

BIDDING DOCUMENTS

(MEDICINES/SURGICAL & DISPOSABLES)

(TENDER YEAR 2019-20)

Ghurki Trust Teaching Hospital

Department of Pharmaceutical Services

Jallo Morr, Lahore

INVITATION FOR BIDS

For Medicines, Surgical & Disposables, Consumer & Nutraceutical items for the Tender Year 2019-20

1. Ghurki Trust Teaching Hospital, invites sealed bids from the original manufacturers / authorized distributors / suppliers, registered with income tax and sales tax departments and who are on active tax payers list of the Federal Board of Revenue for supply of (Medicines, Surgical & Disposables, Consumer items).
2. Bidding documents, containing detailed instructions, terms and conditions, etc. can be purchased from Department of Pharmaceutical Services, Ghurki Trust Teaching Hospital within 10 days from the date of advertisement during office timings (9:00am to 1:00 pm). Price of the tender form (non-refundable) is Rs. 4000/- (Medicines, Surgical & Disposables) & Rs. 2000/- (Consumer items & Nutraceutical). Single stage two envelopes procedure will be followed for bids opening.
3. The bids, prepared according to the instructions given in the bidding documents, must reach at Department of Pharmaceutical Services, Ghurki Trust Teaching Hospital on or before 10th November 2019 at 01:00pm. Late bids shall not be entertained. Bids will be opened on 14th November 2019 (Surgical & Disposables 09:30am, Consumer & Nutraceutical items at 2:30pm) & 12th November 2019 (Medicines 10:00am). This advertisement and bidding documents are also available on our website (www.ghurkitrust.org.pk)

Ghurki Trust Teaching Hospital reserves the right to accept / reject any or all bids without assigning any reason and this cannot be challenged in any court of law.

Department of Pharmaceutical Services
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Instruction to Bidder's (ITB)

Scope of Bid

Ghurki Trust Teaching Hospital, invites sealed bids from Registered & eligible Pharmaceutical Manufacturers/Authorized Distributors/Sole Agents for the purchase of medicines/surgical & disposables on Free Delivery to Consignee's End basis (DDP).

Eligible Bidders

- The bidder must be registered Tax Payer and must be on ATL of FBR at the time of opening of the bids.
- The bidder must possess valid drugs manufacturing license issued by DRAP (for manufacturer's) and valid drugs sale license & sole agency certificate (for importer's)
- This Invitation for Bids is open only to all original manufacturers, authorized distributors and sole agents of foreign principles in Pakistan for the year 2019-20 for supply of medicines/surgical & disposables provided in the generic list.
- The sole agent/importer must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof that they are the original Manufacturer of the required specifications of Goods.
- The bidder must have at least 3 years' experience in the market.

Mechanism to Blacklist the Default Bidder

- Indulgence in corruption and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.
- The following are the events which would lead to initiate Blacklisting / Debarment process;
 - i. Submission of false fabricated / forged documents for procurement in tender.
 - ii. Not attaining required quality of work.
 - iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
 - iv. Non execution of work as per terms & condition of contract.
 - v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the procurement process.
 - vi. Involvement in any sort of tender fixing.
 - vii. Persistent and intentional violation of important conditions of contract
 - viii. Non-adherence to quality specification despite being importunately pointed out.



PROCEDURE

- The following procedure will be followed:

Eligible Goods and Services

- All goods and related services to be supplied under the contract shall conform to the policies of the Ghurki Trust Teaching Hospital. All expenditures made under the contract shall be limited to such goods and services.
- For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, after sale service etc.

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 conduct or outcome of the bidding process.

Bidding for Selective Items

- A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the required generic list. A Bidder is also at a liberty to bid for all the items mentioned in the required generic list. However, Bidders cannot bid for partial quantities of an item mentioned in the required generic list.



THE BIDDING PROCEDURE

Applicable Bidding Procedure

“Single Stage – Two Envelopes bidding procedure” shall be employed.

