

**TENDERS 2022 – 2023**  
**TERMS & CONDITIONS OF CONTRACT FOR THE PURCHASE OF MEDICAL GASES ITEMS**  
**FOR THE YEAR 2022-2023.**

Price of purchase of tender documents Rs. 1000/- (Non-refundable).

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 Principal can participate in the tender through their distributors/sole agents. The stores / items will be purchased as per list enclosed.

**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 envelope will bear “**TECHNICAL PROPOSAL**” and the 2<sup>nd</sup> bear “**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 the scheduled time, place & date. The Financial Proposals will be opened by Tender Opening Committee of responsive / technically successful bidders later, on scheduled time place & date. **Non-responsive / technically rejected financial proposals will not be announced and will be returned back to the respective firms.**

**2. Validity Period:** The tender will be valid for the Financial Year 2022-2023 from the date of opening of the tender till the expiry of total tender period. **(30.06.2023), however it is extendable for three months as per the requirements of the component hospitals for financial years 2022-2023.**

**KNOCK OUT CLAUSES (COMPULSORY PARAMETERS)**

Note: Any offer not received as per following terms & conditions of the tender is liable to be ignored.

- i. Drug manufacturing / sales licence. I- Valid drug sales licence issued by DRAP (formerly known as MOH) II- Valid drug sales licence for importers / distributors / suppliers.
- ii. Drug Registration Certificate (DRC). valid drug registration certificate issued by DRAP (formerly known as MOH) where applicable.
- iii. Undertaking regarding non declaration of spurious / Adulterated / substandard batch by the DTLs of the Punjab / any competent lab of quoted item within last two years (undertaking on judicial paper).
- iv. Samples submission for each quoted item is mandatory. All participating firms are bound to provide **06 samples** for Technical Evaluation of quoted items & **30 samples** for Technical Evaluation of **injectable antibiotics within 07 days** from the date of opening of Technical Proposals. Incase of non-submission of samples within the time period mentioned above, the quoted items of the firm will be automatically technically knocked out / rejected. (specification quoted in the technical offer will be verified from samples provided).
- v. Tender Form not purchased from the Vice Chancellor, FMU.
- vi. Received without bid security being a part of Financial Proposal.
- vii. Received after the date and time fixed for tender.
- viii. The tender is unsigned & is not in two sealed envelopes marked as:-  
**TECHNICAL PROPOSAL & FINANCIAL PROPOSAL**
- ix. The offer is ambiguous / tempered
- x. The offer is conditional.
- xi. Offer is from a firm which is black listed, suspended, remained guilty of misconduct or involved in unnecessary litigation with any Government Department / autonomous institutions & corporations etc.
- xii. The offer is received by telegram/fax/e-mail.
- xiii. The offer/bid is technically rejected by T.A.C. on any ground.
- xiv. The offer of a product having **less than one year market experience**, (in case of drugs / medicines the market experience of at least one year as a registered drug).
- xv. Income Tax & Sales Tax registration certificate (Attested copy).
- xvi. **Every participating firm will be allowed to quote only a single brand for each advertised tender item to ensure healthy competition among the bidders. Incase a firm quotes more than a single brand against any advertised tender item, the firm will be automatically disqualified / knocked out for that particular quoted tender item.**
- xvii. **Below 70% execution of contract during last financial year.**
- xviii. **All bids should be submitted in tape or ring binding. Bids with loose papers shall be rejected straightaway. All documents should contain accurate page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory otherwise bid shall be rejected straightaway.**

- 3.** Original documents have to be produced at the time of tender opening.
- 4.** 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 the firm will be forfeited and the bid will be rejected. The competent authority may consider the bid of next tenderer for acceptance in respect of that stores after negotiation.
- 5.** 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 the 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 and the purchaser may purchase from local market on risk and cost basis and the difference of price will be recovered from the bid security or from the pending claims / bills of the firm without any further notice.

