 9 "			
	• 10 "			
58.	L C D C plates.	If Required	-	-
	Small fragment	•		
	• 6 H			
	• 7 "			
	• 6"			
	• 0			

59.	LCP Locking Compression Plate with locking screw			
	(Complete Set)			
	i. Proximal femmur plate	If Required	7000/-	35000/-
	ii. Distal Femur plate	05	7500/-	30000/-
	iii. Proximal tibia plate	04		
	iv. locking plate 3.5, 4.5mm	04	7000/-	28000/-
	(Distal Radius)	If Required		
	5- Distal medial tibial plate	10	7000/-	70000/-
	•			
	6- Distal lateral tibial plate	If Required		
	7- Olecrinon plate	If Required		
	8- Proximal humerus plate(philos)	If Required 05		
	9- Distal lateral humeral plate	03	9000/-	45000/-
	10-Distalmedial humeral plate	If Required	8000/-	16000/-
	v. Clavicle plate	If Required		
	vi. Pelvis plate	If Required		
	vii. Ankle/calcaneus	If Required	00001	220001
	viii. Narrow plate 4.5mm	04	8000/-	32000/-
	_	If Required		
	ix. Broad plate 4.5 mm	04	6000/-	24000/-
	x. DHS Plate 4.5mm	If Required	6000/-	12000/-
	xi. Y-Plate Elbow	02	0000/-	12000/-
60.	MINI FRAGMENT PLATE.	If Required	-	-
	• 4"			
	• 5"			
	• 6"			
<i>61</i> .	MOSS MIAMI set with two screws outer & inner.	If Required	-	-
	Optional accessories			
	a. Transverse connector			
	b. Pedicle hook			
	c. Laminar hook			
	d. Laminar hook angled e. Laminar hook narrow			
	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			
62.	N-A FIXATOR with shanz screws			
	• Small			
	Medium	10	25001	25000/
		10	3500/-	35000/-
()	• Large			
<i>63</i> .	ORTHO FIX (External fixator)			
	• Small			
	Medium			

64.	PERTROCHANTERIC BLADE PLATE 95 DEGREE. BLADE LENGTH 50,60,70,80,90,95,100,105, 110MM	If Required		
65.	RECON NAIL SYSTEM (IMPORTED) for Femur.	If Required	_	
66.	RECONSTRUCTION PLATES (Y PLATES)			
	• 6 H	03	600	1800
	• 8 "	02	620	1240
	• 12 "	03	800	2400
	14"			
67.	RETROGRADE INTERLOCKING NAIL FOR	If Required	-	-
	FEMUR (Complete set)			
68.	Revision knee (Europe/Japan/USA)	If Required	-	-
69.	Revision Knee with Augmentation Blocks	If Required	-	-
	((Europe/Japan/USA))	_		
70.	Total Shoulder Replacement Reverse	If Required	-	-
	(Europe/Japan/USA)			
71.	Total Shoulder Replacement Reverse (Non-	If Required	-	-
	Cemented) (Europe/Japan/USA)			
72.	Total Elbow Replacement (Europe/Japan/USA)	If Required	-	-
<i>73</i> .	Shoulder Arthroplasty. (Europe/Japan/USA)	If Required	-	-
74.	RING FIXATOR full ring+ attachments (made up of	If Required	-	-
	two half rings)	•		
	• Dia 130mm			
	• " 140mm			
	• " 150mm			
	• " 160mm			
	• " 170mm			
	• " 180mm			

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 11Cement Restrictor for Tibia 12-Bone Cement Genta	If Required	-	-
76.	RUSH NAIL (ALL SIZES)	If Required	-	-
77.	Expert Tibial Nail (Imported)	If Required	-	-
78.	 SEMI TUBULAR PLATE 3.5MM. 5 H 6" 7" 8" 10" 	If Required	-	-
79.	SHANZ SCREWS (Imported) 2MM 4MM 6.5MM	15	200/-	3000/-
80.	SMALL "T"PLATE3.5MM. • 3 H • 4" • 5" • 6" • 8"	If Required	-	-
81.	SMALL DCP Plate 3.5MM. • 5H • 6" • 7" • 8" • 10"	If Required 15 05 20	300 320 350	4500/- 1600/- 7000/-
82.	SPOON PLATE. • 5 H • 6" • 8" • 8"	If Required	-	-
83.	STANDARD "T" PLATE 4.5MM. • 3 H • 4" • 5"	If Required 04	700/-	2800/-