Single Stage: Two Envelope Bidding Procedure

Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

- the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
- in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;
- the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- during the technical evaluation no amendments in the technical proposal shall be permitted;

- after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids (prequalified bids only).
- the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- the quality & cost method shall be used for final awarding of the contract;



THE BIDDING DOCUMENTS

Contents of the Bidding Documents

- The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
 - (a) Instructions to Bidders (ITB)
 - (b) General & Special Conditions of Contract
 - (c) Schedule of Requirement & Delivery Time
 - (d) Manufacturer's/Distributor's Authorization Letter
 - (e) Bid Form
 - (f) Bid Evaluation Criteria
 - (g) Format of Security
 - (h) Affidavit
 - (i) Technical Forms
 - (j) Financial Forms
 - (k) Technical Specifications
- The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only.
- The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents.
- Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

Clarification (s) on Bidding Documents

- A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency through email at the Procuring Agency's email address indicated in the ITB. The Procuring Agency shall respond through email to any request for clarification(s) of the bidding documents, which it receives no later than seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids.



PREPARATION OF BIDS Language of Bids

- All correspondence, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages.

Documents comprising the Bids

- The bid shall comprise the following components:
 - Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal);
 - 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;
 - Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents; and
 - Bid Security, if any furnished in accordance with instruction to bidders.
- The Bidder shall complete the BID FORM and an appropriate PRICE SCHEDULE furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

Bid Price

- The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the pack size, trade price, MRP and offered pack price of each quoted product it proposes to supply on free delivery to the consignee end under the Contract.
- Form prescribed for quoting of prices 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.
- The Bidder should quote the prices of goods according to the technical specifications. The technical specifications of goods, different from the required specifications, shall straightway be rejected.
- The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage charges till the destination (on free delivery to Consignee's end basis). 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 taxes and duties shall be passed on to the Procuring Agency.

- The rates quoted by the bidder should not be in any case more than the trade prices fixed by the DRAP.
- While making a price quote, 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.

Bid Currencies

- Prices shall be quoted in Pak Rupees on free delivery to consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.

Samples

- The bidder must produce along with technical proposal, Minimum One (01) sample for medicines (Commercial pack) while Two (02) samples for surgical & disposables of quoted product(s) while according to the strength and packing of demand of Tender Serial # .No technical proposal / bid shall be considered in absence of samples. However, samples of cold chain (perishable) goods will be called later at the time of technical evaluation of bids.
- The representative sample(s) must be from the most recent stocks, supported by valid warranty as per Drugs Act 1976.

Documentation on Eligibility of Bidders

- 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 Procurement Unit's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB.
- The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
 - (a) The Sole Agent / Importer shall have to produce letter of authorization from Manufacturer (Foreign Principal) and in case of Manufacturer, documentary proof including drug manufacturing license / registration certificate, to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
 - (b) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
 - (c) The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (d) The bidder should have minimum **three years' experience in the market while the quoted product must have minimum one year experience in the market.**
 - (e) The bidder is required to provide with the Technical Proposal, the name of

item(s) for which they have quoted their rates in the Financial Proposals.

- (f) The bidder must indicate the registration number, make of country of origin / Manufacturer of the drugs, capacity of production of the firm, its financial status, , necessary assurance of quality production, GMP / cGMP, and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants

Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.

Bid Security

- The Bidder shall furnish, as part of its bid, a Bid Security of Rs. 50,000/- which should be attached with the Technical Proposal. Unsuccessful bidder's Bid Security shall be discharged or returned soon after completion of the tender process.
- The bid Security may be forfeited:
 - (a) If a Bidder withdraws its bid during the period of bid validity; or
 - (b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security (if any)

Bid Validity

- Bids shall remain valid for the period of 120 days 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.
- 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.

Format and Signing of Bids

- The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.
- The original bid shall be computer typed. All documents should contain proper 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.
- Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.



SUBMISSION OF BIDS

Sealing and Marking of Bids.

- The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/bids in separate envelopes. The envelopes shall then be sealed in an outer envelope marked with “**GTTH Tender 2019-20**”.
- The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as “non- responsive” or “late”.
- If the outer as well as inner envelope is not properly sealed and marked as mentioned above, in that case the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

Deadline for Submission of Bids

- All bids should be submitted in tape binding. Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the ITB. **Bids received later than the time and date specified in the ITB will stand summarily rejected.**
- The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids, 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.

Late Bids

- Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB shall be rejected and returned unopened to the Bidder.

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 period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid

during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB.



OPENING AND EVALUATION OF BIDS

Opening of Bids by the Procuring Agency

- All bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives, who chose to attend the bid opening, on the date, time and venue prescribed by the procuring agency.
- All Bidders in attendance shall sign an attendance sheet.
- The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items quoted for and unit prices and total amount of the Bid (if applicable).
- The Procuring Agency shall have the minutes of the Bid opening (Technical and when applicable Financial) recorded.
- No bid shall be rejected at Technical Proposal/Bid opening, except for late bids, which shall be returned unopened to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).
- The Technical Bids found without Bid Security shall not be announced to the Bidders.

