

**TENDERS 2022 – 2023**  
**TERMS & CONDITIONS OF CONTRACT FOR THE PURCHASE OF (GENERAL STORE / PRINTING /**  
**STATIONERY / M&R / INSTRUMENTS / LINEN / X-RAY FILMS & CHEMICALS ITEMS)**  
**FOR THE FINANCIAL YEAR 2022-2023.**

Tenders are invited from the manufacturers/ importers /foreign Principals or their sole agents, duly registered with the Health / Income Tax & Sales Tax Department of the Government (Federal/Provincial) on the conditions laid down in **PPRA Rules 2014**. The manufacturer/ importer/ foreign principle or their sole agents can participate in the tender through their distributors. The stores / items will be purchased as per enclosed list of items / stores. Other terms and conditions hereinafter stated as below.

**1. Submission of bids:-** Bids will be submitted in sealed package (Single stage - two envelopes method) the sealed package will contain two sealed envelopes. One envelop will bear “**TECHNICAL PROPOSAL**” Other “**FINANCIAL PROPOSAL**”, Bids must be submitted in double cover. The outer envelope will bear name of the Purchaser, tender number and date of opening but not the name of the firm, which must appear on the inner envelope only. All envelopes must be sealed properly. All Technical Proposals will be opened by the Tender Opening Committee on declared time, place & date. The Financial Proposal will be opened by Tender Opening Committee of responsive / technically successful bidders later, on declared time place & date. Non-responsive / technically rejected financial proposals will not be announced by the tender opening committee.

**2. Validity Period:** The tender is valid for the one year (2022-2023) upto 30.06.2023. Tenders will be extendable for three months.

**3.** Any offer not received as per terms & conditions for the tender is liable to be ignored.

**4.** No offer of a firm / individual shall be considered if:-

- a. Tender Form not purchased from Purchase Cell
- b. Received without security deposit (earnest money) being a part of Financial Proposal.
- c. Received later than the date and time fixed for tender.
- d. The tender is unsigned & is not in two sealed envelopes marked as:-  
**TECHNICAL PROPOSAL & FINANCIAL PROPOSAL**
- e. The offer is ambiguous / tempered
- f. The offer is conditional.
- g. Offer is from a firm which is black listed, suspended, removed from the approved list, remained guilty of misconduct or involved in unnecessary litigation with any Government Department / autonomous & corporations etc.
- h. The offer is received by telegram/fax/e-mail
- i. Original documents have to be produced at the time of tender opening.
- j. All the participating bidders / tenderers are bound to provide page marking / index certificate alongwith the bidding documents, moreover the bidding documents must be in proper binding. In case of non-compliance of above mentioned direction the responsibility of misplacing of any document from the bidding documents will lie on the participating bidder / tenderer. The competent authority will not accept any excuse in this regard.

**5.** In case the contractor fails to execute the contract agreement strictly in accordance with the terms and conditions laid down in the PPRA rules / contract within stipulated period, the earnest money deposited by him will be forfeited and his bid will be rejected. The competent authority may consider the bid of next tenderer for acceptance in respect of that stores after negotiation.

**6.** In case of late delivery of goods beyond the periods specified in the supply order penalty @ 2% per month (0.067% per day) of the cost of late delivered supply shall be imposed upon the supplier and deducted from his bills / invoices. However the Vice Chancellor reserves the rights to cancel contract agreement and allow further negotiations with the next lowest bidder (2<sup>nd</sup>) for the purchase of store or from local market on risk and cost basis and the difference of price will be recovered from the Performance guarantee or from any other his pending claims / bills with the institution without any further notice. (where / if applicable)

**BID SECURITY:**

- 7.**
- i. The bidders are required to furnish a bid security of 2% of estimated cost. Which should be enclosed in sealed envelop of “**Financial Proposal**”. Bid security will be calculated from given estimated price. Bid security for items whose estimated price is not given will be calculated by bidders according to its own quoted price. Estimated price is only for calculation of bid security.
  - ii. The bid security / earnest money shall be in Pakistan rupees in the form of deposit –at-call receipt (CDR) in favour of Vice Chancellor, FMU, Allied/DHQ Hospitals / Nursing Colleges, Faisalabad from a scheduled bank.
  - iii. A bid not accompanied by valid bid security or earnest money will be rejected.
  - iv. Bid security of the un-successful bidders will be discharged or returned as prompt as possible after completing necessary formalities.
  - v. The bid security / earnest money will be liable to forfeiture in the following circumstances.
    - a. If a participating bidder withdraws its bid during the bid validity period as specified in the bidding document.
    - b. If a successful bidder, to whom acceptance of bid conveyed, fails to sign the contract, or does not furnish the requisite performance guarantee.
    - c. The competent authority may consider the bid of next tenderer for acceptance in respect of that stores after negotiation (if necessary).
  - vi. The Bid security of successful bidders can be adjusted to their performance guaranty after acceptance of their bid.

vii. The bidders have to furnish fresh bid security & the bid security related to previous tenders will not be entertained.