	• 6"			
	• 8"			
	• 10"			
	• 12"			
<i>84</i> .	STEIN-MAN PIN	10	150/-	750/-
85.	SUTURE WIRE (16 TO 22 SWG)/ CIRCLAGE WIRE	10	190/-	1900/-
86.	THOMAS SPLINT	If Required	-	-
87.	THOMPSON HEMIARTHROPLASTY PROSTHESIS 38-55mm with one bone cement	If Required	_	_
88.	Total Flex knee joints (Europe/Japan/USA)	01	170000/-	170000/-
89.	TOTAL HIP REPLACEMENT	07	65000/-	455000/-
	(MODULAR TYPE) with two packets of bone cement with gentamycin and cement plug.			
90.	TOTAL HIP REPLACEMENT CEMENT-LESS (Europe/Japan/USA)	05	125000/-	625000/-
<i>91</i> .	Revision of Hip joint cemented and femoral long stem (Europe/Japan/USA)	If Required	-	-
92.	Revision of Hip joint (Non-cemented) (Europe/Japan/USA)	If Required	-	-
<i>93</i> .	TOTAL KNEE JOINTS (completer set) Femoral component- on Tibia component -one Articulating surface- one Patellar button -one	06	170000/-	1020000/-
	Bone cement – 2 Pack with Gentamycin (Europe/Japan/USA)			
<i>94</i> .	Total Shoulder Replacement (Europe/Japan/USA)	If Required	-	-
95.	Uni compartment Knee	If Required	-	-
96.	Veterbroplasty cement	If Required	-	-
97.	WASHER FOR CANCELLOUS SCREWS	If Required	-	-
98.	Vertebral body cages	If Required	-	-
<i>99</i> .	Ace tabular cages for Hip (T.H.R)	If Required	-	-
100.	Drill bit (Imported) All Sizes	If Required	-	-
101.	Trocrochinaric Screw	If Required	-	-
102.	Bone stimulant agent	If Required	-	-
103.		If Required	-	-
	Crespine Gel	If Required		l

Titanium Implants

101	Broad D.C.P	If Required	-	-
	• 8 Hole			
	• 9 "			
	• 10"			
102	D.C.S Complete set	If Required	-	-
103	D.H.S Complete set	If Required	-	-
104	I/M Nail (Interlock with complete set)	If Required	-	
	• Tibia			
	• Femur			
	• Humurs			
105	Narrow D.C.P	If Required	-	-
	• 8 Hole to 12 Hole			
	• 9 " "			
	• 10 ""			
	• 12 ""			
106	Small D.C.P	If Required	-	-
	• 6 Hole			
	• 7 "			
	• 8 "			
107	TITANIUM SCREWS	If Required	-	-
	• 3.5mm			
	• 4.5 mm			

108	LCP Locking Compression Plate with locking			
	screw (Complete Set)			
	xii. Proximal femmur plate	If Required	-	-
	xiii. Distal Femur plate	If Required	-	_
	xiv. Proximal tibia plate	If Required	-	-
	xv. locking plate 3.5, 4.5mm	If Required	_	-
	(Distal Radius)			
	5- Distal medial tibial plate	If Required	-	-
	6- Distal lateral tibial plate	If Required	-	-
	7- Olecrinon plate	If Required	-	-
	8- Proximal humerus plate(philos)	If Required	-	-
	9- Distal lateral humeral plate	If Required	-	-
	-	If Required	-	-
	10-Distalmedial humeral plate	If Required	-	-
	xvi. Clavical plate			
	xvii. Pelvis plate	If Required	-	-
	xviii. Anicle / calcanious	If Required	-	-
	xix. Narrow plate 4.5mm	If Required	-	-
	xx. Broad plate 4.5 mm	If Required	-	-
	xxi. DHS Plate 4.5mm	If Required	-	-
	xxii. Y-Plate	If Required	-	-
109	RING FIXATOR full ring+ attachments (made up			
	of two half rings) Aluminum	If Required	-	-
	• Dia 130mm			
	• " 140mm			
	• " 150mm			
	• " 160mm			
	• " 170mm			
	• " 180mm			
110	Hybrid Ex. Fix			
		If Required	-	-

Total Cost = 39,52,950/-



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

FRAMEWORK CONTRACT FOR THE

SUPPLY OF THE

SURGICAL SUTURES

FOR THE FINANCIAL YEAR 2022-23



SOCIAL SECURITY TEACHING HOSPITAL MULTAN ROAD LAHORE

FRAMEWORK CONTRACT FOR THE SUPPLY OF THE SURGICAL SUTURES FOR THE FINANCIAL YEAR 2022-23.

