

RS. 3000/=

BIDDING DOCUMENT

SUTURE MATERIAL
FINANCIAL YEAR 2019-2020

SHAIKH ZAYED HOSPITAL, LAHORE

PH: 042-35865731

Ext: 2209, 2243

1.	Tender Enquiry	Suture Material
2.	Tender Price	Rs. 3000/= (Non Refundable)
3.	CDR	2% of the quoted price (along with technical bid).
4.	Last date & time of tender purchase	06-08-2019 (Working hours i.e 2:30pm)
5.	Last date & time of tender receiving	07-08-2019 (10:30AM)
6.	Tender opening date & time	07-08-2019 (11:00AM)
7.	Tender opening Venue	Conference Room (Shaikh Zayed Hospital Lahore).

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DR. SYED MUNAWAR SHAH
Deputy Administrator (Pharmacy)
Shaikh Zayed Hospital, Lahore.

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Pharmacist
Pharmacy Department
Sheikh Zayed Hospital
Lahore

INSTRUCTIONS TO BIDDERS

1. Source of Funds: The Health Department, Government of Pakistan, has allocated funds to the Shaikh Zayed Hospital Lahore under their relevant head of Account. The Shaikh Zayed Hospital Lahore intends to conclude Annual Rate Contract for the supply of Medicines, Surgical Disposable items and Suture Material on Free Delivery to Consignee's end basis.

2. Eligible bidders: This Invitation for Bids is open to all Manufacturers and in case of imported goods, Authorized Sole Agents of the Foreign Principal in Pakistan for supply of Suture Material on Free Delivery to Consignee's end basis. The Authorized Sole Agents must possess a valid authorization from the Foreign Principal (Manufacturer in a foreign country) and in case of Manufacturer, they should have a documentary proof to the effect that they are the original manufacturer of the required Suture Material However Authorized distributors are also eligible to participate in tender of Surgical Disposable / Suture material. The bidder shall also have to submit a copy of Memorandum of Association / Partnership deed registered with the Registrar of Companies in Pakistan. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal / Provincial / District), a Local Body or a Public Sector Organization.

3. Eligible Goods and Services: All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term "Goods" includes any Goods that are the subject of this Invitation for Bids and the term "Services" shall includes related services such as transportation, insurance etc. The "origin" means the place where the goods are produced, or the place from which the related services are supplied.

4. 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.

THE BIDDING PROCEDURE

5. Single Stage –Two Envelopes Bidding Procedure shall be applied:

- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;
- ii. The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- iv. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened;
- v. The Procuring Agency shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- vi. During the technical evaluation, no amendments in the technical proposal shall be permitted;

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- vii. The Financial Proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
- ix. The financial proposal of bids found technically non-responsive shall be returned **un-opened** to the respective bidders.
- x. The bid found to be the **lowest evaluated bid** shall be accepted, If not in conflict with any other law rules, regulations or policy of the Government of Pakistan.

THE BIDDING DOCUMENTS

6. Content of Bidding Documents:

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

- a. Instructions to bidders;
- b. General Conditions of Contract;
- c. Special Conditions of Contract;
- d. Schedule of Delivery;
- e. Technical Specifications;
- f. Contract Form;
- g. Manufacturer's Authorization Form;
- h. Performance Guarantee Form;
- i. Bid Form;
- j. Price Schedule;
- k. Bid Evaluation Criteria; and
- l. List of Suture Material.

ii. The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.

iii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.

iv. 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.

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

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8. Amendment of Bidding Documents: At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

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

10. Document Comprising the Bid: The bid comprise the following documents:

- (a) Bid Form and Price Schedule completed in accordance with instructions to bidders (to be submitted along with financial proposal);
- (b) Documentary evidence established in accordance with instructions to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (c) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents;
- (d) Earnest Money in the shape of "Call Deposit" dully pledged in favour of Administrator Shaikh Zayed Hospital, Lahore furnished as per Tender terms & conditions.

11. Bid Form & Price Schedule: The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their specifications, packing, quantity, and prices.

12. 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 prices should be quoted both in words as well as figures.
- iv. The bidder should quote the prices of goods according to strength / technical specifications as provided in form of price schedule & technical specifications. The specifications of goods, different from the demand of tender enquiry, shall straightway be rejected.
- v. The bidder is required to offer best competitive prices. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes,




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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. The Shaikh Zayed Hospital Lahore is exempted from Sales Tax, so quote rates without Sales Tax.