8. The Tenderer should be required to submit their quotations on prescribed tender form purchased from purchase cell of Vice Chancellor Office and price of tender document shall be non-refundable. Receipt of it will be attached with tender document.
9. Tenders should be addressed to the Vice Chancellor, FMU, Allied / DHQ Hospitals, Faisalabad.
10. Any interlineations, erasures or overwriting etc, appearing in the offer shall be valid only if they are properly initialed by the person or persons signing the bid offer under Firm's stamp. Every page of the bid must be signed properly.
11. In case supply is not according to specification, the firm will be bound to replace it at his own expenses. An undertaking on judicial paper of Rs. 50/- duly attested by Oath Commissioner will be given in this regard as per specification laid down in PPRA rules.
12. Firms are bound to provide additional samples free of cost of each batch to the extent required.
13. The quotations should be submitted on the basis of standard approved packing by relevant firm.
14. First lowest bidder shall not be allowed to withdraw the negotiated offer and demand refund of bid security before the conclusion of the contract.
15. All tender enquiry conditions should be duly signed, stamped and attached with the offer.
16. The Performance guarantee of successful bidder will be released on completion of contract period and production of satisfactory report from all Medical Superintendents/Head of departments of all concerned components.

**DELIVERY SCHEDULE:**

17. The delivery Schedule is equal four quarters. **However, Bill of quantities to be purchased can be changed upto 15% as per requirement of the institution/ components. The delivery period, will be 45 days of issuance of supply order and / or 15 days of the start of quarter concerned i.e. 3<sup>rd</sup> and 4<sup>th</sup> quarter, as the case may be. However, the supplier may indicate its own delivery period earliest by which it will supply the goods.**

18. In case of equal rates, contract can be awarded to all, holding equivalent prices simultaneously.
19. The contractor will provide the copy computerized NTN (National Tax Number) / Sales Tax registration Number. All tax deduction will be made according to Government instructions. N.T.N. & S.T.N. will also be mentioned on front page of the bid / tender form. All prices quoted by the bidders shall be considered inclusive of all prevailing Government taxes / duties etc. However, the supplier are bound to pay Government Taxes (Income Tax, Sales Tax, Stamp duty etc.) as imposed by the Government time to time. As per instructions issued by Health Department, Government of the Punjab vide letter No. IAW/HD/8-21/77(PG) dated 01.01.2014 all successful bidders / contractors will pay the stamp duty 25paise for every one hundred rupees or part thereof of amount of the contract on the procurement of stores and materials. The stamp duty will be collected by the concerned components as per quantity purchased.

**PAYMENT SCHEDULE:**

20. The payments will be made to the suppliers/contractors in Pak rupees against their invoices or running bills within 30 days from the date of completion of supplies of the respective stores subject to verification / inspection regarding the quality & quantity of the concerned store by relevant authority.

21. In case of any dispute between Hospital administration and the supplier/ contractor, the decision of Vice Chancellor shall be final and not challengeable in court.
22. Printed price lists of quoted items by the manufacturers should be attached with the bid.
23. Only 1<sup>st</sup> bidders will be called wherever negotiation is considered necessary.
24. Attested photocopies of CNIC of tenderer / representative and other necessary documents related to tender must be attached with the tender.
25. All offered products will be considered individually and contract may be issued after evaluation & standardizing on the recommendations of TAC.

**EXPIRY REPLACEMENT:**

26. The successful bidders / suppliers will be bound to replace the store items, on prior intimation to the supplier at least three months before expiry date. The replacement will be on free delivery basis at the premises of the consignee.
27. The material should be packed in the manner as instructed by the Government in its rules notifications and circulars issued from time to time, following stamp with permanent & undeletable ink must be recorded on item to be supplied.