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.

Preliminary Examination

- 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.
- In the Financial Bids, the arithmetical errors shall be rectified on the following basis.
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and pack size, the unit price shall prevail, and the total price shall be corrected.

- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- 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.
- Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best 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.
- 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.

Evaluation & Comparison of Bids

- The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB.
- All bids shall be evaluated in accordance with the Quality & Cost Based Evaluation Criteria and other terms and conditions set forth in these bidding documents.
- 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.
- For the purposes of determining the best evaluated bid, facts other than price such as previous performances, previous Drugs Testing Laboratory, test / analysis reports, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration.

Qualification of Bidder

- The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacity may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified.
- Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.
- The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/production capacity/warehousing system/practices by a team of experts for assessment, if it deems necessary.

- An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

Rejection of Bids

- The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with Ghurki Trust Teaching Hospital Rules & Policies. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

Announcement of Evaluation Report

- The Procuring Agency shall announce the results of the bid evaluation in form of a report, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

Contacting the Procuring Agency.

- Subject to ITB Clauses, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a 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 bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.



AWARD OF CONTRACT

Acceptance of Bid and Award Criteria

- The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria and having the best evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.
- Financial bids of all brands securing minimum qualifying marks in Technical Evaluation shall be opened.
- Only 3 (Three) qualifying brands against each generic shall be selected for award of contract.

Procuring Agency's Right to vary quantities at the time of Award

The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions.

Notification of Award

- Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.
- The Department will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Security. After receipt of Performance Security, the Department will sign the Contract after fulfillment of all prescribed legal & codal formalities.

Limitation on Negotiations

- Procuring Agency will negotiate with 3 (three) qualifying bidders only. The revised quotation has to be submitted within 7 days of negotiation meeting.

Performance Guarantee & Period of Contract

- Before signing of Contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency.
- Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.
- The period of contract will be 12 months further extendable to 3 months.

Price Reasonability

- The prices quoted shall not be more than the Trade Prices as per MRP (Maximum Retail Price) fixed by the Federal Government under Drugs Act, 1976/DRAP Act, 2012.

Drug Act/ DRAP Compliance

- All supplies will comply with the provision of Drugs Act, 1976/DRAP Act, 2012/Punjab Drugs (Amendments) Ordinance 2015 and rules framed there under.

Expiry & Intimation Requirements

- Near expiry intimation will be send to bidders on official signed letter head by procuring agency for next 6 month time period.
- The bidder should either replace or reimburse the amount before the expiry of this stock.

Schedule of Requirements:

The supplies shall be delivered in accordance with the Monthly Purchase Orders issued by Department of Pharmaceutical services, GTTH, as per following schedule of requirements: -

In case of free delivery to Consignee's end (DDP) basis:

Mode of Penalty	Delivery of 100% Quantity as per Purchase Order	Total delivery period
Without penalty	10 days or earlier	10 days
Grace time without penalty	5 days	15 days
With penalty @ 0.067 % per day	After 15 (Fifteen) days and decided by concerned Consignee on the formal request of supplier with Proper justification.	

NOTE: -

1. The bidder shall provide samples of the quoted packs of each quoted item along with its bid in quantity mentioned by the procuring agency.
2. For thermolabile drugs for which storage temperature is 2-8 degree centigrade. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermolog data from factory to Consignee's end

GHURKI TRUST TEACHING HOSPITAL
DEPARTMENT OF PHARMACEUTICAL SERVICES
PROCUREMENT UNIT
TECHNICAL EVALUATION CRITERIA (2019-2020)

Annexure 10:

A. TECHNICAL EVALUATION FOR MEDICINES

1. Technical Evaluation Criteria for Manufacturer

Sr #	Description	Category Points	Grand Total
1.	Valid Drug Manufacturing License		Max 10
2.	Satisfactory Reports of Federal Drug Inspector for last- three year of the Manufacturer		Max 10
	I. 3 years	10	
	II. 2 years	6	
	III. 1 year	3	
3.	Credibility & certification of manufacturer		Max 10
	I. Valid ISO 9001 and any other reputed International Certification	4	
	II. CGMP Certification	3	
	III. Prequalification with Govt/ Semi Govt/ Autonomous Institutions	3	
4.	Quality Control Tests Reports		Max 10
	(Certificate of analysis of last batch of quoted products)	10	
5.	Detail of Technical Staff of the Manufacturer		Max 10
	I. Plant Manager	B.Pharm/Pharm-D PhD/MPhil	02
	II. Production pharmacist	B.Pharm/Pharm-D PhD/MPhil	02
	III. Quality Control Manager + Analyst	B.Pharm/Pharm-D MSc Chemistry	02
	IV. In process Quality Assurance inspector	B.Pharm/Pharm-D PhD/MPhil	02
	V. Quality Assurance Manager	B.Pharm/Pharm-D MSc Chemistry	02
6.	Financial Position		Max 20
	I. Income Tax return/any other proof of Income Tax paid for last one years.	10	
	II. Financial Bank Authenticated Certificate up to 10 million.	5	
	III. Financial Bank Authenticated Certificate up to 20 million.	10	
7.	Export of any of the Quoted Product Attach documentary support i.e. bill of lading or letter of credit or any other document instead of just giving details on company's letter head only		Max 10

8.	GRAND TOTAL		80
	Qualifying Marks = 65%		

2. Technical Evaluation Criteria for Medicines

Sr #	Description	Category Points	Grand Total
1.	Length of registration of quoted products from Ministry of Health / DRAP		Max 10
	1 – 10 years (1 mark for each year)	1-10	
2.	Undertaking regarding Non-Declaration of any spurious batch by DTLs/ DRAP/ any competent Lab of quoted item within last two years (Provide Undertaking on Judicial paper)	Undertaking on Judicial paper If yes: 00 If No: 10	Max 10
3.	If the quoted product is not recalled in last 5 years (Provide Undertaking on Judicial paper)	Undertaking on Judicial paper If yes: 05 If No: 00	Max 05
4.	Detail of supply in public/private organizations (last one year)		Max 15
	Public organizations.		
	I. 1 – 5	4	
	II. More than Five.	08	
	Private organizations.		
	I. 1 – 5	4	
II. More than Five.	07		
5.	Market availability of the quoted item at Head Office of Leading Chain Pharmacies for last one year (Fazal Din, Servaid, Clinix and Green Plus etc.)		Max 10
	I. Availability of quoted item at two Pharmacies	05	
	II. Availability of quoted item at Four or more than four Pharmacies	10	
6.	Remarks by Pharmacy & Therapeutic committee Members (Clinicians / Surgeons)	Satisfactory / Unsatisfactory	Max 10
7.	Bio Equivalence Study of Product		Max 10
	Availability of Bio Equivalence Study	10	
8.	Source of Raw Material (Attach Certificate)		Max 10
	I. Original / Research manufacturing source	10	

	II. European / USA FDA Approved Source	8	
	III. India / China FDA Approved Source	6	
	IV. Others	4	
9.	GRAND TOTAL		80
	Qualifying Marks = 65%		

3. Technical Evaluation Criteria for Sole Agents/Bidder/Supplier/Distributor

Sr #	Description	Category Points	Grand Total
1.	Bidder & Manufacturer Relationship		Max 10
	Sole Agent Certification from Manufacture		
	I. Less than one year will be ineligible		
	II. 1-3 year	05	
	III. 4 & Above	10	
2.	Local Market Business		Max 20
	How many years the quoted products are being marketed in Pakistan?		
	I. Less than one year will be ineligible		
	II. 1-3 year	6	
	III. 4-6 year	12	
	IV. 7 & Above	20	
3.	Compliance of the quality standards		Max 10
	I. Valid ISO 9001 / FDA / WHO approved	10	
	II. Others	05	
4.	Financial Position		Max 20
	I. Income Tax return/any other proof of Income Tax paid for last one years.	10	
	II. Financial Bank Authenticated Certificate up to 10 million.	05	
	III. Financial Bank Authenticated Certificate up to 20 million.	10	
5.	Past Performance with GTTH (Last 3 Years)		Max 20
	Execution of supply order in stated time	20	
	Execution of supply order after stated time (Corrective action in case of late delivery of stock within 15 days or after 15 days)	5 + 5 / 0	
6.	GRAND TOTAL		80
	Qualifying Marks = 65%		