- vi. 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.**
- vii. 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.
13. **Bid Currencies:** Prices shall be quoted on **F.O.R** and **C&F** Basis free delivery to consignee end. State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of financial bid (LC cases).
14. **Documents Establishing bidder's Eligibility and Qualification:**
- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the 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 instructions to the bidders
 - iii. The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
 - (a) The Authorized Sole Agent shall have to produce letter of authorization from Foreign Principal (Manufacturer in a foreign country) and in case of Manufacturer, documentary proof including drug manufacturing license / drug registration certificate to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
 - (b) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
 - (c) The bidder shall submit an affidavit on legal stamp paper of Rs.100/- that their firm is not blacklisted on any ground by any Government (Federal / Provincial / District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (d) The bidder should have minimum **one year experience in the market**. Similarly, it is mandatory that the item to be quoted by the Authorized Sole Agent of Foreign Principal / Manufacturer should have availability in the market minimum for the **last one year**. Similarly it is mandatory that the item to be quoted by the Authorized Sole Agent of Foreign Principal /

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Manufacturer should have been used in different public / private institutions / hospitals. Documentary proofs shall have to be provided in this regard.

- (e) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
- (f) The bidder must indicate the drug registration number, make of country of origin / Manufacturer of the drugs, capacity of production of the firm, its financial status, batch capacity, necessary assurance of quality production, GMP/cGMP, and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants.
- (g) The bidder shall provide a list of plant, major machinery and equipment installed in the factory. In case of imported items, the list of the countries in which the quoted item is available & is in use and the profile / credentials of the foreign Manufacturer shall be provided along with bid.
- (h) The bidder shall provide firms balance sheet, latest tax paid, audit report (if under taken) and at least one year balance statement.
- (i) The bidder shall submit total list of products it supplies in the market. The bidder shall also be responsible for providing up to date list of both public and private hospitals to which it has supplied the quoted item over the last two years along with supply order details.
15. **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. The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered which a certificate of origin issued by the Manufacturer shall confirm.
- iii. **Submission of samples:**
- a) The bidder must produce along with technical proposal, **six (06)** samples of quoted products according to the strength & packing as per technical bid. No technical proposal / bid shall be considered in absence of samples **Physician's samples are not allowed in any case**
- b) The representative sample(s) must be from the most recent stocks, supported by valid warranty as per Drug Act 1976.
16. **Bid Security:** The bidder will submit Earnest Money @ 2% of the quoted price along with technical bid in the shape of "CDR" duly pledged in favour

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Administrator Shaikh Zayed Hospital, Lahore which will be returned back on submission of 5% bank guarantee / Security on award of contract letter.

17. Bid Validity:

- i. Bids shall remain valid for the period of **Six (06) Months** after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii. bidders who,-
 - (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
 - (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (Earnest Money).

18. Format and Signing of Bid:

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

SUBMISSION OF BIDS

19. Sealing and Marking of Bids:

- i. The envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. 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, and shall be inscribed by the wording "**DO NOT OPEN BEFORE**"
- ii. The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".

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- iii. If the outer as well as inner envelope is not sealed and marked as required by instructions to bidders, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.
20. **Deadline for Submission of Bids:** Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instructions to bidders, not later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instructions to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
21. **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.
22. **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 instructions to bidders.

OPENING AND EVALUATION OF BIDS

23. **Opening of Bids**
- i. The Procuring Agency shall initially open only the envelopes marked "TECHNICAL PROPOSAL" in the presence of bidders/bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.
 - ii. The bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.
 - iii. The Procuring Agency shall prepare minutes of the bids opening (technical and financial).
24. **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.

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25. Preliminary Examination:

- i. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- ii. In the financial bids (at the time of opening of financial proposal) the arithmetical errors shall be rectified on the following basis.
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the 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. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these **Clauses**, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws and Taxes & Duties shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- v. 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.

26. Evaluation & Comparison of Bids:

- i. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to instructions to bidder.
- ii. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, previous performance evaluation comments / reports, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instructions to bidders.
- iii. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.

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- iv. In case of procurement on C&F / CIF basis: for the comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees in pursuant to instruction to bidders. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that date.
- v. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

27. Evaluation Criteria:

- i. For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous drugs testing laboratory test / analysis reports, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following evaluation criteria can be applied for the **TECHNICAL PROPOSAL**:

- i) The recommendations of Technical Advisory Committee.
- ii) The firm must have minimum experience of one year, in supply of the relevant product with good performance certificate. The more experience the high marks criteria shall apply.
- iii) Financial status of the firm would be derived from the transactions of bank statement and debt. The minimum financial worth is 150 million. Financially sound party with excellent business record could get higher marks.
- iv) After technical evaluation is completed, the Procuring Agency shall simultaneously notify the bidders the date, time and location for opening the financial proposals. Bidder's attendance at the opening of financial proposals is optional.
- v) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the bidders who qualified technical evaluation shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded.

28. 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. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification.

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

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30. Rejection of Bids: The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.

No Offer will be Considered if it:

- i. Is received after the date & time fixed for its receipt.
- ii. Is unsigned.
- iii. Is conditional
- iv. Is given by a firm black listed, suspended or removed from the approved list of the Health Department Government of Pakistan, Autonomous Health Institutions or by the Federal Health Ministry.
- v. Is received with a validity period shorter than that required in the tender inquiry.
- vi. Does not conform to general conditions of the tender inquiry.
- vii. Is received without earnest money as specified in tender.