**“NOT FOR SALE”  
GOVERNMENT OF THE PUNJAB  
ALLIED/DHQ HOSPITALS, FAISALABAD**

28. The purchaser reserves the right to wave off/add/relax any departmental tender inquiry condition of any particular offer at any stage in the public interest and it can not be challenged in any court of law.
29. The firm will supply the stores on free delivery (F.O.R) Allied/DHQ/FMU Faisalabad) basis within the stipulated period at the premises of the consignee.
30. General / special conditions laid down in PPRA rules are also applicable.
31. All the bidders will provide **two samples** of all items for evaluation at the time of opening of technical bids, if samples of particular tender item required is not submitted the bid for that particular item will not be considered. Provided samples are not return back to the firms/contract.
32. The bidders must submit their bids of best and final prices to avoid un-necessary negotiation. No bidder shall be allowed to alter or modify his bid after the bids have been opened. However the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid. However in exceptional circumstances i.e. exorbitant rates than the prevailing market rates, the negotiation in such cases may be considered by the procuring agency and also reserve rights to accept or reject any or all bids without assigning any reason and cannot be challenged in court.
33. The tenderer is required to submit following documents:-
  - A. Bid Proforma and Bid invitation.
  - B. Bid security 2% of the estimated cost in the form of fresh CDR in favour of the Vice Chancellor/, FMU, Allied / DHQ Hospitals, Faisalabad enclosed in sealed envelope of “FINANCIAL PROPOSAL”.
  - C. Original tender form in duplicate
    - i- TECHNICAL PROPOSAL, showing specification only under envelop marked as  
“TECHNICAL PROPOSAL”
    - ii- FINANCIAL PROPOSAL, showing quoted price / cost with Security Deposit under envelop marked as  
“FINANCIAL PROPOSAL” Price schedule shall be submitted with Financial Proposal.
  - D. Attested photocopy of his Computerized National Identity Card.
  - E. Income Tax / Sales Tax Certificates (Attested Photocopies)
  - F. Dealership certificate / authority letter (Attested Photocopy)
  - G. Sole Agent authority letter
  - H. Manufacturer’s authorization form
  - I. Performance / guaranty form
34. All prices quoted by the bidders shall be considered as inclusive of all prevailing Government taxes / duties etc and payable by the bidders during the currency of the contract period.
35. The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that his Firm is not black listed 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.
36. Financial bids found having without bid security (earnest money) shall be returned, Un-announced to the bidders even they qualified in the evaluation of Technical Proposal. However, the Chairman of the Purchase Committee shall record statement / reasons on such bids prior to return it to the bidders.
37. The market real prices are unstable & unpredictable, so in case of wide difference between market real price & contract price, supported by three authentic evidences; authorized committee reserves the right to review / re-issue contract award at new price, after consensus between supplier / purchaser. However the supply order issued before the reviewed / re-issued contract award will be dealt as per previous contract award.
38. Approved offers shall not be increased in case of devaluation of currency or fluctuation of market prices.
39. Invoice / bill of the firms shall be a printed form bearing NTN & sales Tax registration.
40. The contractor will be bound to supply the items of all kinds awarded to them to all components of this institution at negotiated prices. In case of failure of 1<sup>st</sup> bidder to supply any store item, the 2<sup>nd</sup> bidder can be considered (if he agreed) to supply that particular store item after negotiation on price.

41. Any item of which rate quoted by the contractor is either for imported / local the same quality as per specifications given in the respective supply order will be supplied. As regards imported item it will be mentioned its origin i.e. made of country & indication of that country must be readable / visible on that item failing which the contractor will be responsible and decision of the Vice Chancellor will be final not challengeable in any court of law.
42. Damage / substandard stores will be forfeited & dealt as per existing Government rules.
43. In case where the manufacturer is unable to participate, he can participate through authorized dealer.
44. As the advancement in technology is moving at its fastest pace, any change in specification during the current period of contract, will be amended in consensus with supplier/purchase, with approval of competent authority for smooth running of contract & issuance of new amended Annual Rate Contract Awards.
45. Public / Government back references may also be submitted as supportive documents.
46. In case of Lab Kits & Chemicals Tender Items, total volumes of Kits will be considered irrespective of individual volumes of kit contents offered by various Firms as recommended by end users / Purchase Committee.
47. All Purchases will be made as per Government Rules & time to time issued directives / notifications regarding imposition of ban on expenditure on new purchase & in abeyance to other Austerity measures.
48. The quoting / supplying firm would be responsible for supply of store within the period / schedule specified in each subsequent supply order for the best interest of the patients.
49. The firm / firms are required to submit the claimable bill / bills of the supplied store after the inspection of the store within one week, so that payment may be made well in time during the same financial year. In case of non compliance or any delay in this regard the concerned firm will be held responsible.
50. The Vice Chancellor, has full rights to cancel all the tenders or single tender / or wave off/relax any term & condition without assigning any reason and it cannot be challenged in any court.
51. All bidders will be manufacturers or sole importers of manufacturers of Lab kits & Chemicals items, no distributors are allowed in tender.
52. PPRA Rules 2014 are applicable. Any amendments made by the authority time to time will be applicable.
53. Grievance will be delt as per rule 67 of PPRA 2014.
54. **The participating bidders / tenderers must ensure they are submitting their bidding documents complete in all respects. The competent authority will not receive / accept any supporting document after the opening of the technical proposals.**

**BIDDER'S SIGNATURE AND SEAL**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC No. \_\_\_\_\_

INCOME TAX NO. \_\_\_\_\_

SALE TAX NO. \_\_\_\_\_

Date: \_\_\_\_\_

STORE: \_\_\_\_\_

NOTE: The Terms and Conditions are for all Stores, and applicable as the case may be.

  
**DIRECTOR PURCHASE**

FMU, Allied/DHQ Hospitals, GGH GM Abad  
& College of Nursing Allied/DHQ Faisalabad

## INVITATION TO BIDS

Tender No.	
Time & Date of Submission of bids	As per advertisement
Time & Date Opening the bids	As per advertisement

Note: This invitation to bids is only for the goods and stores as are mentioned in this bid document and the tender notice published in the newspapers on \_\_\_\_\_ under the authority of The Vice Chancellor, FMU, Allied/DHQ Hospitals & College of Nursing, Faisalabad.

