

# **BIDDING DOCUMENT**

## **FRAMEWORK CONTRACT**

**GENERAL STORE ITEMS FOR THE YEAR 2023-24 AT THQ HOSPITAL  
BUREWALA**

**Tender 05/2023: GENERAL STORE ITEMS**

**Package 1: Procurement Of General Store Items**

**Package 2: Procurement Of Laundry Items**

**Package 3: Procurement Of Disposable Items**

**Package 4: Procurement Of Rolls & Chemical Disinfectants**

**Package 5: Procurement Of Surgical Items**

## Tender Notice

The selected tenders are invited from well reputed firms/companies by THQ hospital Burewala for the procurement of Financial Year 2023-24 under the "Punjab Procurement Rules 2014". The detail of tenders is as under:-

Tender no	Details	Tender fee	Tender opening date
03/2023	Procurement of Local purchase of Medicine(Day-Day, Bulk, SSP medicine)	1000	06.06.2023
04/2023	Procurement of local purchase of social welfare Medicine.	1000	06.06.2023
05/2023	Procurement of general store items(5 packages)	1000	06.06.2023
06/2023	Procurement of Printing & stationary items	1000	06.06.2023
07/2023	Procurement of Lab chemicals	1000	06.06.2023
08/2023	Procurement of dental items	1000	06.06.2023
09/2023	Procurement of linen items	1000	06.06.2023
10/2023	Procurement of X ray Films	1000	06.06.2023
11/2023	Procurement of Bio Medical Gases	1000	06.06.2023
12/2023	Repair of Equipment	1000	06.06.2023
13/2023	Outsourcing of pathological & radiological services for Sehat Sahulat Programme( Sehat Card)	1000	06.06.2023
14/2023	Procurement of Ortho implants for SSP patients (sehat card)	1000	06.06.2023

The THQ hospital Burewala now invites sealed bids from eligible bidders, Manufacturers, authorized Sales & Service Dealers for the supply of above mentioned items.

- Bidding shall be conducted through Open Competitive Bidding (**Single Stage-Two Envelope**) procedures specified in the Punjab Procurement Rules PPRA 2014 (amended Jan 2016), and is open to all eligible bidders as defined in the bidding document.
- Interested eligible bidders may obtain bidding documents and further information from the office of **procurement officer** THQ hospital, Burewala, on submission of written application along with payment of non-refundable fee of RS. 1000/- (one thousand Only). Bidding documents are available **till the date of opening** from office of Procurement Officer, THQ Hospital, Burewala.
- Bidding documents are also available on Punjab Procurement Regulatory Authority website ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) and on website of THQ Hospital Burewala ([www.thqburewala.com.pk](http://www.thqburewala.com.pk)) until the closing date for the submission of bids.
- Sealed Bids must be delivered to the above office **on or before 11:00 a.m. on the date of opening and** must be accompanied by a **Bid Security** in the form of CDR, Pay Order, Demand Draft, or Banker's Cheque from a Scheduled Bank of Pakistan.
- Bids will be opened in the presence of bidders' representatives who choose to attend at **11:30 am on the same date** in the Office of The **Medical Superintendent THQ Hospital Burewala** on the closing date.
- Taxes will be deducted as per applicable government rules and NTN certificate/verification must be provided. GST will be applicable on all DHQ & THQ Hospitals.
- For obtaining any further information or clarifications, please contact at the following.

**MEDICAL SUPRINTENDENT  
THQ HOSPITAL BUREWALA.**  
Government of Punjab  
Tel: 067-9200147  
067-9200204(Ext:111)

**PART 1  
INSTRUCTION TO BIDDERS  
INTRODUCTION**

<b>1. Source of Funds</b>	1.1 The Procuring Agency named, THQ Hospital Burewala has received budget from the Government of Punjab. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids/Tender Notice is issued.
<b>2. Eligible Bidders</b>	<p>2.1 This Invitation for Bids is open to all Manufacturer, distributor, suppliers, except as provided hereinafter.</p> <p>2.2 Bidders should not be associated, or have been associated in the with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</p> <p>2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.</p> <p>2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).</p>
<b>3. Eligible Goods and Services</b>	<p>3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries must defined and all expenditures made under the contract will be limited to such goods and services.</p> <p>3.2 For purposes of this clause 3, “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 when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of goods and services is distinct from the nationality of the Bidder.</p>
<b>4. Cost of Bidding</b>	4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**BIDDING DOCUMENTS**