31. Re-Bidding: If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under PPRA Rules 2004 (Amended) The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

32. Announcement of Evaluation Report: The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

AWARD OF CONTRACT

33. Acceptance of Bid and Award criteria: The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.

34. Procuring Agency's right to vary quantities at time of award: The Procuring Agency reserves the right at the time of Rate / Running Contract's award 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. Quantity of requisite/ Advertised Stores can be increased or decreased in best interest of the institution as per demand by the end user.

35. Negotiations: The bidders shall quote minimum and competitive rates. Save as otherwise provided there shall be no negotiations with the bidder having lowest evaluated bid or with any other bidder; provided that the extent of bidding permissible shall be subject to the regulations issued by PPRA.

36. 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 or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- ii. The notification of award shall constitute the formation of the Contract.

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37 Signing of Contract:

- i. At the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted, the Procuring Agency shall send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.
- ii. Both the successful bidder and the Procuring Agency shall sign with date the Contract on the legal stamp paper. Thereafter, the Procuring Agency shall issue Purchase Order. If the successful bidder, after completion of all Codal Formalities shows inability to sign the Contract then the firm shall be blacklisted minimum for two years. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

38. Performance Guarantee / Security:

- i. On the date of signing of Contract, the successful bidder shall furnish the Performance Guarantee / Security in accordance with the Conditions of Contract, in the Performance Guarantee / Security Form provided in the bidding documents. The Performance Guarantee will be 5% of the contract amount. The performance shall be deposited in the shape of call deposit.
- 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 or call for new bids.

39. Schedule of Requirement: The supplies shall be delivered within 30 days w. e. f the next date after the date of issue of Purchase Order without penalty. In case of late delivery of goods beyond the Delivery Period specified in the Purchase Order, penalty @ 0.067% per day of the cost not exceeding 10% of the purchase order value for late delivered supply shall be imposed upon the supplier 2% penalty will be imposed one time to the supplier in case of Non-supplied item.

40. Corrupt or Fraudulent Practices:

a. The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:

- I. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and
 - II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- b. shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;




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- c. shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract.

GENERAL CONDITIONS OF CONTRACT

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

- a. **"The Rate Contract"** is a contract for the supply of stores at specified rates during the period covered by the contract. No quantities are mentioned in the Rate Contract and the successful bidder is bound to accept any order which may be placed upon him at the rates specified within the period of the contract. The Rate Contract may be concluded with one or more contractors.
 - b. **"The Running Contract"** is a contract for the supply of an approximate quantity of stores at specified price during period of contract. The approximate requirements of a number of indenters for the period in question are combined by the Procuring Agency. The running contract also provides that any of these indenters may demand his requirement at any time or at specified period during the currency of the contract. The ordinary period of the Currency of the Rate or Running Contracts shall be One Year (Extendable) from the date of issuance of the Award Letter, either direct from the firm or by indent on the same Procuring Agency.
 - c. **"The Contract"** means the agreement between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - d. **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - e. **"The Goods"** means Suture Material which the Supplier is required to supply to the Procuring Agency under the Contract.
 - f. **"The Services"** means those services ancillary to the supply of goods, such as printing of special instructions on the label and packing, design, logo, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
 - g. **"The Procuring Agency"** means the Shaikh Zayed Hospital Lahore working under the administrative control of Health Department Government of the Pakistan.
 - h. **"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
3. **Country of Origin:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited

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DR SYED MUNIM SHAN
Faculty Administrator (Pharmacy)
Shaikh Zayed Hospital, Lahore.

to such goods and services. For the purposes of this clause, "origin" means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.

4. Standards: The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of Contract Documents and Information:

- i) The Supplier shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.
- ii) The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.
- iii) Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.
- iv) The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier.

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

7. Submission of Samples: The Supplier shall provide six (06) samples (free of cost) of the quoted product to the Procuring Agency.

8. Ensuring intimation of storage arrangements: To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.

9. Inspections and Test / Analysis

- i) The Procuring Agency or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the specifications of the contract at no extra cost to the Procuring Agency.
- ii) The inspection committee constituted by the Consignee shall inspect the quantity and specifications of goods after receipt of standard quality report from Drug Testing Laboratory concerned. The cost of Laboratory Test shall be born by the supplier.
- iii) The supplier will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids / substandard / spurious / misbranded / expired. Moreover, it will replace the unconsumed expired stores without any further charges.
- iv) The Procuring Agency's right to inspect & test and, where necessary, reject the goods after the arrival at Procuring Agency's destinations shall in no way be limited or waived by reason of the

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Sheikh Zayed Hospital, Lahore.

goods having previously been inspected, tested and passed by the Procuring Agency or its representative.