Whereas, The Vice Chancellor, intends to procure goods, items, stores, and services by calling open tenders from the interested vendors, suppliers, dealers, manufacturers, and stockists of such goods and services. Now, the Vice Chancellor/, Office of the FMU, Allied/DHQ Hospitals, Faisalabad, (hereinafter also referred as the “**Purchaser**”) invites sealed bids from the eligible bidders for the supply of goods, stores, and services, as per the Schedule of Technical Specifications annexed to this invitation to the tenders and subject to the conditions as laid down in this bid document, in accordance with the provisions of the Punjab Procurement Rules (PPR), 2014.

1. Bidding will be conducted through a competitive bidding process as specified in the Punjab Procurement Rules, 2014 and will be open to all bidders who fulfill the requisite qualifications for participating in the bidding.
2. Interested bidders, who intend to participate in the tenders, can purchase a complete set of the bidding documents from the address given below by presenting a written application on their official letterhead and upon cash payment of a non-refundable fee as mentioned in the advertisement notice.
3. Bidders might be asked to deposit a non-refundable sum to be specified by the Purchaser as the “processing fee” for scrutinizing their bid papers.
4. Bidders will submit their offers on the prescribed Bid Proforma attached to this invitation to bids and shall sign the certificate and the undertaking as given in this document to the effect that the stores shall be supplied exactly in accordance with the requirements specified in the tender document. In case of any difference or deviation of the specifications, the bidder shall clearly state it in his bid papers; otherwise it will be presumed that the offer is strictly in accordance with the requirements and specifications of the Purchaser.

**BID SECURITY:**

5.
  - i. The bidders are required to furnish a bid security of 2% of estimated cost. Which should be enclosed in sealed envelop of “**Financial Proposal**”.
  - ii. The bid security / earnest money shall be in Pakistan rupees in the form of deposit –at-call receipt (CDR) in favour of Vice Chancellor, FMU, Allied/DHQ Hospitals / Nursing Colleges, Faisalabad from a scheduled bank.
  - iii. A bid not accompanied by valid bid security or earnest money will be rejected.
  - iv. Bid security of the un-successful bidders will be discharged or returned as prompt as possible after completing necessary formalities.
  - v. The bid security / earnest money will be liable to forfeiture in the following circumstances.
    - a. If a participating bidder withdraws its bid during the bid validity period as specified in the bidding document.
    - b. If a successful bidder, to whom acceptance of bid conveyed, fails to sign the contract, or does not furnish the requisite performance guarantee.
    - c. The competent authority may consider the bid of next tenderer for acceptance in respect of that stores after negotiation (if necessary).
  - vi. The bidders have to furnish fresh bid security & the bid security related to previous tenders will not be entertained.

6. Bids must be delivered to the address below within the specified time in the specified manner. Bid received after the cut-off time and date will not be entertained.

7. The validity of the received offers will be for 90 days after opening of Technical Bid.

8. Place of consignment and the delivery period shall be as specified in the supply order issued to the successful bidder(s) and the contract agreement, if any.

9. Failure to submit the bid in the manner prescribed in this invitation to bids may result in rejection of the bid.

10. The Purchaser does not pledge himself necessarily to accept the lowest bid and reserves to himself the right of accepting a bid in accordance with his evaluation criteria. The purchaser may also vary the quantity of the goods to be supplied and in such a case; the bidder shall supply the same at the quoted price.

11. The contract agreement, if any, resulting from this invitation to bids shall be governed by and subject to the general and the special conditions of contract as are agreed to and signed by the Purchaser and the supplier, and shall also be subservient to the terms and conditions governing contracts for supplies as contained in the PPR 2014 and the general provisions of the Contract Act, 1940 as applicable in the country.

12. Bids will be opened in the presence of the bidders or their authorized representatives who choose to attend the opening ceremony.

13. A bidder quoting against this Invitation to bids shall be deemed to have read and understood the conditions thereof and the particulars of the stores or services required by the Purchaser and their specifications, etc.

14. The interested and eligible bidders may obtain further information from the Office of the Vice Chancellor/, FMU, Allied/DHQ Hospitals, Faisalabad during office hours on all working days.