<b>5. Content of Bidding Documents</b>	<p>5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none"> <li>(a) Invitation to Bid/ Tender Notice</li> <li>(b) Instructions to Bidders</li> <li>(c) Bid Data Sheet/Form of bid</li> <li>(e) Clarification of bids</li> <li>(f) Schedule of Requirements</li> <li>(g) Bid Submission Form</li> <li>(h) Bid Evaluation Criteria</li> <li>(j) Delivery Schedules</li> <li>(k) Bidding Forms</li> </ul>
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	<p>(L) Form of Contract  (M) Price Schedules/ Financial Bid Format  (N) Format of securities (Performance &amp; bid Security)  (O) General Conditions of Contract (GCC)  (P) Special Conditions of Contract (SCC)  (Q) Specification, list, Quantity of goods/Items</p> <p>5.2 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 will be at the Bidder's risk and may result in the rejection of its bid.</p>
<b>6. Clarification of Bidding Documents</b>	<p>6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's address indicated in serial 23.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.</p>
<b>7. Amendment of Bidding Documents</b>	<p>7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.</p> <p>7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.</p> <p>7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.</p>

#### PREPARATION OF BIDS

<b>8. Language of Bid</b>	<p>8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet 35.5. Supporting documents and printed literature furnished by the Bidder may be in same language.</p>
<b>9. Documents Comprising the Bid</b>	<p>9.1 The bid prepared by the Bidder shall comprise the following components:</p> <p>(a) a Bid Form and a Price Schedule completed in accordance with serial 10, 11, and 12.</p> <p>(b) documentary evidence established in accordance with serial 35.9 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted</p> <p>(c) bid security furnished in accordance with serial 35.10.</p>
<b>10. Bid Form</b>	<p>10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.</p>
<b>11. Bid Prices</b>	<p>11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.</p> <p>11.2 Prices indicated on the Price Schedule shall be <b>delivered duty paid (DDP) prices</b>.</p> <p>11.3 The Bidder's separation of price components in accordance with serial</p>

	<p>11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.</p> <p>11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an <b>adjustable price quotation</b> will be treated as nonresponsive and will be rejected.</p>
<b>12. Bid Currencies</b>	12.1 Prices shall be quoted in <b>Pak Rupees</b> unless otherwise specified in the Bidding documents mention below in serial 36.
<b>13. Documents Establishing Bidder's Eligibility and Qualification</b>	Not applicable
<b>14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</b>	<p>14.1 The Bidder shall furnish, 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.</p> <p>14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a <b>certificate of origin</b> issued at the time of shipment.</p> <p>14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> <li>(a) a detailed description of the essential technical and performance characteristics of the goods;</li> <li>(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and</li> <li>(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating <b>substantial responsiveness</b> of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</li> </ul> <p>14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
<b>15. Bid Security</b>	<p>15.1 Pursuant to serial 35.10, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.</p> <p>15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.</p> <p>If any bidder did not participate in all items of the package, he will be treated as technically non responsive. So it is mandatory to participate in all items of the package. The bidders are required to bid as a whole package.</p>

	<p>15.3 The bid security shall be in Pak. Rupees and shall be in the following form: Bank call-deposit (CDR) valid for thirty (30) days beyond the validity of bid.</p> <p>15.4 Any bid not secured in accordance with serial 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive.</p> <p>15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity.</p> <p>15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, furnishing the performance security.</p> <p>15.7 The bid security may be forfeited:</p> <ul style="list-style-type: none"> <li>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</li> <li>(b) in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> <li>(i) to sign the contract in accordance with serial 31.</li> <li>(ii) to furnish performance security in accordance with serial 32.</li> </ul> </li> </ul>
<p><b>16. Period of Validity of Bids</b></p>	<p>16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p> <p>16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.</p> <p>16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.</p>
<p><b>17. Format and Signing of Bid</b></p>	<p>17.1 The Bidder shall prepare an original bid, clearly marking "ORIGINAL BID, Company name, package detail".</p> <p>17.2 The original bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p> <p>17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.</p>

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<b>10. Bid Form</b>	10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.
<b>11. Bid Prices</b>	<p>11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.</p> <p>11.2 Prices indicated on the Price Schedule shall be <b>delivered duty paid (DDP) prices</b>.</p> <p>11.3 The Bidder's separation of price components in accordance with serial 11.2 above will be solely for the purpose of facilitating the comparison</p>