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

10. Chemical and Physical Examination / Inspection of Goods:

i. All the Suture Material shall be acceptable subject to chemical & physical examination. The chemical examination shall be carried out by the Drug Testing Laboratory. The Inspection Committee constituted by the Consignee shall carry out the physical examination after receipt of supplies and standard test / analysis report of the Lab. If the facility of test / analysis is not available with laboratory the batch release certificate and test analysis report of quality control / quality assurance department of the manufacturer shall be relied upon.

ii. If the Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc, even if it is of standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within stipulated period of time from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for one year. However, if the entire supplies/ installments are declared as of against the required specifications, the entire performance security shall be forfeited and the firm shall be blacklisted minimum for two years.

11. Delivery and Documents: The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in Special Conditions of the Contract.

12. Insurance: The goods supplied under the Contract shall be delivered duty paid.

13. Transportation: The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. The goods shall be delivered on the risk and cost of the Supplier. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.

14. 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.

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Deputy / Assistant (Pharmacy)
Sheikh Zayed Hospital, Lahore.

15. **Warranty:** The Suture Material shall be accompanied by the necessary warranty on form 2-A (on judicial paper) in accordance with the provision of the Drug Act 1976 & rules framed there under. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
16. **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 which will be paid after satisfactory report by the Inspection Committee for free delivery at consignee end. In case of import cases the payment will be made 100% via establishing the LC at sight and receiving shipping documents/ Bill of landing, Insurance, Inspection certificate of the manufacturer, country of origin, compliance of International standards of quality as per bid as per INCOTERMS.
17. **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.
18. **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
19. **Subcontracts:** The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.
20. **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 in the Schedule of Requirements. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as possible after the receipt of the supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Procuring Agency by amendment of Contract. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
21. **Penalties / liquidated Damages:** In case of late delivery beyond the presented 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. In case of supply of substandard product destruction cost will be borne by the firm i.e. Burning, Dumping and Incineration. If the firm provides substandard item and fail to provide the item the payment of risk purchase (which will be purchased by the Consignee) the price difference shall be paid by the Firm.





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Pharmacy Department
Sheikh Zayed Hospital
Lahore



DR. SYED MUHAMMAD RIZWAN
Senior Administrator (Pharmacy)
Sheikh Zayed Hospital, Lahore.

22. **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 there of 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
23. **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. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargos. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Shaikh Zayed Hospital Lahore, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
24. **Termination for Insolvency:** The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
25. **Arbitration and Resolution of Disputes:** The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary


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Pharmacist MUNIYAR SHAN
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Health or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties

26. **Governing Language:** 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.
27. **Applicable Law:** This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
28. **Notices**
- 1 Any Notice given by one party to the other pursuant to this contract shall be sent to the other party in writing and confirmed to other party's address specified in Special Conditions of Contract.
 - 2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SPECIAL CONDITION OF CONTRACT

1. **Definitions:**
- i. **"The Bid"** means a tender, or an offer, in response to an invitation, by a person, consultant, firm, company or an organization expressing his or its willingness to undertake a specified task at a price;
 - ii. **"The Bidder"** means a person who submits a bid;
 - iii. **"The Contractor:** means a person, consultant, firm, company or an organization who undertakes to supply goods, services or works; and
 - vi. **"The Lowest Evaluated Bid"** means,-
 - (a) a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document; and
 - (b) having lowest evaluated cost.
2. **Country of Origin:** All goods and related services to be supplied under the contract must be from that origin / country as indicated under general conditions of the contract.
3. **Performance Guarantee / Security:** After signing of contract, the successful bidder shall furnish the Performance Guarantee / Security on the legal stamp paper equivalent to 5% of the total Contract amount from any of the scheduled banks in accordance with the conditions of the tender inquiry on the prescribed format.
4. **Inspection and test:** Inspection and test Suture Material at final acceptance shall be in accordance with the conditions of contract. After delivery at consignee's end basis and standard test / analysis report from the Drug Testing Laboratory, the goods shall be inspected /examined by the Inspection Committee, to physically check the goods in accordance with the approved sample and terms / conditions of the Contract. The Committee shall submit its inspection report to the Procuring Agency along with invoice / bills / delivery challan. In case of any deficiency, pointed out by the Inspection Committee in the delivered goods, the Supplier shall be bound to rectify it free of cost.



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 Sheikh Zayed Hospital
 Lahore


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and terms / conditions of the Contract. The Committee shall submit its inspection report to the Procuring Agency along with invoice / bills / delivery challan. In case of any deficiency, pointed out by the Inspection Committee in the delivered goods, the Supplier shall be bound to rectify it free of cost.

6. **Delivery and documents:** The Supplier shall provide the following documents at the time of delivery of goods to consignee for verification and onward submission to quarters concerned, duly completed in all respect for payment.
- (i) Original copies of Delivery Note / Challan (in duplicate) showing name of destination to which delivery is to be made, item's description, batch No(s), registration number manufacturing & expiry date & quantity (where applicable).
 - (ii) Original copies of the Supplier's invoices (in duplicate) showing warranty, name of Procuring Agency / destination to which delivery is to be made, item's description, Batch No(s), manufacturing & expiry date (where applicable), quantity, per unit cost, and total amount.
 - (iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST.
7. **Insurance:** The goods supplied under the Contract shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility therefore, they may arrange appropriate coverage.
8. **Incidental Services:** The following incidental services shall be provided and the cost of which should include in the total bid price.
- a. The Supplier shall supply Suture Material as far as possible as per tender requirements with Logo of the Government of Pakistan
 - b. The following wording / insignia shall be printed in bold in indelible ink on each carton, pack, bottle, strip / blister, tubes, vial / ampoule etc. In case of items supplied by the foreign manufacturer the mentioned condition may be relaxed by the Procuring Agency.