The Social Security Teaching Hospital Multan Road Lahore invites sealed bids foreign original manufacturers/ Sole agents of principals. conclude the from to Framework Contract for Supply of Surgical Sutures for the financial year 2022-23 at consignee's end.

Interested bidders bidding may get the 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 also be downloaded from PPRA Website www.ppra.punjab.gov.pk & PESSI can Website www.pessi.gop.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 Draft attached with the technical proposal. Interested bidders may submit their bids by **17.05.2022 and 11:45** AM in the office of the undersigned which shall be opened on the same day i.e.

17.05.2022 and 12:05 PM 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:	17/05/2022	till 10:00 AM
Receiving Date & Time:	17/05/2022	till 11:45 AM
Opening Date & Time:	17/05/2022	till 12:05 PM
Procedure:	Single Stage	Two Envelopes Bidding
E	Procedure	
Total Worth of Tender:	Rs. 39,00,00	0/- (PKR)
Venue:	Conference R	oom, Social Security
	Teaching Ho	spital, Lahore
Bid Security:	The bids shal	l accompany 3% Bid
-	Security of the	ne estimated price of the
	quoted items	in the form of CDR/Bank
F	Guarantee (w	vith technical bid).

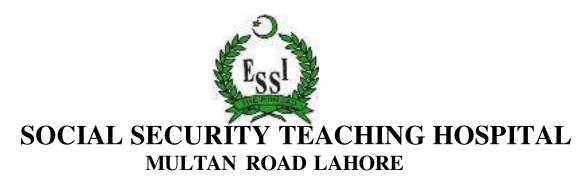
AMEWORK CONTRACT FOR THE SUPPLY OF SURGICAL SUTURES FOR THE FINANCIAL YEAR 2022-23

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 <u>www.ppra.punjab.gov.pk</u> and PESSI website <u>www.pessi.gop.pk</u>.

SU

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.



Dated: / / 2022

PRICE SCHEDULE 2022-23

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	Market Average Trade Price	Price (In figures	Offered In words.	Value

Note:

- 1. Quoted price should not exceed the Trade Price.
- 2. Trade Price should also not exceed the Market Average Trade Price.
- **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.

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 (To be initialed by the Bidder against each document)	Relevant Page Number in the Bid	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
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.	Summary of Invoices 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 and other certification as required in Evaluation Criteria. (where required)			

Undertaking on Judicial				
E-Stamp/Stamp Paper worth Rs.100 that				
1. None of the batch of quoted item has been declared Sub Standard by the competent authority during last two years.				
2. Non-cancellation / suspension of registration of quoted product of the bidder.				
3. Non-conviction from any court of law and black listing.				
4. The prices quoted in PESSI are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body.				
5. 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.				
Latest Price List				
Two Samples of each item in Commercial				
Packs (where required)				
Note: Specifications quoted in the Technical Offer will be verified from the samples provided with the bids.				
	 E-Stamp/Stamp Paper worth Rs. 100 that 1. None of the batch of quoted item has been declared Sub Standard by the competent authority during last two years. 2. Non-cancellation / suspension of registration of quoted product of the bidder. 3. Non-conviction from any court of law and black listing. 4. The prices quoted in PESSI are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. 5. 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. Latest Price List Two Samples of each item in Commercial Packs (where required) Note: Specifications quoted in the Technical Offer will be verified from the samples provided with the 	E-Stamp/Stamp Paper worth Rs. 100 that 1. None of the batch of quoted item has been declared Sub Standard by the competent authority during last two years. 2. Non-cancellation / suspension of registration of quoted product of the bidder. 3. Non-conviction from any court of law and black listing. 4. The prices quoted in PESSI are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. 5. 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. Latest Price List Two Samples of each item in Commercial Packs (where required) Note: Specifications quoted in the Technical Offer will be verified from the samples provided with the	E-Stamp/Stamp Paper worth Rs. 100 that 1. None of the batch of quoted item has been declared Sub Standard by the competent authority during last two years. 2. Non-cancellation / suspension of registration of quoted product of the bidder. 3. Non-conviction from any court of law and black listing. 4. The prices quoted in PESSI are neither more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. 5. 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. Latest Price List Two Samples of each item in Commercial Packs (where required) Note: Specifications quoted in the Technical Offer will be verified from the samples provided with the	E-Stamp/Stamp Paper worth Rs.100 that I. None of the batch of quoted item has been declared Sub Standard by the competent authority during last two years. 2. Non-cancellation / suspension of registration of quoted product of the bidder. 3. Non-conviction from any court of law and black listing. 4. The prices quoted in PESSI are neither more than the Trade Price nor more than the Trade Price nor more than the prices quoted in any Government Institution. / Semi Government/ Autonomous Body. 5. 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. Latest Price List Two Samples of each item in Commercial Packs (where required) Note: Specifications quoted in the Technical Offer will be verified from the samples provided with the