	<p>of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.</p> <p>11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an <b>adjustable price quotation</b> will be treated as nonresponsive and will be rejected.</p>
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<b>13. Documents Establishing Bidder's Eligibility and Qualification</b>	Not applicable
<b>14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</b>	<p>14.1 The Bidder shall furnish, 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.</p> <p>14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a <b>certificate of origin</b> issued at the time of shipment.</p> <p>14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> <li>(a) a detailed description of the essential technical and performance characteristics of the goods;</li> <li>(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and</li> <li>(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating <b>substantial responsiveness</b> of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</li> </ul> <p>14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
<b>15. Bid Security</b>	<p>15.1 Pursuant to serial 35.10, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.</p> <p>15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture. If any bidder did not participate in all items of the package, he will be treated as technically non responsive. So it is mandatory to participate in all items of the package. The bidders are required to bid as a whole package.</p> <p>15.3 The bid security shall be in Pak. Rupees and shall be in the following</p>

	<p>form: Bank call-deposit (CDR) valid for thirty (30) days beyond the validity of bid.</p> <p>15.4 Any bid not secured in accordance with serial 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive.</p> <p>15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity.</p> <p>15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, furnishing the performance security.</p> <p>15.7 The bid security may be forfeited:</p> <ul style="list-style-type: none"> <li>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</li> <li>(b) in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> <li>(i) to sign the contract in accordance with serial 31.</li> <li>(ii) to furnish performance security in accordance with serial 32.</li> </ul> </li> </ul>
<p><b>16. Period of Validity of Bids</b></p>	<p>16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p> <p>16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.</p> <p>16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.</p>
<p><b>17. Format and Signing of Bid</b></p>	<p>17.1 The Bidder shall prepare an original bid, clearly marking "ORIGINAL BID, Company name, package detail".</p> <p>17.2 The original bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p> <p>17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.</p>

## SUBMISSION OF BIDS

<p><b>18. Sealing and Marking of Bids</b></p>	<p>18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.</p> <p>18.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and</li> <li>(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.</li> </ul> <p>18.3 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 “late”.</p> <p>18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.</p>
<p><b>19. Deadline for Submission of Bids</b></p>	<p>19.1 Bids must be received by the Purchaser at THQ Hospital Burewala no later than the time and date specified in the Bid Data Sheet.</p> <p>19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
<p><b>20. Late Bids</b></p>	<p>20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.</p>
<p><b>21. Modification and Withdrawal of Bids</b></p>	<p>21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.</p> <p>21.2 The Bidder’s modification or withdrawal notice shall be prepared,</p>

	<p>sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.</p> <p>21.3 No bid may be modified after the deadline for submission of bids.</p> <p>21.4 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 by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.</p>
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## OPENING AND EVALUATION OF BIDS

<p><b>22. Opening of Bids by the Purchaser</b></p>	<p>22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.</p> <p>22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.</p> <p>22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.</p> <p>22.4 The Purchaser will prepare minutes of the bid opening.</p>
<p><b>23. Clarification of Bids</b></p>	<p>23.1 During evaluation of the bids, the Purchaser 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.</p>
<p><b>24. Preliminary</b></p>	<p>24.1 The Purchaser will examine the bids to determine whether they are</p>

<p><b>Examination</b></p>	<p>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.</p> <p>24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>24.3 The Purchaser 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.</p> <p>24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, <b>such as</b> those concerning <b>Bid Security</b> (ITB Clause 15), <b>Applicable Law</b> (GCC Clause 30), and <b>Taxes and Duties</b> (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
<p><b>25. Qualification &amp; Evaluation of Bids</b></p>	<p>25.1 In the absence of <b>prequalification</b>, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.</p> <p>25.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.</p>

	<p>25.3 The Purchaser will <b>technically evaluate</b> and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per Technical Specifications required.</p> <p>25.4 The Purchaser's <b>financial evaluation</b> of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.</p>
<p><b>26. Contacting the Purchaser</b></p>	<p>26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.</p>