**"NOT FOR SALE"
"SHAIKH ZAYED HOSPITAL LAHORE PROPERTY"**

- c. The rules for labeling & packing shall be followed as per The Drugs (Labeling & Packing) Rules, 1986, framed under The Drug Act 1976. However the Drug / Medicines (Generic & Brand) equally prominent should be printed / written in indelible ink both in English & Urdu on outer carton's and on each pack, bottle, strip / blister, tubes ect. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license number manufacturing date & expiry date registration number, batch / Lot No., retail price, and Urdu version namely, name of drug dosage and instructions, should also be written on the outer carton and on most inner container in bold letters. All tablets shall be supplied in aluminum foil strip / blister pack. Expiry

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Sheikh Zayed Hospital, Lahore

prescribed shelf life (where applicable) which is 80% for the locally manufactured products and 70% for the imported items. No item shall be accepted having expiry date of original shelf life less than 70% of locally manufactured and 60% of imported items.

d. If the Supplier / bidder charged the prices of incidental services separately in the financial bid and not included in the Contract price of goods, the same shall be included prior to comparison of rates with the other bidders.

9. **Warranty:** a). The Suture Material shall be accompanied by the necessary warranty in accordance with provision of Drug Act 1976 / Rules framed there under.

b). Registration no is required of disposable items which are declared as drugs.

10. **Payment:**

a. The Payment shall be in Pak Rupees.

b. The payment shall be made to the Supplier on receipt of original delivery challan(s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, with certificate and test / analysis report to the effect that the supplies conform to specifications.

c. In case of import cases the payment will be made 100% via establishing the LC at sight and receiving shipping documents / Bill of lading, Insurance, Inspection certificate of the manufacturer, country of origin, compliance of International standards of quality as per bid as per INCOTERMS. All the charges of transportation, loading, unloading, cold chain maintenance etc will be borne by the supplier as mentioned in detail in general conditions of the contract. Any other charges amendments / extensions in LC will be to account of supplier

d. The laboratory test / analysis charges of sample either against the tender or bulk supplies shall be borne by the supplier.

11. **Price Reasonability Certificate:** The bidder shall submit a certificate to the effect that the quoted prices are reasonable and are not more than the prices quoted in other Government / Autonomous Institutions, etc. In case of over pricing / overcharging detected at any stage, the overcharged amount shall be refunded to Shaikh Zayed Hospital Lahore

12. **Penalties/ Liquidated Damages:**

a. In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies of relevant item shall be forfeited and the firm shall be blacklisted minimum for a period of one year. If the firm fails to supply the whole installments, the entire amount of Bid Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for a period of two year.


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Sheikh Zayed Hospital
Lahore

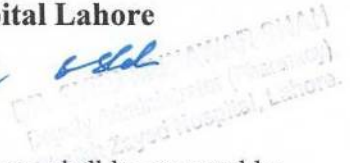
2018
DR. SYED MUNIR QAMAR
Drug Inspector (Pharmacy)
Sheikh Zayed Hospital, Lahore

b. In case of late delivery of goods beyond the periods specified in the schedule of requirements, penalty @ 2% per month, 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier 2% penalty will be imposed one time to the supplier on Non-supplied items.

13. **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 Secretary Health or his nominee shall act as ARBITRATOR the decision taken and / or award made by the sole arbitrator shall be final and binding on the Parties.
13. **Governing Language:** The language of this Contract shall be in English.
14. **Applicable Law:** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction. The Administrator reserves the right to accept or reject any or all offers without assigning any reason.


ADMINISTRATOR
Shaikh Zayed Hospital Lahore





Note:

All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by PPRA Rules 2004 (**Amended**).

CERTIFICATE (MUST BE PROVIDED ON STAMP PAPER RS:100)

We M/s. _____ are not suspended/black listed/defaulters of any Government / Autonomy Institution at any time. In case of any violation on any terms and conditions, our security/call deposit may be forfeited and we shall not challenge it in any court of Law.

Moreover we also confirm that the prices quoted in Shaikh Zayed Hospital, Lahore are not more than the prices quoted in other Government/Autonomy Institution. In case of any over pricing we shall be bound to refund that to the institution in the best interest of the Government/Hospital. We also confirm to abide by all the terms and conditions laid down in the Tender inquiry of time-to-time changed by the Government.