**BID SECURITY:**

6. i. The bidders are required to furnish 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 not given estimated price items will be calculated by bidders according to their 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 Collages, Faisalabad from a scheduled bank.
- iii. Bid security of the un-successful bidders will be returned as prompt as possible after completing necessary formalities.
- iv. The bid security will liable to be forfeited in the following circumstances.
- a. Bidder withdraws its bid during the bid validity period as specified in the bidding document.
- b. A successful bidder, to whom acceptance of bid conveyed, fails to sign the contract, or does not furnish the requisite performance guarantee.
- b(i).The competent authority may consider the bid of next tenderer for acceptance in respect of that stores after negotiation (if necessary).
- v. The bid security of successful bidders can be adjusted to their performance guaranty after acceptance of their bids.
- vi. **The bidders have to furnish fresh bid security & the bid security related to previous tenders will not be entertained.**

7. The Tenderer should be required to submit his quotations on prescribed tender form purchased from purchase cell of Vice Chancellor Office, original receipt of which will be attached with tender document.
8. Tenders should be addressed to the Vice Chancellor, FMU, Allied / DHQ Hospitals, Faisalabad.
9. In case supply is not according to specifications or declared sub-standard, spurious, adulterated, misbranded etc by the physical verification committee or DTL, the firm is bound to replace the whole stock with fresh stock 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 specifications laid down in PPRA rules. (Annex-4)
10. Testing charges of the samples will be born by the tenderer/contractor irrespective of the result of the sample.
11. The bids should be submitted on the basis of standard packing approved by DRAP Ministry of Health, Islamabad.
12. First lowest bidder shall not be allowed to withdraw his offer and bid security will not be refunded before the conclusion of the contract.
13. All terms & conditions of tender enquiry should be duly signed, stamped and attached with the offer.
14. The Performance Guarantee of successful bidder will be released on completion of contract period and production of satisfactory report from the Medical Superintendents, after completing all codal formalities.

**DELIVERY SCHEDULE:**

15. Bill of quantities to be purchased can vary as per requirement of the institution/ components. **The delivery period, will be 45 days of issuance of supply order or as decided by the institution on case to case basis maximum 15 days may be extended as a grace period upon request of the firm on case to case basis.**

16. In case of equal rates, contract can be awarded to all, holding equivalent prices simultaneously.
17. **The contractor will provide the copy of computerized National Tax Number (NTN) / Sales Tax Registration Certificate. All tax deductions will be made according to Government instructions. N.T.N. will also be mentioned on front page of the bid / tender form. He is also required to submit professional tax certificate along with bills.**

**PAYMENT SCHEDULE:**

18. The payments will be made to the suppliers/contractors in Pak rupees against their invoices within 30 days from the date of completion of supplies of the respective stores subject to verification / inspection, DTL satisfactory report regarding the quality & quantity of the concerned store.

19. In case of any dispute between Hospital Administration and the supplier/ contractor, the decision of Vice Chancellor shall be final and not challengeable in any court of law.
20. **Printed price lists of items of relevant firms should be attached with the tender form.**
21. Only 1<sup>st</sup> lowest bidders will be called wherever negotiation is considered necessary.
22. Attested photocopies of CNIC of tenderer / representative and other necessary documents related to tender must be attached with the tender.
23. All offered products will be considered individually and contract will be issued after evaluation & standardization on the recommendations of TAC and end-user.

**EXPIRY REPLACEMENT:**

24. The successful bidders / suppliers will be bound to replace the items/other store items, on prior intimation to the supplier before expiry of the product. The replacement will be on free delivery basis at the consignee end.

25. The material should be packed in the manner as instructed by the Government in its rules notifications and circulars issued from time to time. On all medicine items and others where necessary, following red stamp with permanent & undeletable ink must be recorded in both English & Urdu. Logo of Punjab Government should be embedded.

