

# RAWALPINDI INSTITUTE OF CARDIOLOGY



**PREQUALIFICATION DOCUMENT FOR**  
**LOCAL PURCHASE OF MEDICINE / DRUGS**  
**(Extendable for 03 years)**  
**FOR THE FINANCIAL YEAR**  
**(2021-22)**

**CHECK LIST**

The provision of this checklist is essential prerequisite along with submission of tenders.

<b><u>SR. #</u></b>	<b><u>DETAIL</u></b>	<b><u>YES / NO</u></b>	<b><u>PAGE #</u></b>
<b><u>KNOCK OUT CLAUSES</u></b>			
1	Original receipt for purchase of tender.		
2	Valid National ID Card (NADRA)		
3	Bid Security (Rs. 200,000/-) (refundable) in the shape of CDR issued from any scheduled bank of Pakistan in the Name of Executive Director Rawalpindi Institute of Cardiology , Rawalpindi		
4	Pharmacy/Chemist/Druggist profile including detail of managerial staff (Name, Address, Tel No)		
5	Acceptance of terms and condition of tender documents duly signed and stamped on letter head.		
6	Minimum one year experience regarding supply of LP Medicines / Disposable Items to Government / Autonomous institutions		
7	An affidavit on stamp paper of Rs.100/- submitting following clauses: i) that the firm / bidder is never blacklisted on any grounds whatsoever from Government / Autonomous institutions.		
8	Bank statement / Balance sheet of last one year		
9	National Tax Number.		
10	Valid Drug Sale License		
11	Valid Income Tax certificate		
<b><u>GENERAL CLAUSES</u></b>			
1	Detail of technical qualified staff to be provided.		
2	Latest tax paid, balance sheet, audit inspection report..		
3	Supply orders detail over last one year (minimum) from Government originization / Autonomous institutions.		
4	An affidavit on stamp paper of Rs.20/- that the firm shall provide Medicines according to the Drug Act 1976 & Government Rules /DRAP ACT 2012, Policy throughout the contract period.		
5	Valid Professional Tax certificate		
6	Valid General Sale Tax certificate		

**INVITATION FOR BIDS****RAWALPINDI INSTITUTE OF CARDIOLOGY RAWAL ROAD, RAWALPINDI  
REFERENCE NO: RIC/PO/6229/21, DATED: 29-06-2021****PREQUALIFICATION OF LOCAL PURCHASE OF MEDICINES / DRUGS**

Rawalpindi Institute of Cardiology, Rawalpindi invites sealed bids/tenders from registered Pharmacies / Druggists & Chemists located maximum within **10KM** radius of RIC Rawalpindi for the supply of Local Purchase of Medicines / Drugs for the Year 2021-22 (extendable for 03 years)

Interested bidders may get the Prequalification documents from the cashier of this office on submission of written application on their letter head alongwith payment of non-refundable fee of Rs.1,000/- (one thousand only) during working hours as per following notified schedule.

Last Date of Sale of Documents.	<b>13-07-2021 till 02:00 PM</b>
Place of submission:	Purchase Office at Rawalpindi Institute of Cardiology, Rawalpindi
Date & Time of Pre-bid meeting	<b>10-07-2021 AT 11:00 AM</b>
Date & Time of submission of documents	<b>15-07-2021 AT 11:00 AM</b>
Date & time of opening of tender/bid	<b>15-07-2021 AT 11:30 AM at Purchase office of RIC Rwp</b>

**Prequalification documents shall include**

- a. Instructions to bidders
- b. General Conditions of Contract
- c. Special Conditions of Contract
- d. Schedule of Requirements
- e. Technical Specifications
- f. Contract Form
- g. Performance Guaranty / Security
- h. Bid Form
- i. Price Schedule

**INSTRUCTIONS TO BIDDERS**

1. **Source of Funds:** The Government of Punjab, Health Department allocates funds for the local purchase of medicines to the individual institution under their relevant Head of Account which are utilized by RIC, Rawalpindi for the local purchase of medicines/disposable items during the financial year **2021-22**  
RIC, Rawalpindi intends to conclude the framework contract for the supply of local purchase of Medicines/Disposable Items on day to day basis & on Free Delivery to Consignee's end basis directly to RIC, Rawalpindi.
2. **Eligible bidders:** This Invitation for Bids is open to all registered Pharmacies, Druggists & Chemists located within 10 km radius of RIC, Rawalpindi. The bidder must possess a valid retail drugs sale license issued by the competent authority in Pakistan. The bidder shall also have to submit a copy of registration certificate and Memorandum of Association / Partnership deed registered with the Registrar of Companies in Pakistan. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
3. **Eligible Goods and Services:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term "**Goods**" includes any Goods that are the subject of this Invitation for Bids and the term "**Services**" shall includes related services such as transportation, insurance etc. The "**origin**" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