## Part-I

### Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB

<b>Introduction</b>	
<b>ITB 1.1</b>	Name of Procuring Agency: THQ hospital, Burewala. Government of the Punjab
<b>ITB 1.1</b>	Name of Project: <b>Tender 05/2023: GENERAL STORE ITEMS</b> <b>Package 1: Procurement Of General Store Items</b> <b>Package 2: Procurement Of Laundry Items</b> <b>Package 3: Procurement Of Disposable Items</b> <b>Package 4: Procurement Of Rolls &amp; Chemical Disinfectants</b> <b>Package 5: Procurement Of Surgical Items</b>
<b>ITB 4.1</b>	Name of Purchaser: Procuring Agency THQ hospital, Burewala.
<b>ITB 6.1</b>	For clarification purposes, the Employer's address is:  Stadium road, THQ hospital Burewala.  Requests for clarification shall be received by the Employer no Later than 28 <sup>TH</sup> May , 2023
<b>ITB 8.1</b>	Language of the bid – English
<b>Bid Price and Currency</b>	
	The price quoted shall be Delivered Duty Paid at the following locations in accordance with the Schedule of Requirements including the delivery charges: Burewala city, District Vehari (Punjab)
	The price shall be in Pak Rupees and shall be fixed.

## Preparation and Submission of Bids

**ITB 13.2**

- a. Certificate of Incorporation of bidder's firm showing its location and the date of registration etc.
- b. NTN Registration Certificate

**ITB 13.3 (d)**

**Qualification requirements.** In addition to ITB 13.1, ITB 13.2, the potential bidder must also fulfill the following:-

- a) Company profile showing details of firm.
- b) Income tax return of last One year (Year 2021-2022)
- c) **Authority Letter** from the Bidder Company authorizing the relevant person to represent the company.
- d) If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and a valid authorized dealership certificate from the respective Manufacturer, all such bids will be rejected as nonresponsive.

**ITB 14.3 (b)**

A certificate from the dealer that the quality of the supplied goods is among the best. And in case of any issue, company will replace the product within a week.

**ITB 15.1**

**Amount of Bid Security:**

Package no	Item	Bid Security
1	General store	30,000
2	Laundry items	20,000
3	Disposable items	30,000
4	Rolls & chemical disinfectants	30,000
5	Surgical instruments	15000

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of medical superintendent THQ hospital, Burewala, **Primary & Secondary**



	<b>Healthcare Department</b> having its <b>validity 90 days from the date of opening of bid.</b>
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<b>ITB 16.1</b>	<b>Bid Validity Period: 120 days</b> after the date of opening of bid.
<b>ITB 17.1</b>	<b>Number of Copies: Original</b> along with <b>one Copy</b> of the bid. Bids must be accompanied by unit price and total price.
<b>ITB 18.2 (a)</b>	<b>Address for Bid Submission:</b>  Tehsil headquarter hospital, Stadium road, Burewala.
<b>ITB 19.1</b>	Deadline for <b>Bid Submission: 06<sup>th</sup> June 2023 11:00 a.m</b>
<b>ITB 22.1</b>	<b>Time, Date, and Place for Bid Opening:</b>  <b>On 6<sup>th</sup> June 2023 at 11:30 a.m. at THQ Hospital Burewala.</b>
<b>Bid Evaluation</b>	
<b>ITB 25.3</b>	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder.

<b>Contract Award</b>	
<b>ITB 29.1</b>	Percentage for quantity increase or decrease:  15 % of total contract value

### Section III. Schedule of Requirements

The delivery schedule expressed as weeks stipulates hereafter a delivery date which is the date of delivery required.

## PACKAGE 1: general store items

**Note: package 1 will be evaluated on the basis of individual items. And it will be awarded on the basis of rates of individual items**

Sr #	Name of Items	Specifications	QTY	Sample Required
1	Pulse Oximeter Probes	nonnin pulse oximeter, paed & adult probes	20	yes
2	BP Apparatus Mercury (Japan)	as per approved sample	100	yes
3	Flood light 100 watt ( 1 year warranty)	Philips, opal, fuji, (different colour, white, blue, yellow)	20	yes
4	Exhaust Fans (steel) 18''	Royal fan, pak fan,	30	yes
5	Door Closer	(Khalas or Equivalent)	50	yes
6	Computer table revolving chair	As per sample approval	15	yes
7	Ornamental plants (artificial)	Large size, good quality, sample will be approved before selection.	30	yes
8	Stethoscope		50	yes
9	Trolley carriers for cylinders	Large size, four wheels, 16'' Guage, 1.5 inch angle. Good Quality,	10	yes
10	Electric extension leads	Good quality 6 switches in one lead, as per approved sample,	200	yes
11	Dustbin With Lid	18 litre, white, green, yellow in color	100	yes
12	Torch Rechargeable	As per approved sample	100	yes
13	Sharp Resistance Container	Good Quality, 7 litre capacity	300	yes
14	Bulb for OT Light	Halogen bulb	100	yes
15	Refill rolls of shoe cover machine	Refill rolls of Automatic shoe cover machine	200	yes
16	Weight Machin Infant	Digital weight machine	10	yes
17	Weight Machine Adult	Digital weight machine	5	yes
18	Pulse Oximeter (Finger)	As per sample approval	50	yes