## **BID PROFORMA**

Tender No.:	
Last Date & Time of Submission of bids:	As per advertisement
Date & Time of Opening the bids:	As per advertisement
Amount of Bid Security:	2% of estimated cost
Place of Consignment: (FMU, Allied/DHQ /GGH Ghulam Muhammad Abad Hospitals, Faisalabad)	

*Note: Please read the following note and instructions carefully before filing in the bid proforma:*

1. Any offer not received as per terms and conditions of the invitation to bid/tender enquiry is liable to ignore.

2. No offer shall be considered if:

- It is received after the time and date fixed for its receipt;
- It is received without earnest money from an unregistered firm or from a firm, which is otherwise registered but not for the items mentioned in this tender;
- The bid document/tender is unsigned;
- The offer is ambiguous;
- The offer is conditional;
- The offer is from a firm blacklisted, suspended or removed from the approved list;
- The offer is received by telegram;
- The offer is of a shorter validity period than that mentioned in the tender enquiry;
- The offer is for stores and services not conforming to the specifications indicated in the bid document

**3. Submission of bids:-** Bids will be submitted in sealed package (Single stage - two envelopes method) the sealed package will contain two sealed envelopes. One envelope will bear “**TECHNICAL PROPOSAL**” Other “**FINANCIAL PROPOSAL**”, Bids must be submitted in double cover. The outer envelope will bear name of the Purchaser, tender number and date of opening but not the name of the firm, which must appear on the inner envelope only. All envelopes must be sealed properly. All Technical Proposals will be opened by the Tender Opening Committee on declared time, place & date. The Financial Proposal will be opened by Tender Opening Committee of responsive / technically successful bidders later, on declared time place & date. Non-responsive / technically rejected financial proposals will not be announced by the tender opening committee.

**4. Validity Period:** The tender is valid for the one year (2022-2023) upto 30.06.2023. Tenders will be extendable for three months.

5. The validity of the received offers will be for 90 days after opening of Technical Bid.

6. The Purchaser reserves the right to purchase the stores, goods, or services in full or in part regardless of the notice of invitation and may also ignore or scrap or cancel the tender at any stage of the bidding without assigning any reason.

7. (a) If the provisional acceptance of bid issued during the validity period of the offer is not accepted by the bidder, the bid security / earnest money deposited by him shall be forfeited and the stores may be purchased at his risk and expense. (b) If a bidder withdraws or amends or revises its bid at any time during the validity period, the bid security / earnest money would be liable to forfeiture.

8. In case, the contractor/supplier fails to execute the contract strictly in accordance with the terms and conditions as laid down in the contract, the performance security deposited by him would be forfeited and the store may be purchased at his risk and expense.

9. The Purchaser reserves the right to claim compensation for the loss caused by the delay in the delivery of the goods and services.

10. Bids should be quoted on the prescribed bid proforma only. However, the bidder may add additional information or submit letter on the official letterhead.

11. Cash receipts (in original) in token of having purchased the tender, must accompany the offer.

12. Bids and all correspondence should be addressed to the Purchaser i.e., Vice Chancellor, FMU/Allied/DHQ Hospitals, Faisalabad.

13. Bidders must quote their firmed-up final rates after considering all aspects of the bidding, both in words as well as in figures. In case of difference between the two, rates quoted in words shall prevail.

14. Bidders not registered with the Purchaser for the specified stores shall submit deposit at call @ 2% of the price quoted by them in favour of the Vice Chancellor, FMU, Allied/DHQ Hospitals, Faisalabad, if they win Rate Contract Award, along-with Supply Orders.

15. The tenderer is required to submit following documents:-
- A. Bid Performa and Bid invitation.
  - B. Bid security 2% of the estimated cost of each quoted/offered item in the form of fresh CDR in favour of the Vice Chancellor, FMU, Allied / DHQ Hospitals, Faisalabad enclosed in sealed envelope of "FINANCIAL PROPOSAL".
  - C. Original tender form in duplicate
    - i- TECHNICAL PROPOSAL, showing specification only under envelop marked as "TECHNICAL PROPOSAL"
    - ii- FINANCIAL PROPOSAL, showing quoted price / cost with Security Deposit under envelop marked as "FINANCIAL PROPOSAL" Price schedule shall be submitted with Financial Proposal.
  - D. Attested photocopy of his Computerized National Identity Card.
  - E. Income Tax / Sales Tax Certificates (Attested Photocopies)
  - F. Dealership certificate / authority letter (Attested Photocopy)
  - G. Sole Agent authority letter
  - H. Manufacturer's authorization form
  - I. Performance / guaranty form
  - J. Attested copy of product registration

**PERFORMANCE GUARANTY**

16. The bidder who is declared successful after financial and technical evaluation of the bids, is required to furnish performance guaranty 5% (Five percent) of the contract price in favour of the Purchaser within the period specified in Advance Acceptance of the Tender. Failure to deposit the performance guarantee may result in cancellation of contract and forfeiture of the earnest money and procurement of the stores at the risk and expense of the bidder.

17. Bidders who themselves are the original manufacturers of the demanded goods, stores or services must indicate the name and address of the works in the country where they will manufacture or produce the goods they intend to supply.

18. Bidders who are not the original manufacturers of the demanded goods, stores or services or who are the agents of the Principal abroad are required to furnish an undertaking or certificate from the Principal or the OEM of the specimen as hereunder. Non submission of such an authorization may render their bids liable to rejection:

"This is to certify that M/s. \_\_\_\_\_ have obtained a quotation from us against invitation to Tender No. \_\_\_\_\_ issued by the Vice Chancellor, FMU, Allied/DHQ Hospitals, Faisalabad to be opened on \_\_\_\_\_. We, being the original manufacturer of the said items, hereby agree to supply/manufacture the said stores strictly in accordance with the specification laid down in the said Invitation to Bids".