### **THE BIDDING PROCEDURE**

5. **Single Stage – One Envelopes Bidding Procedure as per PPRA Rules 2014 (amended 2016) shall be applied:**
- i. The bid shall comprise a single sealed package containing sealed envelope. Envelope shall contain the Technical Proposal;
  - ii. The envelopes shall be sealed & marked as “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;
  - iii. Only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened;
  - iv. During the technical evaluation, no amendments in the technical proposal shall be permitted;
  - v. After the evaluation only prequalified firms will be able to supply the local purchase on daily basis.

### **THE PREQUALIFICATION DOCUMENTS**

6. **Content of Prequalification documents**
- i. The goods required, bidding procedures, and Contract terms are prescribed in the prequalification documents. In addition to the Invitation for Bids, the prequalification documents shall include:-
    - a) Instructions to bidders;
    - b) General Conditions of Contract;
    - c) Special Conditions of Contract;
    - d) Schedule of Requirements;
    - e) Technical Specifications;
    - f) Performance Guaranty Form;
  - ii. The “**Invitation for Bids**” does not form part of the Prequalification Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Prequalification Documents listed above, the said Prequalification Documents shall take precedence.
  - iii. The bidder is expected to examine all instructions, forms, terms, and specifications in the prequalification documents.
  - iv. Failure to furnish all information required by the prequalification documents or to submit a bid not substantially responsive to the prequalification documents in every respect shall be at the bidder’s risk and may result in the rejection of its bid.
7. **Clarification of Prequalification documents:** A prospective bidder requiring any clarification of the bidding / Prequalification documents may notify the Procuring Agency, in writing at the Procuring Agency’s address, indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the prequalification documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the prequalification documents.
8. **Amendment of Prequalification documents:** At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the prequalification documents by amendment. All prospective bidders that have received the prequalification documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

### **PREPARATION OF BIDS**

9. **Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.
10. **Documents Comprising the Bid:** The bid shall comprise the following components:
- (a) Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;

- (b) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the prequalification documents; and
- (c) Bid Security, furnished in accordance with instruction to bidders.
- 11. Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the prequalification documents, indicating the goods to be supplied, a brief description of the goods, their strength, packing, quantity, and prices.
- 12. Bid Prices:**
- The bidder shall indicate on the appropriate Price Schedule the discount rate on retail price of all medicines/disposable items it proposes to supply under the Contract.
  - Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration /correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.
  - The bidder should quote the discount prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.
  - The bidder is required to offer competitive discount price. All discount prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
  - Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.
  - While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- 13. Bid currencies:** Discount Prices shall be quoted in Pak Rupees.
- 14. Documents Establishing bidder's Eligibility and Qualification**
- The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
  - The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under instruction to the bidders
  - The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
    - The bidder shall have to produce documentary proof of valid retail drug sale license and other documents mentioned in check list.
    - National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
    - The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
    - The bidder should have minimum **one-year experience in the market**. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the **last one year**. Documentary proof shall have to be provided in this regard, where applicable.
- 15. Documents Establishing Good's Eligibility and Conformity Prequalification documents:**
- The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the prequalification documents of all goods, which the bidder proposes to supply under the Contract.
  - The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered which a certificate of origin issued by the Manufacturer shall confirm.
  - Submission of sample:
    - The bidder must produce along with technical proposal, **Four (04)** samples of quoted product(s) according to the strength and packing of demand of enquiry. No technical proposal / bid shall be considered in absence of samples where applicable.
    - The representative sample(s) must be from the most recent stocks, supported by valid warranty as per Drugs Act 1976/DRAP Act, 2012.
- 16. Bid Security**  
The bidder shall furnish 2% **bid security (Rs.200,000)** in the shape of Call Deposit Receipt issued by any scheduled bank of Pakistan in the name of Executive Director, Rawalpindi Institute of Cardiology, Rawalpindi.
- 17. Bid Validity**
- Bids shall remain valid for the period of **Six (06) Months** after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
  - The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an

extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

- iii. bidders who,-
  - (a) Agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
  - (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (earnest money).

**18. Format and Signing of Bid:**

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

**SUBMISSION OF BIDS**

**19. Sealing and Marking of Bids**

- i. The envelopes shall be marked as "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelope shall be sealed and:
- ii. be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
- iii. bear the name and number indicated in the Invitation for Bids.
- iv. The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".
- v. If the envelopes are not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening and shall be rejected forth with.