B. TECHNICAL EVALUATION FOR SURGICAL ITEMS / MEDICAL DEVICES

1.	Product Registration certificate by DRAP / MOH
2.	In case of imported syringes and disposables, the product must be available in the country of origin and provide Sole Agency Agreement with foreign manufacturer duly attested by the concerned Pakistan Embassy / High Commission. (Free Sale Certificate)
3.	Certifications:
	(i) ISO 13485, ISO 9001 (ii) CGMP Certificate (last one year). (iii) Valid quality certification of FDA/JpMHLW/WHO/EU MDD/EMA

1.	Physical report	Max 20
	I. Quality of Printing, Packing / Packaging & Labeling Material	10
	II. Raw Material used is of Medical Grade attach proof/under taking.	10
2.	Product usage remarks by Pharmacy & Therapeutic Committee Members (Clinicians / Surgeons) Satisfactory / unsatisfactory	Max 10
3.	Sterility Testing Report (QC or DTL)	Max 10
4.	Financial position/status	Max 10
	I. Income Tax Return/any other Proof of Income Tax paid for last one year.	4
	II. Financial Bank Authenticated Certificate up to 10 million.	3
	III. Financial Bank Authenticated Certificate up to 20 million.	6
5.	Detail of supply in public/private organizations (last one year)	Max 10
	Public organizations	
	1 – 5	3
	More than Five.	5
	Private organizations	
	1 – 5	3
	More than Five.	5
6.	GRAND TOTAL	60
	Qualifying Marks = 65%	

BID COVER SHEET

Date-----

Name of the Supplier/Firm Contractor: -----

Firm's Ranking (IMS) _____ (attach certificate)

Address:-----

E-mail: _____

Phone: _____

Bid for:

Selected Items from the Schedule of Requirements.

<i>Sr. #</i>	<i>Generic Name</i>	<i>Brand name</i>	<i>Drug Registration Number (attach certificate)</i>	<i>Specifications (Dosage form, Strength, Pack Size etc)</i>	<i>Product Ranking Number (IMS) (attach certificate)</i>	<i>Name of API manufacturer & country of origin</i>

Signed:

Dated:

Official Stamp

BID FORM 1

AFFIDAVIT

(Judicial Stamp paper Rs.100/-)

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) Undertaking regarding Non-Declaration of any spurious batch by DTLs/ DRAP/ any competent Lab of quoted item within last two years. Also the quoted products are not being recalled in last 5 years.
- 4) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clauses of the ITB.
- 5) The undersigned are also eligible Bidders within the meaning of Clauses ITB.
- 6) The undersigned are solvent and competent to undertake the subject Contract under the Laws of Pakistan.
- 7) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 8) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 9) That the prices offered are not more than trade price.
- 10) I/We, further undertake that I/we will ready to pay the standard charges of testing samples by DTLs Punjab. (If required by Procuring Agency)
- 11) I/we further under take to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery. (If required by Procuring Agency)

I/We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed:

In the capacity of [*insert: title or position*]

Duly authorized to sign this bid/affidavit for and on behalf of [*insert: name of Bidder*]

BID FORM 2

MANUFACTURER'S SOLE AUTHORIZATION¹

To: *[Name & Address of the Procuring Agency]*

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 solely authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids *[Advertisement date of the Invitation for Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clauses of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature:-----.

Designation:-----

Official Stamp:-----

¹ 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.

BID FORM 3

Financial Proposal

User Note: This form is to be filled in by the Bidder for single quoted item/product and shall submit with Financial Proposal. If intended to quote for more than one item/product, a separate row should be Inserted for each item/product intended to quote for.

Name of the Firm:

Sr No.	Generic Name	Brand Name	Dosage Form	Strength	Pack Size	Trade Price	MRP	Offer Price (Inclusive of all taxes)
Total Quoted Items:								

Signature:

Designation:

Date:

Official Stamp:

² If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

BID FORM 4

Performance Guarantee

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Number]* dated *[date]* 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 **50,000/- (Fifty Thousand Rupees)** as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the _____ day of _____, 202 ____

Signature and Seal of the Guarantors/ Bank

Address Date

Annex. A

General Term & Conditions of Contract

1. Items to be Supplied & Agreed Unit Cost:

- (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder.
- (ii) Each Items supplied shall strictly conform to the Schedule of Requirements and to the Technical Specification prescribed by the Purchaser against each item.
- (iii) The Unit Cost agreed in the Price Schedule, is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

2. Payments: The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items 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. The lawful payment to the firm shall be made within 30 days after receipt of the standard quality test/analysis report by the concerned Drug Testing Laboratory and satisfactory inspection report by the Inspection Committee.