SIGNATURE _____

STAMP _____

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BIO DATA OF THE PARTICIPATING FIRM

- 1- Name of the firm _____
- 2- Name of the authorized Representative _____
- 3- C.N.I.C. No. _____
- 4- Registration No. with the Sale Tax Department _____
- 5- Income Tax No.(NTN) _____
- 6- Call Deposit No. & Date _____
- 7- Complete Address: _____

- 8- Lahore Office Phone, Cell & Fax No. _____

Note: A soft copy of the Technical Bid has been provided along with bidding documents.

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[Signature]

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[Signature]
DR. QUTUB UDDIN (Pharmacist)
Pharmacist (Pharmacy)
Mulla Zayed Hospital, Lahore.

KNOCK OUT LIST

M/S _____

**Suture Material
Year 2019-2020.**

SR #	KNOCK OUT CLAUSE	YES	NO
1.	Original receipt for purchase of tender.		
2.	CDR as per Tender Enquiry with Technical Bid		
3.	Manufacturer Authorization Certificate/Sole Agency Certificate from Foreign Principal., Distribution Authorization Certificate (Surgical Disposable)		
4.	Drug Registration from Ministry of health and DRAP (if applicable)		
5.	Minimum one year business history from the date of registration of Product.		
6.	Acceptance of terms and condition, tender documents duly signed and stamped.		
7.	Authenticated Price List		
8.	Price not mentioned on Technical Bid		
9.	At least one Certificate out of the following regarding quality of product, (FDA, CE, JIS, ISO)		
10.	Certificate of GDPMD (Good Distribution Practices of Medical Devices) Where Off liable		
11.	List of the Government / Private institution where the quoted product has been supplied. The committee may ask for the demonstration of the product.		
12.	Company profile including engineering and managerial capability.		
13.	Bank Statement / Balance sheet, National Tax number and General Sale Tax number certificate.		

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DR. SYED SHAMMUR GHAM
Fazal Ahsan (Pharmacy)
Sheikh Zayed Hospital, Lahore.

PERFORMANCE GUARANTEE/ SECURITY FORM

To: The Administrator,
Shaikh Zayed Hospital,
Lahore.

Whereas M/S _____ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated _____ to supply [description of goods] (hereinafter called "the Contract").

And whereas, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the _____ day of _____ 2020.

Signature and Seal of the Guarantors/ Bank

Address _____

Date _____

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[Signature]

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DR. SYED MUHAMMAD SMAN
Deputy Administrator (Pharmacy)
Shaikh Zayed Hospital, Lahore.

MANUFACTURER / SOLE AGENT OF FOREIGN PRINCIPAL AUTHORIZATION FORM

To:

The Administrator,
Shaikh Zayed Hospital,
Lahore

WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Supplier/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against No. [reference of the Invitation to Bid] for the goods manufactured by us. We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

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

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[Signature]

[Signature]
DR. SYED MUNAWAR SYAH
Deputy Administrator (Pharmacy)
Shaikh Zayed Hospital, Lahore.

CONTRACT FORM

THIS CONTRACT is made at -----on----- day of----- 2019, between the Administrator Shaikh Zayed Hospital Lahore (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

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

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. *Purchase 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. *The Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Pakistan) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the






 DR. SHEKHAR SINGH
 Deputy Administrator (Pharmacy)
 Shaikh Zayed Hospital, Lahore.

procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

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

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

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

10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary Health 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 provide substandard item and fail to provide the item the payment of risk purchase, the price difference shall be paid by the Firm

13. In case of supply of stocks are not of required quality the destruction cost will be borne by the firm i.e Burning, Dumping and Incineration.

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

SIGNED/ SEALED BY THE MANUFACTURER/ AUTHORIZED PERSON	SIGNED/ SEALED BY PROCURING AGENCY
1 _____	1 _____

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[Signature]

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[Signature]
DR. SYED MUHAMMAD QAMAR
Firm Administrator (Pharmacy)
Siraj Zayed Hospital, Lahore.

BID FORM

Date: _____
No. _____

To:

The Administrator,
Shaikh Zayed Hospital,
Lahore.

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

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of Five Percent of the Contract Price for the due performance of the contract, in the form prescribed by the Procuring Agency.

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

We understand that the Procuring Agency is not bound to accept the lowest or any bid, Procuring Agency may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, as per detail given below:

Name and address of agent ----- Amount -----
(if none, state "none")."

Dated this _____ day of _____ 2019.

Signature (in the capacity of)

Duly authorized to sign bid for and on behalf of.

Attachment

Heena
DR. SYED MUNAWAR SMAN
Executive Administrator (Pharmacy)
Shaikh Zayed Hospital, Lahore.