**20. Deadline for Submission of Bids:** Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, not later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the prequalification documents in accordance with instruction to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**21. Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder

**22. Withdrawal of Bids:** The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders.

**OPENING AND EVALUATION OF BIDS**

**23. Opening of Bids**

- i. The Procuring Agency shall open only the envelope marked "TECHNICAL PROPOSAL" in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance.
- ii. The bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder..
- iii. The Procuring Agency shall prepare minutes of the bids opening.

**24. Clarification of Bids:** During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted

**25. Preliminary Examination**

- i. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- ii. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- iii. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the prequalification documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the prequalification documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Law, Drugs Act, Taxes & Duties and GMP

practices shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

**26. Evaluation & Comparison of Bids**

- i. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
- ii. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, previous test reports, inspection of plant/ factory / premises (if not previously conducted), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered.
- iii. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these prequalification documents.

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

**28. Evaluation Criteria:**

- i. For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous Drugs Testing Laboratory, test / analysis reports, inspection of plant / factory /premises, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing evaluation factors/ criteria can be applied for the **TECHNICAL PROPOSALS**. The number of points allocated to each factor shall be specified in the Evaluation Report.

**1. BID EVALUATION CRITERIA AT CLAUSE NO. 27 OF INSTRUCTIONS TO THE BIDDERS**

S. No	Criteria	Documents Required
1	<b>Knock out clauses = 20</b>	Relevant documents
2	<b>General Clause = 05</b>	Relevant documents
3	<b>Registered Pharmacies/Druggists/Chemists = 20</b>	Valid retail drug sale license
4	<b>Technical Staff (overall) =10</b>	Company profile in respect of permanent technical staff along with their qualification and experience
5	<b>Warehouse-10</b> Facility to control of Humidity and Temperature (05) Cold chain as per product requirement (warehouse + transport) (05) In case the item for which bid is made does not require cold chain the numbers for "Cold Chain as per product requirement" shall be added to "Facility to control of Humidity and Temperature."	a) Details of License(s) in reference to the warehouse b) Total number of licensed warehouse c) Covered area of each licensed warehouse d)Details of cold chain facility e) Yes or No in reference to loading and unloading bay for each licensed warehouse.
6	<b>Experience = 15</b>	Documentary evidence of one year relevant experience
7	<b>Financial Position =20</b> Criteria (Bank Statement, Annual Turnover, Minimum financial worth for qualifying is Rs. 10 million. Financially sound party with excellent business record could get higher marks	a) Bank statement b) Annual turnover for 02years
	<b>Total Marks 100</b>	<b>Qualifying marks 65%</b>

**2. SCHEDULE OF REQUIREMENT FOR MEDICINES / DRUGS ON LOCAL PURCHASE:**

MODE OF PENALTY	DELIVERY PERIOD
<b>Without Penalty</b>	Bidder shall have to supply such quantity of Medicines/Disposable Items to RIC, Rawalpindi within 24 hours on receipt of orders/demand from concerned Medical Superintendent on free delivery basis to the hospital store.

- i) Sales ranking and Market ranking of the contractor/bidder shall be determined from the notified ranking of SALS/IMS.

- ii) The ranking of local manufacturers will also be determined from the data of SALS/IMS.
- iii) The firm has to provide the certificate of Paid up Capital during the financial year 2017-18
- iv) The production capacity data of respective medicine must be provided along with the bid which may be counterchecked during the physical inspection of the premises.
- v) The list of technical staff along with their relative experience and certificate of credentials must be provided along with the bid.
- vi) Details of warehouse facilities to be provided.
- vii) Financial status of the firm would be derived from the transactions of bank statement and Balance Sheet. The minimum financial worth is Rs.10 million. Financially sound party with excellent business record could get higher marks.
- viii) 100% complete information according to the bid evaluation criteria provided by the firm will get maximum marks.

**THE INFORMATION PROVIDED BY THE FIRM SHOULD BE RELEVANT, CONCISE AND TO THE POINT AS PER BID EVALUATION CRITERIA, UN NECESSARY DOCUMENTATION WILL HAVE A NEGATIVE IMPACT.**

- ix) After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their technical proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark which is **65%** or were considered nonresponsive
- 29. Contacting the Procuring Agency:** No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification in addition to any other penalty Procuring Agency may in its discretion impose.
- 30. Qualification & disqualification of bidders:** The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.
- 31. Rejection of Bids:**
- (1) The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
  - (2) The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.
  - (3) The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards the bidders.
  - (4) The bidders shall be promptly informed about the rejection of the bids, if any.
  - (5) A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.
- 32. Re-Bidding:** If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under Punjab Procurement Rules-2014 (amended 2016). The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.
- 33. Announcement of Evaluation Report:** The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