3. Mode of Payment: All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]

4. Payment Schedule: All payments to the Supplier shall be made in accordance with the agreed Payment Schedule, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule.

5. Performance Guarantee/Security:

- (i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security of Rs 50,000 (fifty Thousand Rupees) having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.
- (ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee/Security in accordance with sub-clause (i) above.
- (iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract.

6. Penalties/ Liquidated Damages

- (i) Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- (ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.
- (iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of Performance Guaranty/Security shall be forfeited and the firm shall be blacklisted minimum for two years for future participation.

(iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase order.

(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and after issuance of subsequent purchase order by the consignee, **a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier**

Annex. B

Special Conditions of the Contract

a). Labeling and Packing

- i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.
- ii. 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 principal 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 strip / blister pack (one side aluminum and other side PVC/PVD). Expiry date must be printed on each strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps.
- iii. The quality of packing material, its labelling, packing structure and printing will be same as that of their commercial supply.

c) Additional instructions for packing

- i. The following wording/insignia shall be printed in bold letters both in Urdu & English in indelible red color ink on each carton, pack, bottle, strip / blister, tubes, vial / ampoule etc. In combo Packs the sterilized water for injection / solvent shall bear the wording/insignia on the vial/ampoules etc.

“FOR GHURKI HOSPITAL ONLY”

- ii. The wording/insignia could be different for the drugs/medicines of different programs mentioned in the bidding documents that will be conveyed to the firm in writing with Purchase Order.

d). Shelf life

- i. The shelf life must be up to **90% for the locally manufactured drugs** and **75% for the imported drugs**.
- ii. The lower limit of the shelf life must be up to **80% and 70% with imposition of 1% penalty** charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.
- iii. In case of *vaccines & other biotechnical products*, the stores with the **shelf life up to 80%** will be accepted without penalty charges and **up to 70%** with imposition of **1% penalty** charges of actual shortfall in shelf life below prescribed limit”

e). Testing/Verification Procedures (If Required by Procuring Agency)

- i. The firm will provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery which will be sent to the concerned DTL along with collected sample for testing.
- ii. After delivery of drugs and medicines at the Purchaser's premises, the Purchaser shall send the samples from **all batches of each consignment** of the supplied store to the Drugs Testing Laboratory, Punjab, for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods after receipt of standard quality report of each batch of supplied store issued by DTL concerned under Drugs Act 1976/DRAP Act 2012/Punjab Drugs (Amendments) Ordinance 2015 & rules framed thereunder. **The cost of the lab tests** shall be borne by the Supplier which may be deducted from its final bill or deposited in the Government treasury (National Bank of Pakistan or State Bank of Pakistan).
- iii. In case of **Adverse/failure** report of any batch, the Supplier has the right to go for appellate laboratory. If it is again declared substandard, the Supplier will be intimated and they will be bound to re-supply the **entire fresh stock** of that batch **free of cost** within the reasonable time period to be intimated by the purchaser but not later than **21 days (three weeks)** from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory Authority for **legal action** as per Drugs Act 1976/DRAP Act 2012/Punjab Drugs (Amendments) Ordinance 2015 and **disposal of substandard stocks**.
- iv. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

f) Transportation/Delivery Requirements

- i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.
- iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.

g) Expiry & Intimation Requirements:

- i. Near expiry intimation will be send to bidders on official signed letter head by procuring agency In advance for next 6 month time period.
- ii. The bidder should either replace or reimburse the amount before the expiry of this stock.

Annex. C

Payment Schedule

- 100% Payment to the Suppliers will be made by the concerned Accounts Department of respective Ghurki Trust Teaching Hospital;
 - A)** against satisfactory performance and upon submission of required documents (standard quality test/analysis report from concerned DTL and satisfactory inspection report from Inspection committee) and in accordance with the procedure mentioned in bidding document.
 - B)** on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.

- Partial Supply is allowed but partial payment is not allowed. The Payment will only be made after the receipt of complete supply within due time.

- (However, if there is any alternate payment schedule, agreed by the both Purchaser and Supplier, than it can be follow