**PRICE SCHEDULE FOR
SUTURE MATERIAL ON FOR AND OR CIF BASIS**

Name of bidder _____ No. _____

#	ITEM	ACCOUNTING UNIT	QUANTITY REQUIRED	UNIT PRICE	TOTAL COST
1					
2					

Sign and Stamp of bidder _____

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

=====

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[Signature]

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CSL
 Faculty Administration (FACAD)
 Mansh Zayed Hospital, Lutfia

SCHEDULE OF REQUIREMENT FOR SUTURE MATERIAL

The supplies shall be delivered within delivery date with effect from the next date after date of issue of Purchase Order (without penalty), and with prescribed penalty, as per following schedule of requirements:-

MODE OF PENALTY	DELIVERY PERIOD
Without penalty	As demanded by procuring agency

Anw

[Signature]

heena

[Signature]

DR. SUDHAKAR
Procurement Officer (Pharmacy)
Muzaffargarh Hospital, Lahore

FORMULARY OF SUTURE METERIAL
SHAIKH ZAYED HOSPITAL LAHORE
YEAR 2019-20

1	N-437	3/O	Catgut Chromic Round Bodied	200 Doz
2	N-441	2/O	30mm ½ Circle Round Bodied	300 Doz
3	N-754	O	30mm ½ Circle Round Bodied	200 Doz
4	N-755	1	30mm ½ Circle Round Bodied	100 Doz
5	N-758	O	40mm ½ Circle Round Bodied	350 Doz
6	N-759	1	40mm ½ Circle Round Bodied	350 Doz
PROLENE				
7	8833-H	2/O	26mm ½ Circle Round Bodied	350 Doz
8	8634-G	4/O	15mm CVD Cutting Needle	300 Doz
9	W-8435	1	40mm ½ Circle Round Bodied	450 Doz
10	8623-H	2/O	60mm Straight Cutting	800 Doz
11	W-2777	8/O	6.35mm Curved Round Bodied Double	250 Doz
12	W-2989	1	90mm CVD Cutting Needle	50 Doz
13	W-8556	5/O	16mm ½ Circle Round Bodied	600 Doz
14	W-8316	6/O	13mm ½ Needle Round Bodied	80 Doz
15	W-8329	4/O	16mm ½ Circle Round Bodied Visi Balck	150 Doz
16	W-8434	O	40mm ½ Circle Round Bodied	60 Doz
17	W-8632	3/O	19mm Curved Cutting	300 Doz
18	W-8706	6/O	11mm Curved Round Bodied	600 Doz
19	W-8697	6/O	10mm Precision Point RVS C. Curved	100 Doz
20	W-8702	7/O	9.3mm Round Bodied	600 Doz
21	W-8704	7/O	9.3mm CC Needle Curved Double	05 Doz
22	W-8977	2/O	26mm ½ Circle Round Bodied	30 Doz
23	W-8707	6/O	13mm Calcified Coronary	125 Doz
24	W-9567	5/O	8mm V Spatula ½ Circle Double	20 Doz
25	W-8706	6/O	13mm White Double Needle	400 Doz
26	W-8703	8/O	9.3mm White Double Needle	100 Doz
27	W-8635	5/O	16mm Cutting Needle	200 Doz
28	W-8336	6/O	16mm Cutting Needle	200 Doz
29	W-8710	5/O	13mm Round Body Needle	100 Doz
30	W-8712	6/O	9.3mm Round body Needle	200 Doz
31	W-8635G	5/O	16mm Curved Cutting Needle	50 Doz
VICRYL VIOLET BRADIED				
32	VCP-	4/O	22mm ½ Circle Round Bodied	250 Doz
33	VCP-311	3/O	22mm ½ Circle Round Bodied	300 Doz
34	VCP-317	2/O	26mm ½ Circle Round Bodied	450 Doz
35	VCP-316	3/O	26mm, 31mm ½ Circle Round Bodied	200 Doz
36	VCP-320	2/O	30mm, 31mm Round Body Needle	150 Doz
37	W-9213	1	31mm, 31mm Circle Round Bodied	300 Doz
38	VCP-358	O	40mm ½ Circle Round Bodied	200 Doz
39	VCP-359	1	40mm Round Bodied	1000 Doz
40	W-9567	5/O	08mm V. Spatula ½ Circle Double	60 Doz
41	W-9963	O	36mm ½ Circle Taper Cut	25 Doz

Pharmacist
Pharmacy Department
Sheikh Zayed Hospital
Lahore

DR. SYED MUNAWAR SHAH
Deputy Administrator (Pharmacy)
Shaikh Zayed Hospital, Lahore.