**“NOT FOR SALE”  
PROPERTY OF THE GOVERNMENT OF THE PUNJAB**

**SHELF LIFE**

26. The shelf life in case of imported items must not be less than 75% and in case of local items 85% at the time of delivery. However, in case of imported medicines, the stores may be accepted up to 70% shelf life and in case of locally manufactured / packed drugs up to 75% at the time of supply / delivery subject to 1% penalty charges in the actual shortfall in shelf life below the approved shelf life 75% -85% for either category of medicine at the time of actual delivery supply of stores. However, in case of biological items, the shelf life upto 65% is acceptable and shelf life upto 55% is acceptable with 1% penalty charges. No medicines / drugs less than the above prescribed shelf life will be accepted.
27. The firm will supply the stores on free delivery (Allied/DHQ/ General Hospital G.M.abad & FMU Faisalabad) within the stipulated period at the consignee end.
28. General / special conditions laid down in PPRA rules are also applicable.
29. All the bidders will provide **samples** as per requirement for evaluation within 07 days 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. The samples will be technically scrutinized / evaluated by the Technical Advisory Committee in consensus with end users.
30. 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.
31. The tenderer is required to submit the documents as per check list provided with bidding documents.
32. 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, 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 Medical Superintendents of the concerned hospitals as per quantity purchased.
33. The bidder shall submit an affidavit on judicial paper worth Rs. 100/- that the 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 document if pointed out at any stage.
34. All the successful bidders are bound to supply the items awarded to them to all components of this institution.
35. The availability of the quoted items in the market must be one year or more.
36. All Purchases will be made as per Government Rules issued from time to time.
37. As per directions of the Ministry of Health Govt. of Pakistan vide notification No. 10905/2010-DCA (DDG) dated 16-11-2010 only those manufacturers / firms will be eligible to quote the rates for disposable syringe, disposable set for collection or transfusion of blood or giving any infusion, cannula, catheter, stent, auto disposable syringe and butterfly needle, who have got these products registered as medicine with Ministry of Health Islamabad.
38. 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.
39. 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.
40. The participating bidders / tenderers will be disqualified if he provides false, fabricated or materially incorrect information & will be treated according to PPRA Rules.
41. If a contractor acts in a manner detrimental to the public interest or good practices or has consistently failed to perform his obligation under the contract or his performance has not been up to mark or he is found indulging in corrupt or fraudulent practice, the Institution may, after affording him an opportunity of hearing and through a notification, debar him from participating in any public procurement process of the procuring agency for such period as the procuring agency may determine in the light of the circumstances of the case.
42. This process is subject to the final decision made by Govt. of the Punjab, Specialized Healthcare & Medical Education Department for the items which are under process of central procurement. The decision made by the Government at any time during Financial Year 2017-18 will be applicable & considered as final.
43. DRAP registered products will be preferred.
44. If Drug testing is failed due to misbranding, 25% penalty of all contract amount will be deducted and action will be taken against the firm.
45. Risk purchase of the same item declared as misbranded will be implemented.
46. Process of black listing of the companies who caused this inconvenience & provided misbranded medicines will be initiated by the concerned procuring agencies under the administrative control of SHC&ME Department and Provincial Quality Control Board will also take strict action under rules instead of issuing simple warning.
47. 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.
48. The Vice Chancellor, has full rights to cancel all the tenders or single tender / or wave off any term & condition without assigning any reason and it cannot be challenged in any court of law.

**BIDDER'S SIGNATURE AND SEAL**

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

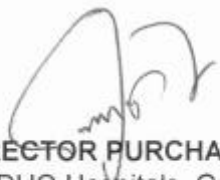

## INVITATION TO BIDS

Tender No.	
Time & Date of Submission of bids	<b>As per tender advertisement</b>
Time & Date Opening the bids	<b>As per tender advertisement</b>

Note: This invitation to bids is only for the goods and stores as are mentioned in this bidding document and the tender notice published in the newspapers on \_\_\_\_\_ under the authority of The Vice Chancellor, FMU, Allied/DHQ Hospitals & Nursing Colleges, 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 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.
4. Bids must be submitted 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.
5. The validity of the received offers will be for 90 days after opening of Technical Bid.
6. 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.
7. Failure to submit the bid in the manner prescribed in this invitation to bids may result in rejection of the bid.
8. The Purchaser reserves the right of accepting a bid in accordance with his evaluation criteria. Bill of quantities to be purchased can vary as per requirement of the institution/ components.
9. 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.
10. Bids will be opened in the presence of the bidders or their authorized representatives who choose to attend the opening ceremony.
- 11. 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.**

  
**DIRECTOR PURCHASE**  
 FMU, Allied/DHQ Hospitals, Govt. General  
 Hospital, GM Abad Faisalabad  


## **BID PROFORMA**

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

*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. **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**” and the 2<sup>nd</sup> bear “**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 the schedule time, place & date. The Financial Proposals will be opened by Tender Opening Committee of responsive / technically successful bidders later, on schedule time place & date. **Non-responsive / technically rejected financial proposals will not be announced and will be returned back to the respective firms.**
3. **Validity Period:** The tender will be valid for the Financial Year 2022-2023 from the date of opening of the tender till the expiry of total tender period. **(30.06.2023), however it is extendable for three months (only for 1<sup>st</sup> quarter requirements of the components for financial year 2022-2023).**
4. The validity of the received offers will be for 90 days after opening of Technical Bid.
  5. 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.
  6. (a) If the provisional acceptance of bid issued during the validity period of the offer is not accepted by the bidder, the bid security 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 would be liable to forfeiture.
  7. 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 Guarantee deposited by him would be forfeited and the store may be purchased at his risk and expense.
  8. The Purchaser reserves the right to claim compensation for the loss caused by the delay in the delivery of the goods and services.
  9. **The delivery period, will be 45 days of issuance of supply order or as decided by the Institution concerned.**
  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. The tenderer is required to submit following documents:-
    - A. Bid Proforma and invitation to bids.
    - B. Bid security @ 2% of 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
      - i- **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
- G. Sole Agent authority letter
- H. Drug sales License (valid)
- I. Manufacturer’s authorization form
- J. Performance / guaranty form
- K. Attested copy of product registration