**19. DELIVERY SCHEDULE:**

The delivery Schedule is equal for quarter. **However, Bill of quantities to be purchased can be changed upto 15% as per requirement of the institution/ components. The delivery period, will be 45 days of issuance of supply order and / or 15 days of the start of quarter concerned i.e. 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> quarter, as the case may be. However, the supplier may indicate its own delivery period earliest by which it will supply the goods.**

20. Bidders must indicate the complete address of the place(s) where the Purchaser or his authorized representative may inspect the stores during their manufacturing, production or assemblage.

21. Bids materially different from the necessary conditions of participation in the bidding, such as a conditional, ambiguous or incomplete offers are likely to be ignored.

22. Once opened, the bids shall be treated as the last and final bids and supplementary, additional or revised offers, after opening, shall not be entertained under any circumstances.

**EXPIRY REPLACEMENT:**

23. The successful bidders / suppliers will be bound to replace the store items, on prior intimation to the supplier at least

three months before expiry date. The replacement will be on free delivery basis at the premises of the consignee.

24. Bidders are at liberty to include catalogues, leaflets, brochures, operation manuals, literature and other technical data, if any, in respect of the stores offered by them in support of their bids.

25. Bidders are specifically required to indicate their Computerized National Identity Card Number (CNIC), National Tax Number (NTN), and the General Sales Tax Number (GST).

26. Any erasing, cutting, crossing, overwriting, and interlineations etc. in the bid papers offer must be duly signed with date by the person signing the original bid documents. Bidders are required to put their signatures on all pages of the bid document, except the printed literature etc. Offers containing unsigned overwriting or strike-through shall not be acceptable and may be ignored.

27. Bids should be submitted based on accounting units specified in the invitation to tenders.

28. Bidders are required to furnish a certificate or undertaking that they will be responsible for the free replacement of stores (including spares) if the same are found to be defective, substandard and or at variance with the specifications given in the tender enquiry.

29. Bidders are expected to offer the stores as per the specifications given by the Purchaser. In case the offered stores are at variance with the specifications given in the tender enquiry, the bidders must clearly indicate variations in their offers. Stores of the specifications superior to those specified in the tender enquiry will, however, be acceptable.

30. In case the stores of indigenous origin are offered as the stores similar to that specified in the Tender Enquiry, the bidders shall, within seven days of the opening of the bids, offer the said stores, wherever possible, for pre-inspection by the Purchaser or his authorized representative(s) at their own cost.

31. Where invitation of offers is for specified brand(s), offers for other brand(s) shall not be acceptable. The bidders must write brand name, name of manufacturers and country of origin of the quoted offered items. **The brands name of quoted offered items must be mentioned in Technical Proposal.**

32. The Stores shall be brand new and shall be supplied at the place of consignment in the original manufacturer packing.

33. Bids must guarantee at least three years' free service and supply of the spare parts.

34. Bulky samples may be offered for inspection at the bidders' place. Purchaser may demand additional samples, if so required by him.

35. All the bidders will provide **two samples** of all items for evaluation at the time of opening of technical bids, if samples of particular tender item required is not submitted the bid for that particular item will not be considered.

36. In case of imported stores and spare parts, bidders shall furnish a certificate that the equipment and the spare parts shall all be genuine, brand new and in the original manufacturer packing. Name of the original manufacturer(s) in whose packing the spares will be supplied, wherever possible, must also be given in the offer.

37. Bidders shall also furnish a certificate that they will be responsible for free replacement of the supplied parts if they are found not suitable for the equipment, machinery or engine.

38. In case of imported stores or spares, import documents shall be shown at the time of inspection to ensure that stores offered for inspection are imported ones, brand new and in original packing of the manufacturer. Bidders must note that non-exhibition of the import documents at the time inspection or on demand later may lead to forfeiture of their security deposits and procurement of the stores at their risk and expense.

39. Testing charges of the sample(s), if any, shall be borne by the bidder/supplier irrespective of the results of testing.

40. Payment will be made in accordance with the terms and conditions as laid down in this respect in the supply order and the contract agreement. Release of payment will be subject to satisfactory performance of the contract and the final inspection and acceptance note by the consignee or the Purchaser.

**PAYMENT SCHEDULE:**

41. The payments will be made to the suppliers/contractors in Pak rupees against their invoices are running bills within 30 days from the date of completion of supplies of the respective stores subject to verification / inspection report regarding the quality & quantity of the concerned store by relevant authority.