## **AWARD OF CONTRACT**

- 34. Acceptance of Bid and Award criteria**  
The bidder offering maximum discount rates on retail price of all medicines/disposable items, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.
- 35. Procuring Agency's right to vary quantities at time of award**  
The Procuring Agency reserves the right at the time of framework Contract's award to increase or decrease, the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions where applicable.
- 36. Limitations on negotiations**



Negotiations may not relate to the price or substance of tenders or proposals specified by the bidder in his tender, but only to minor technical, Contractual or logistical details.

I. As guidance only, negotiations may normally relate to the following areas:

- minor alterations to technical details, such as the terms of reference, the scope of work, the specification or drawings;
- minor amendments to the Special Conditions of Contract;
- finalizing the payment arrangements;
- mobilization arrangements;
- agreeing final delivery or completion schedules to accommodate any changes required by the procuring agency;
- the proposed methodology or staffing;
- inputs required from the procuring agency;
- clarifying details that were not apparent or could not be finalized at the time of bidding;
- the bidder's tax liability in Pakistan, if the bidder is a foreign company.

II. Negotiations shall not be used to:

- substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
- substantially alter the terms and conditions of Contract;
- reduce unit rates or reimbursable costs, provided that in case of exceptional circumstances like exorbitant rate, rates higher than prevailing market rates, negotiation may be adopted;
- reduce work inputs solely to meet the budget; or
- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the Tenders or proposals.

### 37. Notification of Award

- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter, to be confirmed in writing by registered letter, that its bid has been accepted.
- ii. The notification of award shall constitute the formation of the Contract.

### 38. Signing of Contract

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

### 39. Performance Guaranty/ Security

- i. On the date of signing of Contract, the successful bidder shall furnish the Performance Guaranty / Security in accordance with the Conditions of Contract, in the Performance Guaranty / Security Form provided in the prequalification documents.
- ii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

### 40. Corrupt or Fraudulent Practices

- (a) The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:
  - (b)
    - i. **“corrupt practice”** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and
    - ii. **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
  - (c) Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

- (d) Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract; onus of proof will be on the firm.

## **GENERAL CONDITIONS OF CONTRACT**

- 1) **Definitions:** In this Contract, the following terms shall be interpreted as indicated against each;
  - i) “**framework contract**” means a contract whereby the procurement is made for a certain volume or quantity of a particular good, a set of goods, services or works over a specific period against an agreed sum or rate per item or lump sum.
  - ii) “**The Contract**” means the agreement between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - iii) “**The Contract Price**” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - iv) “**The Goods**” means drug/ medicines, which the Supplier is required to supply to the Procuring Agency under the Contract.
  - v) “**The Services**” means those services ancillary to the supply of goods, such as printing of special instructions on the label and packing, design, logo, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
  - vi) “**The Procuring Agency**” means the Executive Director, RIC, Rawalpindi
  - vii) “**The Supplier**” means the individual or firm supplying the goods under this Contract.
- 2) **Application:** These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract
- 3) **Country of Origin:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For the purposes of this clause, “origin” means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.
- 4) **Standards:** The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 5) **Use of Contract Documents and Information**
  - i) The Supplier shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.
  - ii) The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.
  - iii) Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.
  - iv) The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier.
- 6) **Patent Rights:** The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 7) **Submission of Samples:** Labeling and Packing of the product would be examined in accordance with Labeling and Packing Rules 1986 of the Drugs Act 1976. The Supplier shall provide **FOUR (04) samples (free of cost)** of the product to procuring agency where applicable.
- 8) **Ensuring intimation of storage arrangements:** To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.
- 9) **Inspections and Test / Analysis**
  - i. The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.
  - ii. For the purpose of inspections and tests of drugs / medicines, the Supplier shall inform the Health Department, Government of the Punjab at least 15 working days in advance when all or any specific consignment / installment of goods is manufactured and ready for inspection. The inspection team from Health Department, Government of the Punjab shall inspect the quantity, specifications of goods and send samples from each batch to DTL, Punjab for quality test. The Supplier shall furnish all reasonable facilities and assistance including access to drawings and production data to the inspectors at no charge to the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer/ Supplier.