EVALUATION CRITERIA FOR SURGICAL SUTURES Financial Year 2022-2023

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 Judicial		
	E-Stamp/Stamp Paper worth Rs.100 that, none of the batch of		
	quoted item has been declared Sub Standard by the competent		
	authority during last two years. 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 PESSI 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.		
Techni	cally 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 PA	RAMETERS		MARKS
1.	NTN No. and GST re NTN No.=05 GST No.=05	of	10	
2.		ss of the firm (2019-2	0/ 2020-21) or last Calendar Year	20
		paid certificate	08	-
	ii. Balance Sh	eet	08	
	iii. Bank State	ment	04	
3.	Establishment of com	pany/firm with referen	ce to the Services.	10
	i. More than		10	10
	ii. 03-05 years		05	
	iii. 01-03 years		03	
4.	Overall reputation	Certificate in referen	ce to the Services	10
	i. Past perform DMS in PE	nance certificate by the End SSI	luser/ 05	
	ii. Private Sec	tor /Public Sector	05	
5.	Product Certification a) Certificates FDA	-		10
	i. Any two Ce	rtificate	10	
	ii. Any one Ce	ertificate	05	
	b) For Local Products	3		
	i. ISO		10	
6.		licial paper that firm Body in last two year	is not blacklisted in any s	10
7	Brand Make and Model o a) local product with	f the Product		10
	i. Internation	nal market	10	
	ii. only local m	narket	08	
	b) Foreign product			
	1.	nore continents	10	
	ii. In single co	ntinent	08	
8	Copy of valid sole	agency agreement fr	om principal manufacture	10
9		tion of Products with	Ministry of Health.	10
	i. 1-5 Years		04	
	ii. 6-10 Years		08	
	iii. More Than	10 Years	10	
TOTA	L			100

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



SCOPE OF THE WORK/ SPECIFICATIONS REQUIRED FOR FINANCIAL YEAR 2022-23

FRAME WORK CONTRACT FOR THE SUPPLY OF SURGICAL SUTURES FOR THE FINANCIAL YEAR 2022-23

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 Surgical Sutures per quantities and specifications described in Specifications proforma Year 2022-23 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 2022-23. 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 legal stamp paper of Rs. 100/that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (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. <u>SUBMISSION OF BIDS</u>

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 satisfactory. **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. **Performance Security.**

- i. The successful bidder shall furnish the Performance Security (10% of total order value) in 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 10% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year and subject to the satisfaction performance of the firm.

41. **Price Reasonability Certificate**

i. The supplier shall certify on judicial stamp paper that the prices quoted to PESSI 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 / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to the final destination. The medicines 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. Maintenance of cold chain be ensured by the supplier during the transportation of heat sensitive / biological products.
- 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 **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.

16. **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.

17. 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 Draft or Call Deposit 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** and in case of unsuccessful bidder, the bid security of the bidder shall be returned.

3. **Performance Security**

After signing of contract, the successful bidders shall have to deposit bank draft of the amount equal to 10% of order value as performance security in the shape of Bank Draft on e-stamp paper worth rs.100 or Call Deposit 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 10% performance security shall be initiated on receipt of written request from the firm after expiry of the said financial year.