19	Beds Wheels	Set 4 wheels	100	Yes
20	Stretcher Wheels	Set 4 wheels	100	yes
21	BP Cuff Cardiac	Bp cuff for cardiac monitors, different sizes	30	yes
22	Flow meter of installed Central Supply system	Compatible to installed system, as per approved sample or provided picture	100	yes
23	Pig tails for central system	Pig tails for attachment of cylinders, as per provided picture and sample.	50	yes
24	ECG Cable	Patient cable for ECG machines, as per provided picture.	30	yes
25	Phototherapy Rod	18 watt Philips	50	yes
26	Phototherapy Rod	20 watt Philips	50	yes
27	Dust Bins	Yellow White & Red 18 litre	500	yes
28	Ultrasound/ECG Jell	5 litre Packing	50	yes
29	Executive Revolving Chair	As per approved sample	15	yes
30	Nebulizer machine	Philips, good quality, as per approved sample	10	yes
31	Sharp resistant containers	7 litres, as per approved sample	50	yes
32	Q matic roll for QMS	As per approved sample	1000	yes
33	Silicone pipe	for suction machines	10	yes
34	Air freshner refiller	refills for already installed air freshners	1000	yes
35	scissors	As per sample approval	100	yes
36	digital thermometer	As per sample approval	100	yes
37	Needle cutters	Good quality	300	yes
38	Examination gloves	Malaysia, local/china, pack of 100 gloves	1000 packs	yes
39	Face Mask	Local/China (pack of 50)	500	yes
40	ETT paper	Cardioline XR 600	20	yes
41	Hand Sanitizer	1 Liter Pack size	100	yes
42	Phenyl		200	yes
43	Tissue Paper Box (100 tissues)	Rose petal or Equivalent	500	yes
44	Oxygen Mask( all sizes)		2000	yes
45	Patient identity Bands (infants)	Blue or pink color	5000	yes
46	Patient identity Bands (adults)	Blue or pink color	5000	yes
47	ECG Cup & clamps	As per sample approval	50 each	yes
48	Air fresheners	As per sample approval	100	yes
49	Soap for hand wash	Safeguard/Palmolive 120 gm	500	yes
50	Waste Bags	White, Yellow, Red, size: 28x36, 21x28	100	yes

51	Insect Killer Spray	mortein/kingtox	100	Yes
52	Filter1 for water filters (Foam)	Good Quality	100	yes
53	Filter2 for water filters (CTO)	Good Quality	100	yes
54	Tissue Roll	Rose Petal/Tulips,white	500	yes
55	Sugar Strips	On Call Plus,	1000 packs	yes
		Bidder will have to provide free meter for every 50 pack of strips		yes
56	Vim powder	Per Kg Pack	100 kg	yes
57	backup ups for PC	100 volt ,	10	yes
58	mouse	dell or equivalent, as per approved sample	30	yes
59	keyboard	dell or equivalent, as per approved sample	30	yes

PACKAGE 2: LIST OF LAUNDARY ITEMS

**Note: package 2 will be evaluated as a complete package. And it will be awarded on the basis of total value of complete package. A full package will be awarded to the bidder whose total value is lowest among all bidders.**

<b>Sr #</b>	<b>Name of Items</b>	<b>Specifications</b>	<b>QTY</b>	<b>Sample Required</b>
1	Desi Soap Per kg	In one kg packing	1200kg	NO
2	Soda Ash Per kg	Good Quality	1000kg	NO
3	Bleaching Powder Perkg	Good Quality	1200kg	NO
4	Surf local	As per sample approval	1000kg	NO
5	Neel Powder	Good Quality	120kg	NO
6	Mehta Soda	Good Quality	1000KG	NO
7	Leeko	Good quality	80kg	NO

**PACKAGE 3: DISPOSABLE ITEMS**

Note: package 3 will be evaluated as a complete package. And it will be awarded on the basis of total value of complete package. A full package will be awarded to the bidder whose total value is lowest among all bidders.