- iii. Soon after the supply, the samples for tests, the goods/stores shall be sealed for test/ analysis from the DTL, Punjab.
- iv. The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Consignee's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the goods shipment from the manufacturing point.
- v. Procuring Agency or its representative shall have the right to inspect and /or to test the goods to confirm their conformity to the specifications of the contract at no extra cost to the Procuring Agency.
- vi. The inspection committee constituted by the Consignee shall inspect the quantity, specifications of goods. The cost of the lab tests shall be borne by the Supplier.
- vii. The supplier will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids / Substandard / Spurious / Misbranded / Expired. Moreover, it will replace the unconsumed expired stores without any further charges.
- viii. The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the arrival at Procuring Agency's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative.
- ix. Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

#### 10) **Chemical and physical examination of medicines**

- i) All the Drugs / Medicines shall be acceptable subject to chemical and physical examination. The chemical examination shall be carried out through the Provincial Drugs Testing Laboratories. The Inspection Committee constituted by the Consignee shall carry out the physical examination after receipt of supplies and standard test/ analysis report of the lab. If the facility for test / analysis is not available with the Laboratories of Government of Punjab & Government of Pakistan, the batch release certificate and test analysis report of quality control / quality assurance department of the manufacturer shall be carried out in a Laboratory nominated by the Procuring Agency. Cost of such tests shall be borne by the manufacturer / supplier firm.
  - ii) If the Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc, even if it is of standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within **20** days from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for one year. However, if the entire supplies/ installments are declared as of against the required specifications, the entire performance security shall be forfeited and the firm shall be blacklisted minimum for two years; onus of proof of innocence shall be on the supplier.
- 11) **Delivery and Documents:** The Supplier in accordance with the terms specified in the Prequalification documents shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in Special Conditions of the Contract.
  - 12) **Insurance:** The goods supplied under the Contract shall be delivered duty paid.
  - 13) **Transportation:** The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. The goods shall be delivered in RIC Rawalpindi on the risk and cost of the Supplier. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.
  - 14) **Incidental Services:** The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should be included in the total bid price.
  - 15) **Warranty:** The Drugs / Medicines shall be accompanied by the necessary warranty on Form 2-A (on judicial paper) in accordance with the provision of the Drugs Act, 1976 and rules framed there under. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
  - 16) **Payment:** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak. Rupees.
  - 17) **Prices:** Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.
  - 18) **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the Parties.
  - 19) **Subcontracts:** The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

- 20) **Delays in the Supplier's Performance:** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). The Procuring Agency may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Procuring Agency by amendment of Contract. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
- 21) **Penalties/liquidated Damages:** In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract. In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm.
- 22) **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or if the Supplier fails to perform any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 23) **Force Majeure:** Notwithstanding the provisions of general conditions of contract the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargos. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Health Department, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
- 24) **Termination for Insolvency** The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
- 25) **Arbitration and Resolution of Disputes:** The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary Law, Justice & Human Right or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties
- 26) **Governing Language:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
- 27) **Applicable Law:** This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
- 28) **Notices**
- i) Any Notice given by one party to the other pursuant to this contract shall be sent to the other party in writing and confirmed to other party's address specified in Special Conditions of Contract.
  - ii) A notice shall be effective when delivered or on the notice's effective date, whichever is later