**PERFORMANCE GUARANTY**

15. 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.

16. 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.

17. Bidders who are not the original manufacturers of the demanded goods, stores or services or who are the agents of the Vice Chancellor abroad are required to furnish an undertaking or certificate from the Vice Chancellor 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”.

18. 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.

19. 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.

20. 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.

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

**22. The bidders must write brand name, name of manufacturers and country of origin of the quoted / offered items in the Technical Proposal. Moreover, correct tender item No. must be written in Technical & Financial Proposals, incase of incorrect tender item No. the quoted item / offer will be liable to be ignored / rejected.**

23. The Stores shall be brand new and shall be supplied at the place of consignment in the original manufacturer packing, (except medicine items, where green packing is required).

24. 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.

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

26. 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.

27. Grievances will be delt as per rule 67 of PPRA rules 2014.

**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, Govt. General  
 Hospital, GM Abad Faisalabad  


Sample to be followed on judicial stamp paper of Rs. 100 by the bidder

## **UNDERTAKING BY THE BIDDER**

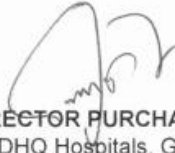

1. I/We hereby confirm to have read carefully complete description of the stores and all the terms and conditions of your tender enquiry No. \_\_\_\_\_, due for opening on \_\_\_\_\_, for the supply of the stores, goods, and services as advertised in the tender notice as well as those contained in the Bid Proforma and the Punjab Procurement Rules, 2014 (PPRA-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 certify and undertake that our quoted items have never been declared spurious / adulterated / substandard by the DTLs of Punjab / any competent lab. within last two years.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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: \_\_\_\_\_

  
**DIRECTOR PURCHASE**  
 FMU, Allied/DHQ Hospitals, Govt. General  
 Hospital, GM Abad Faisalabad  


**PERFORMANCE GUARANTY/ SECURITY FORM**

To: The Vice Chancellor,  
FMU, Allied/DHQ Hospitals/GGH Ghulam Muhammad Abad 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 / GGH Ghulam Muhammad Abad 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----- 20 , 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. Incase of failure by DTL the firm is bound to replace the stock on free of cost basis.

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 / GGH Ghulam Muhammad Abad 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 Faisalabad in writing.

**SPECIMEN FOR TECHNICAL PROPOSAL****Name of bidder/Firm:-** \_\_\_\_\_

<b>Tender Item SR. # (As per tender enquiry)</b>	<b>NAME OF ITEMS</b>	<b>SPECIFICATION</b>	<b>BRAND NAME</b>	<b>PACK SIZE</b>	<b>MANUFACTURER</b>	<b>COUNTRY OF ORIGIN</b>
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**SIG. & OFFICIAL STAMP OF BIDDER** \_\_\_\_\_

Note: The bidders must submit their technical proposals on letter head (letter pad) of the firm which must be duly signed & stamped by an authorized person.

**SPECIMEN FOR FINANCIAL PROPOSAL****Name of bidder/Firm:-** \_\_\_\_\_

<b>Tender Item SR. # (As per tender enquiry)</b>	<b>NAME OF ITEM</b>	<b>SPECIFICATION</b>	<b>ACCOUNTING UNIT</b>	<b>TOTAL QUANTITY REQUIRED</b>	<b>UNIT / TEST PRICE (OFFERED)</b>	<b>TOTAL PRICE (OFFERED)</b>	<b>BID SECURITY 2% OF THE ESTIMATED COST</b>
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**SIG. & OFFICIAL STAMP OF BIDDER:-** \_\_\_\_\_**NOTE:**

- i) In case of discrepancy between unit price & total price, the unit price shall prevail.
- ii) The bidders must submit their financial proposals on letter head (letter pad) of the firm which must be duly signed & stamped by an authorized person.