42. Grievances will be delt as per rule 67 of PPRA Rules 2014.

**NOTE: THESE CONDITIONS ARE FOR ALL TYPE OF STORES, AND APPLICABLE AS THE CASE MAY BE.**



**Bidder's Signature and Seal**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**CNIC No.** \_\_\_\_\_

**Income Tax No.** \_\_\_\_\_

**Sales Tax No.** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Office:** \_\_\_\_\_

**Phone Works:** \_\_\_\_\_

**Fax No.** \_\_\_\_\_

**Mobile No.** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witnesses:**

1. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC No. \_\_\_\_\_

Date: \_\_\_\_\_

2. Signature: \_\_\_\_\_



Name: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC No. \_\_\_\_\_

Date: \_\_\_\_\_

**List of enclosures or attachments, if any etc:**

  
**DIRECTOR PURCHASE**  
FMU, Allied/DHQ Hospitals, GGH GM Abad  
& College of Nursing Allied/DHQ Faisalabad  


Sample to be followed on judicial stamp paper of Rs. 100 by the bidder  
**UNDERTAKING BY THE BIDDER**

1. I/We hereby confirm to have read carefully complete description of the stores and all the terms and conditions of your tender enquiry No. \_\_\_\_\_, due for opening on \_\_\_\_\_, for the supply of the stores, goods, and services as advertised in the tender notice as well as those contained in the Bid Proforma and the Punjab Procurement Rules, 2014 (PPR-2014). I/We agree to abide by all these terms, conditions, stipulations, obligations, and instructions.
2. I/We also hereby categorically confirm that the stores offered by me/us conform to the particulars and specifications as laid down in your tender enquiry in all respects and that any difference has been fully and duly explained in the bid papers submitted by me/us.
3. I/We accept that if the required bid security/earnest money is not furnished or my/our offer is found lacking in respect of any other requirements of your tender enquiry, it shall be ignored and I/We shall have no claim to it, whatsoever.
4. I/We hereby acknowledge that timely delivery of the stores is the essence of the contract and do hereby confirm to adhere to the delivery schedule as given in the tender enquiry/supply order/contract agreement. In case of non-adherence, I/We agree unconditionally to accept the recovery of liquidated damages on belated supplies @ 2% per month or part thereof.
5. I/We certify and undertake that we have not been blacklisted by any public or private authority or organization in the country or abroad as the bidder/supplier/manufacturer/contractor or in any other capacity and that, I/We are currently not in litigation with any other authority or organization in this capacity.
6. I/We undertake to accept any or all decisions of the Purchaser with respect to acceptance and rejection of my/our bid, in part or in whole, and that such a decision shall not be justiciable in any court of law at any time and at any stage. I/We further understand that the Purchaser is not bound to accept the lowest bid necessarily.
7. I/We undertake that if our bid is accepted, I/We shall provide a performance security in the form, in the amounts, and within the time specified in the advance acceptance of the tender or the contract agreement.
8. I/We agree to abide by this bid for the entire bid validity period as specified in the bid documents and it shall remain binding upon me/us to accept the advance acceptance of the bid offered to me/us during the original as well as the extended validity period.
9. I/We undertake that pending preparation and execution of a formal contract agreement, my/our bid together with the advance acceptance of bid and notification of award, if any, issued by the Purchaser shall constitute a valid and binding contract between the Purchaser and me/us.
10. I/We certify and confirm that as per the requirements laid down in the bid documents, I/We qualify the eligibility criteria of participating in the bid.
11. I/We solemnly affirm and declare that contents of this undertaking are true to the best of my/our information, knowledge and belief and that nothing material has been withheld by me/us.
12. I undertake that I will be responsible for free replacement of supplied stores if same are found to be defective.

**Bidder's Signature and Seal**

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
CNIC No. \_\_\_\_\_  
Date: \_\_\_\_\_

**Witnesses:**

1. Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
CNIC No. \_\_\_\_\_  
Date: \_\_\_\_\_  
2. Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
CNIC No. \_\_\_\_\_  
Date: \_\_\_\_\_

## **BIDDING DOCUMENTS (CHECK LIST)**

### **TECHNICAL PROPOSAL**

1. Index & page marking Certificate by the bidder. 

Yes		No	
-----	--	----	--
2. Invitation of Bid 

Yes		No	
-----	--	----	--
3. Bid Proforma (duly signed & stamped in accordance with PPRA Rules 2014) 

Yes		No	
-----	--	----	--
4. Terms & conditions signed & stamped by bidder 

Yes		No	
-----	--	----	--
5. Original purchased receipt of bid documents 

Yes		No	
-----	--	----	--
6. Attested copy of C.N.I.C. 