4. **Delivery and Documents.**

The supply order will be placed for the period from the date of its issuance of till 30^{th} June, 2023 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.

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 10% 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 for blacklisting under Rule 21 of PPRA Rules 2014 as well as amendment Notification No. S.O(Cabinet-I)2-9/2015 dated 06.01.2016 issued by the Government of Punjab Services & General Administration Department (Implementation & Coordination Wing) shall be followed minimum for a period of two years. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

b. If the firm fails to supply the whole stock, the entire amount of Performance Guaranty/ Security shall be forfeited to the SSH, Multan road account and the firm may be blacklisted under Rule 21 of PPR Rules 2014. Institution reserves the right to purchase the item from the 2nd-lowest firm at the risk and cost of the defaulting firm.

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

d. The delivery period given by SSTH, Multan Road shall be acceptable to the firms. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 1% per week** of the cost of late delivered supply shall be imposed.

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 by the firm.	for the goods	manufactured

{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------ 2022, 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").

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 PESSI 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.

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

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

LIST OF ITEM FOR SURGICAL SUTURES

	<u>F.Y 2022-2023</u>						
Sr.No	NAME OF ITEMS WITH SPECIFICATION.	Estimated Demand	Estimated Price	Total			
1.	Chromic catgut no. (1) 40mm R.B	2040	90	183600			
2.	Chromic catgut no. (2) 40mm R.B 1/2 circle	2100	88	184800			
3.	Chromic catgut no. (2/0) 30mm R.B	60	92	5520			
4.	Chromic catgut no. (3/0) 20mm R.B	120	92	11040			
5.	Chromic catgut no. (4/0) 20mm R.B curved	60	90	5400			
6.	Liga clip medium/large	265	550	145750			
7.	Liga clip LS 300,400	60	550	33000			
8.	Ethilon (10/0).	144	1000	144000			
9.	Poly Dioxanone (4/0) 20mm R.B 1/2 circle.	280	280	78400			
10.	Poly Dioxanone (5/0) 1/2 circle.	24	280	6720			
11.	Poly glycolic Acid no. (0) 40mm R.B	72	180	12960			
12.	Poly glycolic Acid no. (1) 40mm R.B.	6000	170	1020000			
13.	Poly glycolic Acid no. (2) 40/45mm R.B.	840	175	147000			
14.	Poly glycolic Acid no. (2/0) 30mm R.B	1200	150	180000			
15.	Poly glycolic Acid no. (3/0) 30mm R.B	300	190	57000			
16.	Poly glycolic Acid 4/0 R,B	228	190	43320			
17.	Propylene no. (0) 40mm R.B.	12	130	1560			
18.	Propylene no. (1) 40mm R.B.	540	180	97200			
19.	Propylene (2/0) 25,30mm R.B.	540	180	97200			
20.	Propylene no. (2/0) 60mm straight needle.	3600	155	558000			
21.	Propylene (3/0) 20mm,30mm R.B.	120	165	19800			
22.	Propylene no. (3/0) 60mm straight needle.	180	170	30600			
23.	Propylene (4/0) 16mm ,20mm R.B.	84	175	14700			
24.	Propylene (6/0) Double Needle 13mm.	60	250	15000			
25.	Poly Propylene mesh large 30x30cm	05	5600	28000			
26.	Poly Propylene mesh medium 15x15cm	40	2800	112000			
27.	Poly Propylene mesh small 6x11cm	145	2150	311750			
28.	Propylene tension suturing size 1, 90 mm cutting.	24	180	4320			
29.	Black silk no. 0 Straight Cutting.60mm	800	70	56000			
30.	Black silk no. 1 30mm 1/2 circle. R.B	800	50	40000			

31.	Silk no. (2/0) 30mm 1/2 circle. R.B	60	60	3600	
32.	Silk no. (2/0) straight.60mm	84	60	5040	
33.	Silk no. (3/0) R.B 1/2 circle.	12	60	720	
34.	Silk no. (4/0) 1/2 circle R.B.	12	60	720	
35.	Skin Staples.	350	475	166250	
36.	Composite mesh (All Size)	01	70000	70000	
	Total				

Total Cost = 3890970/-