## SPECIAL CONDITION OF CONTRACT

## 1. Definitions

- i. The **Procuring Agency**: is the RIC, Rawalpindi
  - ii. The **Supplier**: is the individual or firm supplying the goods under this contract.
2. **Country of Origin**: All goods and related services to be supplied under the contract must be from that origin / country as indicated under general conditions of the contract.
  3. **Bid Security**: The bidder shall furnish 2% **bid security Rs. 200,000/-** in the shape of Call Deposit Receipt issued by any scheduled bank of Pakistan in the name of Executive Director Rawalpindi Institute of Cardiology, Rawalpindi
  4. **Performance Guaranty/ Security**: After signing of contract, the successful bidder shall furnish the Performance Guaranty/Security in the shape of Call Deposit (CDR) / Bank Guarantee in the name of Executive Director Rawalpindi Institute of Cardiology Rawalpindi equivalent to 5% of the total Contract amount any of the scheduled bank of Pakistan in accordance with the conditions of the tender inquiry.
  5. **Inspection and Tests**: Inspection and tests of drugs / medicine at final acceptance shall be in accordance with the conditions of contract. After delivery at Provincial / District offices / warehouses and standard test / analysis report from the drugs testing lab, the goods shall be inspected /examined by the Inspection Committee, to physically check the goods in accordance with the approved sample and terms / conditions of the Contract. The Committee shall submit its inspection report to Procuring Agency along with invoice / bills / delivery challan. In case of any deficiency, pointed out by the Inspection Committee in the delivered goods, the Supplier shall be bound to rectify it free of cost.
  6. **Delivery and documents**: The Supplier shall provide the following documents at the time of delivery of goods to Consignee' end for verification and onward submission to quarter concerned, duly completed in all respect for payment.
    - i) Original copies of Delivery Note / Challan (in duplicate) showing name of destination to which delivery is to be made, item's description, batch No(s), Registration No, manufacturing and expiry date and quantity.
    - ii) Original copies of the Supplier's invoices (in duplicate) showing warranty, name of Procuring Agency /destination to which delivery is to be made, item's description, Batch No, Registration No, manufacturing and expiry date, quantity, per unit cost, and total amount.
    - iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST.
  7. **Insurance** The goods supplied under the Contract shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility therefore, they may arrange appropriate coverage.
  8. **Incidental Services**  
The following incidental services shall be provided and the cost of which should include in the total bid price.
    - a. The bidder shall supply drugs/medicines as per tender requirement in commercial packing along with complete literature (Leaflet) and with Logo of the Government of Punjab. In case, the packing requirements are not fulfilled, the 30% of total cost shall be deducted from the payment of the contractor / supplier firm.
    - b. The following wording/insignia shall be printed in bold letters in prominent manner both in Urdu & English in indelible **red color ink on each carton, pack, bottle, strip / blister, tubes, vial / ampoule etc. in case of items supplied by the foreign manufacturer the mentioned condition may be relaxed by the Procuring Agency.**  
**"NOT FOR SALE"**  
**"RIC GOVERNMENT PROPERTY" RAWALPINDI**
    - c. The rules for labeling and packing shall be followed as per "The Drugs (Labeling and Packing) Rules, 1986", framed under the Drugs Act, 1976. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed / written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip / Blister, Tubes etc. Besides the name and Executive Director place of business of the Manufacturer, the drug manufacturing license No., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely, name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in **aluminium** strip / blister pack. Expiry date must be printed on each **aluminium** strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps as per sample provided at the time of opening of tender. In case of non fulfillment of these requirements the supply shall not be accepted.
    - d. The supplier shall pay a penalty equal to 1% of the total value of the medicines per percentage point of the short fall in the prescribed shelf life **which is 85% for the locally manufactured and 75% for the imported medicines.** No drug shall be accepted having expiry date of original shelf life less than 80% of locally manufactured and 70% of imported medicines. ***"Provided the shelf life up to 70% shall be acceptable without penalty and 60% with penalty in case of vaccines and other biotechnical products."***

9. **Warranty:** The drugs/medicines shall be accompanied by the necessary warranty on Form 2-A in accordance with the provision of the Drugs Act, 1976 / rules framed there under. DRAP Act, 2012.

10. **Payment**

A. The Payment shall be in Pak Rupees.

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

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

11. **Penalties/ Liquidated Damages**

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

installments, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for a period of two year. Onus of proof of innocence shall be on the supplier.

b. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 2% per month, 0.067% per day** of the cost of late delivered supply shall be imposed upon the Supplier.

12. **Arbitration and Resolution of Disputes:** In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Secretary Law, Justice & Human Right 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.

13. **OPERATIONAL GUIDELINES OF LOCAL PURCHASE**

- i. Local purchase contracts shall be entered through open competitive bidding as per Punjab Procurement Rule, 2014 (amended 2016).
- ii. The budget for day to day and bulk purchase shall be segregated as per applicable ratio and notified on the receipt of budget allocations.
- iii. The prequalification documents shall provide "Reference Trend List" to bidders for their estimation on the frequency and quantum of purchase of the concerned hospital. The Reference Trend List Shall have all the information regarding the name and quantity of the medicines purchased by the hospital during the previous financial year.
- iv. The same Purchase Committee responsible for bulk purchase of medicine shall process the Local Purchase tenders.
- v. A bid security that is 2% of estimate price hospital budget of local purchase shall be demanded from the bidders. Similarly, successful bidder shall submit 5% of total budget of local purchase as Performance Security.
- vi. Separate bids shall be called for the drugs manufactured by national firms, multinational firms. The bidder offering maximum discount on each category of medicines shall be contracted for the duration of one financial year.
- vii. The local purchase contract shall be non-transferable and no part of the contract could be sublet by the successful bidder without hospital approval.
- viii. The offered/quoted discounts on each category of medicine shall be based on maximum retail price of the medicine fixed by Drug Regulatory Authority Pakistan (formerly by Ministry of Health, Islamabad)
- ix. The local purchase contractor shall supply the ordered items on the same day. In case the contractor fails to supply the ordered items on the same day, the hospital shall purchase the same ordered medicine from the market on the risk and cost of the contractor.
- x. The concerned hospital shall chalk out clear mechanism for receiving local purchase indents, its scrutiny, sanctioning, and placement of order, receiving, defacing & issuance of medicines, record keeping and payment process. The MS of the hospital shall be responsible for having all these arrangements in place.
- xi. The supplied drugs shall be accompanied with warranty certificate as per the Drug Act, 1976/DRAP Act, 2012. Moreover, the contractor will be bound to provide the invoice of his source of purchase if any when required.
- xii. Tender record and register shall be maintained by the hospital.
- xiii. Local purchase of only those drugs should be done which are included in formularies and minimum level of doctor recommending the local purchase should be Senior Registrar, Assistant Professor, and Consultant & Senior Medical Officer/Senior Woman Medical Officer.