Yes		No	
-----	--	----	--
7. Technical proposal / offer of quoted items (on letter head of the firm) 

Yes		No	
-----	--	----	--
8. Affidavit (on judicial paper) 

Yes		No	
-----	--	----	--

  - i) Goods / Services supplied are to be provided by bidder in accordance with Government instruction.
  - ii) He is not legally penalized
  - iii) Firm / he has not provided these stores below this price if so, he is legally bound to pay rate difference if his bid is accepted.
  - iv) Certified undertaking for purchaser's satisfaction for execution of contract.
9. Income Tax registration certificate (attested copy) 

Yes		No	
-----	--	----	--
10. Sales Tax registration certificate (attested copy) 

Yes		No	
-----	--	----	--
11. Bank statement 

Yes		No	
-----	--	----	--
12. experience certificate of the firm (attested copy) 

Yes		No	
-----	--	----	--
13. attested copy of valid manufacturing /selling or any other license imposed by Govt. (if applicable) 

Yes		No	
-----	--	----	--
14. Attested copy of permanent technical staff & their degrees / certificates 

Yes		No	
-----	--	----	--
15. Certificate of company's own warehouse / good own (attested copy) 

Yes		No	
-----	--	----	--
16. Attested copy of international certification (if any) 

Yes		No	
-----	--	----	--
17. Fresh samples of quoted items 

Yes		No	
-----	--	----	--
18. Documentary evidence of product experience in market  
Attested copy of relevant documents (if applicable) 

Yes		No	
-----	--	----	--
19. Attested copy of list of clients (where product is available in open market) 

Yes		No	
-----	--	----	--

## **BIDDING DOCUMENTS (CHECK LIST)**

### **FINANCIAL PROPOSAL**

1. Financial Proposal (Price Schedule, on letter head of the firm) 

Yes		No	
-----	--	----	--
2. Bid Security (CDR) 2% of estimated cost 

Yes		No	
-----	--	----	--

**PERFORMANCE GUARANTY/ SECURITY FORM**

To: **The Vice Chancellor,**  
**FMU, Allied/DHQ Hospitals / Nursing Colleges, Faisalabad**

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 2% 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 2% (*two Percent*) 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 \_\_\_\_\_, 20

Signature and Seal of the Guarantors/ Bank

Address \_\_\_\_\_

Date \_\_\_\_\_

**MANUFACTURER'S AUTHORIZATION FORM**

To:

The Vice Chancellor,  
FMU, Allied/DHQ Hospitals / Nursing Colleges, Faisalabad

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.

**CONTRACT FORM**

**THIS CONTRACT** is made at -----on----- day of-----, between The Vice Chancellor, FMU/ Allied/DHQ Hospitals / Nursing Colleges, Faisalabad (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 Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.

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

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

8. [*The Supplier*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to 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 Additional Chief Secretary 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. Incase of supply of substandard product the destruction cost will be borne by the firm i.e burning, Dumping, 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.

<b>Signed/ Sealed by the Manufacturer/ authorized Person</b>	<b>Signed/ Sealed by Procuring Agency</b>
1 _____	1 _____

**BID FORM**

Date: \_\_\_\_\_

No. \_\_\_\_\_

To:

The Vice Chancellor,  
FMU, Allied/DHQ Hospitals / Nursing Colleges, Faisalabad

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 Two 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 \_\_\_\_\_ 20\_.

Signature (in the capacity of)

Duly authorized to sign bid for and on behalf of.

Attachment

=====

**PAGE MARKING / INDEX CERTIFICATE**

I Mr. / Miss / Mrs. \_\_\_\_\_

\_\_\_\_\_ do hereby certify on the behalf of M/S: \_\_\_\_\_

\_\_\_\_\_ That the bidding documents submitted for tender of \_

\_\_\_\_\_ contains total pages \_\_\_\_\_

\_\_\_\_\_.

Moreover, the page marking is done and index has been prepared  
which is marked as page No. \_\_\_\_\_.

Name of authorized person \_\_\_\_\_

Designation \_\_\_\_\_

C.N.I.C. No. \_\_\_\_\_

Mailing Address \_\_\_\_\_

Contact No. (land line) \_\_\_\_\_

Contact No. (Mobile) \_\_\_\_\_

E-mail Address \_\_\_\_\_

**Signature**

\_\_\_\_\_

**Stamp (Firm)**

\_\_\_\_\_

**Dated**

\_\_\_\_\_



## **AUTHORITY LETTER**

We M/S \_\_\_\_\_

do hereby authorize Mr./Miss/ Mrs. \_\_\_\_\_

to attend the meetings, negotiate on prices, receive letters & bid securities (for tenders 2022-2023 FMU, Allied/DHQ Hospitals Faisalabad) on behalf of our firm. The particulars of authorized person are given below.

Name of authorized person \_\_\_\_\_

Designation \_\_\_\_\_

C.N.I.C. No. \_\_\_\_\_

Mailing Address \_\_\_\_\_

Contact No. (land line) \_\_\_\_\_

Contact No. (Mobile) \_\_\_\_\_

E-mail Address \_\_\_\_\_

### **Sign. & Stamp (Signing Authority)**

Dated \_\_\_\_\_

Contact No. \_\_\_\_\_

**NOTE:-** Incase of any change in authorized person must be conveyed to Director Purchase, FMU,

Allied/DHQ Hospitals/Govt. General Hospital, Ghulam Muhammad Abad Faisalabad in writing.