42	W-9444	3/O	19mm Cutting Needle	100 Doz
43	W-9443	4/O	19mm Cutting Needle	100 Doz
44	W-9915T	5/O	12mm Vicryl Rapide CVD Cutting	150 Doz
45	W-9925T	3/O	16mm Vicryl Rapide Cutting Bodied	15 Doz
46	W-9963T	O	35mm Vicryl Rapide ½ Circle Taper Cut	50 Doz
47			Retention Sutures	50 Doz
48	W-9981	6/O	13mm Round Body 1/2 Circle	50 Doz
49	W-9982	5/O	13mm Round Body 1/2 Circle	100 doz
50	W-9918	4/O	16mm Vicryl Rapide Cutting	50 Doz
MERSILK				
51	W-202	3/O	Mersilk 17 x 45cm (Free Ties)S	200 Doz
52	W-203	2/O	Mersilk 17 x 45cm (Free Ties)	200 Doz
53	W-204	O	Mersilk 17 x 45cm (Free Ties)	60 Doz
54	W-205	1	Mersilk 17 x 45cm (Free Ties)	60 Doz
55	W-333	2/O	Mersilk 30mm ½ CRB Needle	450 Doz
56	W-577	3/O	Mersilk Black 25mm ½ Circle Cutting	200 Doz
57	W-723	1	Mersilk 30mm ½ CRB Needle	500 Doz
58	W-790	2/O	Mersilk 60mm Straight Cutting Needle	350 Doz
59	N-536	4/O	Round Body Needle	100 Doz
BONE WAX				
60	W-810		Bone Wax	80 Doz
DERMABOND PROPEN				
61	APP6		Dermabond Propen (Small size)	24 Doz
62	APPX16		Dermabond Propen (Large size)	24 Doz
NYLON TAPE				
63	W-277		Nylon Tape 6mm x 70cm	200 Doz
ETHILON				
64	W-532	5/O	5mm ½ Circle Cutting	60 Doz
65	W-740	O	25mm Slim Blade Curved Cutting	40 Doz
66	W-1718	10/O	6mm, 6.5 Micro Point S.C	80 Doz
ETHIBOIND				
67	W-883	5/O	8mm ½ Circle Spatula D	20 Doz
68	W-6767	2/O	Green 25mm ½ Circle Round Bodied	60 Doz
P.D.S				
69	W-9100T	6/O	13mm ½ Circle Round Bodied	500 Doz
70	W-9101T	5/O	13mm ½ Circle Round Bodied	300 Doz
71	W-9115T	4/O	20mm ½ Circle Round Bodied	400 Doz
72	W-9124T	3/O	25mm ½ Circle Round Bodied	400 Doz
73	W-9125	2/O	25mm ½ Round Body (1.5m Loop)	300 Doz
74	W-9236T	O	40mm ½ Round Body 1.5 Loop	400 Doz
SURGICEL				
75	W-1912		Absorbable 10cm x 20mm Surgicel	400 Doz
76	W-1961		Surgical Fibriller Absorbable Heamostat 2.5x5cm	200 Doz
MONOCRYL				
77	W-3204	5/O	16mm CVD Cutting	30 Doz
78	W-3206	4/O	Monocryl CVD Cutting	150 Doz

Leena Pharmacist
Pharmacy Department
Sheikh Zayed Hospital
Lahore

DR. SYED *M. R. SHAN*
Deputy Administrator (Pharmacy)
Sheikh Zayed Hospital, Lahore
2

79	W-3448	2/0	26mm ½ Cutting Round Bodied	20 Doz
VESSEL LOOPS				
80			Red	100 Doz
81			Blue	100 Doz
82			Yellow	100 Doz
83	EJ 10G		Endo Loop Ligature made with coted Vicryl 0-	10 doz
LIVER TRANSPLANT SURGERY				
84	8833	2/0	Prolene 2/0 26mm ½ Circle Round Body	50 doz
85	8522	3/0	Prolene 3/0 26mm Straight Round Body	100 doz
86	8831	4/0	Prolene 4/0 16mm ½ C Double Needle	150 doz
87	8556	5/0	Prolene 5/0 17mm ½ Circle Round Body	150 doz
88	8706	6/0	Prolene 6/0 13mm Curved Round Body	200 doz
89	8703	8/0	Prolene 8/0 8mm 60 to 75cm White Needle	150 doz
90	317	2/0	Vicryl 2/0 26mm ½ Circle Round Body	30 doz
91	359	1	Vicryl 1 40mm Round Body	30 doz
92	316	3/0	Vicryl 3/0 26mm ½ Circle Round B ody	20 doz
93	310	4/0	Vicryl 4/0 22mm ½ Circle Round Body	20 doz
94	9236	0	PDS 0 Double Needle Loop 40mm	50 doz
95	9096	6/0	PDS 6/0 13mm Round Body 75cm Length	200 doz
96	DW10669		PDS 6/0 8mm Round Body Monosorb	400 doz
97	9095		PDS 7/0 8mm Round Body	50 doz
98	205	1	Silk 1 Free Ties 45cm	20 doz
99	203	2/0	Silk 2/0 Mersilk 17 x 45cm	25 doz
100	202	3/0	Mersilk 17 x 45cm	25 doz
101	536	4/0	Silk 4/0 19mm Cutting Needle	200 doz
102	3206	4/0	Monocryl 4/0 CVD Cutting 19mm	17 doz
103	1912		Surgicell 1 x 2"	30 doz
104	W211	4/0	Mersilk 4/0 Free Ties	50 doz

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Pharmacist
Pharmacy Department
Sheikh Zayed Hospital
Lahore

DR. SYED MUNAWAR SHAH
Deputy Administrator (Pharmacy)
Shaikh Zayed Hospital, Lahore.