**QUALIFICATION OF BIDDERS**

- xiv. The bidders shall submit valid drug sales license issued on Form 9 by the licensing authority, documents establishing its financial soundness and an undertaking stating that the firm has never been blacklisted by the government along with the bid/offer.
- xv. The bidder shall have its registered pharmacy facility within the reach of hospital (maximum within 10 km radius). The convenience of the hospital shall be given the paramount importance for this determination.
- xvi. The bidders shall provide evidences regarding their arrangements of round the clock availability of drugs for the hospital as per the satisfaction of Purchase Committee.
- xvii. The bidder shall provide attested copy of valid drug license, National Identity Card and Income Tax Numbers etc.
- xviii. The bidder shall have the retail sale license and not the whole sale license. The bidder should have inventory of medicine as per the requirement of the hospital along with comprehensive storage facility of drugs.

**DELIVERY AND PAYMENT:**

- xix. Indent of drug and its receiving shall be made as per the described mechanisms of the hospital. A responsible hospital pharmacist usually send indent to the supplier.
  - xx. Drugs should be received, defaced and issued from store as per described mechanism of the hospital and must be entered into acknowledgement register.
  - xxi. The authorized pharmacist shall verify bills in comparison to entries in the register as per prescribed mechanism of the hospital.
  - xxii. In case ordered medicines are not supplied by the contractor on the same day risk purchase should be made from the security deposit of the contractor. In case on constant default the process of risk purchase should be repeated and tenders may be called for fresh competition.
  - xxiii. The contractor will submit bills on monthly basis for payment. The contractor will provide an authentic price list of the medicines if and when required for verification of bills.
  - xxiv. In case the contractor charges excess rates, the difference will be recovered from the contractor either from his bill or security. All applicable taxes shall be deducted as per prescribed rules.
  - xxv. Keeping in view the operational exigencies, the Executive Director shall have the authority to extend the local purchase contract up to three months to have fresh competition. The Executive Director shall also have the authority to rescind the contract without any notice or assigning any reason thereof.
  - xxvi. All decisions shall be made as per PPR rules, 2014 (amended 2016). /Govt. policy
14. **Governing Language:** The language of this Contract shall be in English.
15. **Applicable Law:** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

**16. Notices****Supplier's address for notice purpose**

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**Procuring Agency's address for notice  
Purposes shall be the;**

**Executive Director  
Rawalpindi Institute of Cardiology  
Rawalpindi**

**Note:** All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules 2014.

### FRAMEWORK CONTRACT FORM

**THIS FRAMEWORK CONTRACT** is made at -----on----- day of----- 2021, between the Executive Director, Rawalpindi Institute of Cardiology Rawalpindi (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 pharmacies/ Druggists / Chemists in Pakistan offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of **Local Purchase of Medicines / Disposable Items** ) at a discount rate \_\_\_\_\_% on retail price of all medicines / Disposable items for the year 2018-19 as per detail below.

**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. Prequalification documents
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 times the sum of any commission, gratification, bribe, finder’s fee or kickback given by [The Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary Law, Justice & Human Right 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 as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm.
13. In case of supply of substandard product the destruction cost will be borne by the firm i.e burning, Dumping, Incineration
14. The supplier shall ensure provision of all medicines/disposable items immediately to the end users as per demand on daily basis. In case of non supply of all medicines/ disposable items on the same day, Medical Superintendent concerned shall be authorized to purchase the same medicine/disposable items at the risk and cost of supplier without any notice.
15. No substitute medicines/items shall be accepted
16. Partial supply shall not be accepted.