**BID PAPERS (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 instructions.                                |     |    |  |  |
| ii) He is not legally penalized  |     |    |  |  |
| iii) Certified undertaking for purchaser's satisfaction for execution of contract.   |     |    |  |  |
| iv) Regarding non-declaration of spurious / adulterated / substandard batch by the D.T.Ls & any competent Lab within last two years. |     |    |  |  |
| 9. Income Tax registration certificate (attested copy)   | Yes | No |  |  |
| 10. Sales Tax registration certificate (attested copy)   | Yes | No |  |  |
| 11. FBR Certificates showing last two years annual sales of the firm   | Yes | No |  |  |
| 12. Valid Drug Registration Certificate (D.R.C.) for where applicable  | Yes | No |  |  |
| 13. Experience certificate of the firm (attested copy)   | Yes | No |  |  |
| 14. Attested copy of valid manufacturing /selling or any other license imposed by Govt. (if applicable)                              | Yes | No |  |  |
| 15. Attested copy of international certification (if any)  | Yes | No |  |  |
| 16. Fresh samples of quoted items  | Yes | No |  |  |
| 17. Documentary evidence of product experience in market<br>Attested copy of relevant documents.                                     | Yes | No |  |  |

**BID PAPERS (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 |  |  |

**BID EVALUATION CRITERIA**  
**FOR TENDERS 2022-2023**

For the purpose of determining the lowest evaluated bid, facts other than prices such as past performance, test/ analysis reports, financial soundness & other details as the procuring agency, at its discretion, may consider appropriate, shall be taken into consideration. The following merit point system for weighing evaluation factors / criteria can be applied for the "TECHNICAL PROPOSALS". The point score shall be mentioned in the "BID EVALUATION REPORT".

**MERIT POINT SYSTEM**  
**EVALUATION OF FIRMS/ COMPANIES**  
**(MEDICAL GASES)**


SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENT REQUIRED
1.	<b><u>Financial Position / Status</u></b> i. Income Tax registration certificate ii. Sales tax registration certificate iii. Statement worth (min 5 million)	<b><u>10</u></b> (03) (03) (04)	i. Attested copies of certificates ii. Attested copy of bank statement & audited balance sheet of last 2 years. Note: Firms not registered for sales tax & income tax with relevant authorities will be automatically dis-qualified.
2.	<b><u>Firm's Experience In The Relevant Field</u></b> i. 01-03 years experience ii. 4-8 years experience iii. 9-15 years & above experience	<b><u>15</u></b> (09) (12) (15)	Attested copies of relevant documents / certificate on letterhead of the firm / company
3.	<b><u>Overall past performance of the firm/company</u></b> a) very good b) good c) satisfactory d) Un-satisfactory/ poor	<b><u>15</u></b> (15) (12) (09) (00)	(As ascertained by TAC)
4.	<b><u>Technical Staff</u></b> 01 or more employees / owners holding bachelor degree or above.	<b><u>05</u></b> (05)	i. Attach company profile in respect of permanent staff. ii. Attested photocopies of degrees.
5.	<b><u>International Certification</u></b> i) ISO ii) Other international quality certificate	<b><u>05</u></b> (05) (05)	Attested copies of certificates
<b>Total Points</b>		<b>Total Points = 50</b>	<b>Qualifying points 30</b>

**NOTE:**

- i) At least one year market experience in public sector of the firm is necessary, otherwise the firm will be considered technically knock out.
- ii) Assessment of safety measures/mechanism company, adhere to ensuring safe operations of equipment deployed. Current customer installation or future compliance to HTM, with minimum requirement for following:
- Correctly / right sized VIE
  - Vaporizer of appropriate / respective size to VIE size.
  - The VIE control equipment to control the pressure and flow of gas to the pipeline.
  - Alarm system for VIE content, VIE low and high pressure, line low and high pressure.

**OTHER TERMS & CONDITIONS:**

- Backup plant (all original manufacturer of Liquid Medical Oxygen manufacturers must have a backup plant to meet requirements in disaster situations like Covid-19)
- Mobile tankers (All manufacture must have sufficient number of Mobile Tankers for effective distribution of Liquid Medical Oxygen)
- Alarm system and emergency mechanism system.

  
**DIRECTOR PURCHASE**  
 FMU, Allied/DHQ Hospitals, Govt. General  
 Hospital, GM Abad Faisalabad  