17. Near / short expiry medicines shall not be accepted.
  18. All the medicines supplied shall be in accordance with provision of Drug Act 1976 and rules there under.
  19. Quality/quantity of medicines/items supplied will be checked by the hospital pharmacists and store officer/rep of Medical Superintendents.
  20. If the Medicines supplied are not according to the specification/demand the supply shall not be accepted. In case of dispute, the decision of Medical Superintendent shall be final and no appeal could be lodged against it in any court of law or other institution.
  21. Supplier shall ensure continuous / uninterrupted supply of medicines/items to the end users as per demand throughout the contract period on daily basis, 7 days a week and on all holidays.
  22. The supplier shall have to supply such quantity as ordered by Executive Director RIC Rawalpindi.
  23. The contractor shall provide free delivery of Medicines to consignee at the concerned hospital store.
  24. The supplier shall submit bills to the end users on monthly basis & shall give discount on retail price of medicine/items. In case of difference of price, extra money charged shall have to be refunded by the contractor. Payment will be made by the end users as per rules after completion of all codal formalities.
  25. Contractor shall be bound to provide warranty / invoice rate list of medicines/items supplied to the end users.
  26. Medicines shall be in proper packing and stamped **“LP MEDICINE NOT FOR SALE”**
  27. Retail price of medicine shall be clearly written on the packing.
  28. The supplier shall depute one dedicated person in RIC, Rawalpindi who will remain available in the hospital to collect orders for making prompt supply of medicines to the end users.
  29. In case of breach of terms & conditions of contract agreement security of the supplier shall be forfeited.
  30. This contract agreement shall remain valid till 30<sup>th</sup> June, 2022
- 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.

Medical Superintendent  
Rawalpindi Institute of Cardiology  
Rawalpindi

Signature of Owner of Firm-----  
Name -----

Designation-----  
CNIC#-----

**Witnessed By (Official):**

Signature \_\_\_\_\_  
CNIC# \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

**Witnessed By:**

Signature \_\_\_\_\_  
CNIC# \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

**BID FORM**

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

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

To: *Executive Director Rawalpindi Institute of Cardiology Rawalpindi (Procuring Agency)*

Having examined the Prequalification documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the following discount on retail price of all medicines / disposable items.

- i. Discount \_\_\_\_\_%.
- ii. In words. \_\_\_\_\_

.We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements, we shall furnish a Performance Guaranty/Security in the shape of Call Deposit (CDR) in the name of Executive Director, Rawalpindi Institute of Cardiology Rawalpindi equivalent **to 5%** of the total Contract

We agree to abide by this bid for a period of **06 months** 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 highest or any bid, Procuring Agency may receive.

Name of the bidder \_\_\_\_\_  
 Father, s Name \_\_\_\_\_  
 Address of bidder / Firm \_\_\_\_\_  
 NIC # \_\_\_\_\_  
 Designation. \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Stamp \_\_\_\_\_

**SCHEDULE OF REQUIREMENT FOR LOCAL PURCHASE OF MEDICINES / DRUGS**

The supplies shall be delivered within 24 hours (on daily basis) after the receipt of Purchase / Supply Order from Rawalpindi Institute of Cardiology Rawalpindi, as per following schedule of requirements:-

<b>MODE OF PENALTY</b>	<b>DELIVERY PERIOD</b>
<b>WITHOUT PENALTY</b>	Bidder shall have to supply such quantity of Medicines/Disposable Items to RIC Rawalpindi within 24 hours on receipt of orders/demand from concerned Medical Superintendent on free delivery basis to the hospital store.
<b>WITH PENALTY</b>	In case the contractor / supplier firm fails to adhere the delivery schedule then, its status will be considered blacklisted until and unless, the firm provides genuine reasons for delay in the supplies and it will be the discretion of the competent authority to accept the supplies. However, this acceptance will be subject to the imposition of the L.D. Charges at the uniform rate of 2% per month / 0.067% per day.

**SCHEDULE FOR LOCAL PURCHASE OF MEDICINES / DRUGS**

The demand send to the prequalified bidders for the supply of medicine & drugs will get the order that became lowest among the prequalified bidder.

Demand will be sent to bidders according to following categories

**Category**

**National Medicines**

**Multi National Medicines**

**Note:**

1. The supplier shall have to supply such quantity as ordered by Rawalpindi Institute of Cardiology, Rawalpindi. Partial supply will not be accepted
2. 4.5% tax will be applicable as already enforced by Government.
3. Firms will bid a discount beyond the set 6% threshold for the demanded brand of medicine / drugs. The quotation with minimum rate for the required brand and acceptable quality product shall be selected and invoice will be generated accordingly
4. In case of non supply of Medicine of within 24 hours Medical Superintendents shall be authorized to purchase the same at the risk and cost of Supplier without any notice after full filling all the codal formalities.