<b>Sr #</b>	<b>Name of Items</b>	<b>Specifications</b>	<b>QTY</b>	<b>Sample Required</b>
1	Nasal oxygen cannulas	Infant, Peads & adult size , good quality	3000	NO
2	Mercury thermometers	Good quality	800	NO
3	Self sealing sterilization pouches	Different sizes	200 packs	NO
4	Steriguage strips	3M	6000	NO
5	Steri Tape(auto clave tape )	Good quality	50	NO
6	Nebulizer Kit / Mask	local/china , Adult & Peads size	6000	NO
7	OT slippers	different sizes, male & female	100	NO
8	Polythene gloves	Pack of 100	100 pack	NO
9	BP Apparatus balloon	Otom/certiza	300	NO
10	BP Apparatus Cuff (large, normal) with bladder	Certiza, only mentioned brands will be considered	300	NO
11	Thermometer for fridge/ Room temperature Meter	as per sample	50	NO
12	Packing Tape/Carton Tape	silver /transparent tape only	100	NO
13	Large Cell for Laryngoscope	Toshiba	100	NO
14	Clock Cell	Toshiba	200	NO
15	Remote Cell/Small Cell	Toshiba	100	NO
16	Lock Steel	Good Quality, tricycle china computer locks	150	NO

**LOT 4: LIST OF ROLLS & CHEMICAL DISINFECTANTS**

**Note: package 4 will be evaluated as a complete package. And it will be awarded on the basis of total value of complete package. A full package will be awarded to the bidder whose total value is lowest among all bidders.**

<b>Sr #</b>	<b>Name of Items</b>	<b>Specifications</b>	<b>QTY</b>	<b>Sample Required</b>
1	Ultrasound roll	Sony (simple)	350	yes
2	CTG ROLL Philips	Avlon FM 20 ( Philips)	80	yes
3	ECG roll	80mmx20M	300	yes
4	ECG electrodes	Good quality	50 packs	yes
5	ECG roll	63 mmx30M	300	yes
6	Liquid bleach	rate per litre required	100	yes
7	Formalin	rate per 5 litre required	30L	yes
8	Surface disinfectant	HLD4H, pack of 5 litres	10 cans	yes
9	Instrumental disinfectant	HLDL4I, pack of 5 litres,	15 cans	yes
10	chemical for fumigation	HLDL4I, hard surface pack of 5 litres,	15 cans	yes

**PACKAGE 5: LIST OF surgical items**

Note: package 5 will be evaluated on the basis of individual items. And it will be awarded on the basis of rates of individual items

<b>Sr #</b>	<b>Name of Items</b>	<b>Specifications</b>	<b>QTY</b>	<b>Sample Required</b>
1	hassan instrument	as per sample	1	yes
2	clip applicator	40mm	1	yes
3	universal seal of trocar	5mm	10	yes
4	universal seal of trocar	10mm	10	yes
5	large clips for general surgery	as per sample	50	yes
6	small clips for general surgery	as per sample	70	yes
7	kalleys forceps	as per sample	5	yes
8	stent removal forceps	as per sample	1	yes
9	biopsy forceps	as per sample	1	yes
10	URS adult	9.8/7	1	yes
11	URS pediatric	6.8/5	1	yes
12	DJ STENT	6FR,4.7 FR	20	yes
13	GUIDE WIRE	0.32	20	yes
14	YELLOW CUTTING LOOP	as per sample	10	yes
15	cold knife	as per sample	10	yes
16	pressure bag	as per sample	3	yes
17	toothed forceps	6"	10	yes
18	artery	6"	10	yes
19	scissor artery	6"	10	yes
20	FESS	functional endoscopy sinus surgery set	1	yes



TABLE 1 DELIVERY SCHEDULE

<b>Package #</b>	<b>Location</b>	<b>Item</b>	<b>Delivery Period</b> from the date of Notification of Award/supply order
1	THQ Hospital Burewala	General store items	<b>Supply order will be issued biyearly and delivery period is 15 days.</b>
2	THQ Hospital Burewala	Laundry items	<b>Supply order will be issued biyearly and delivery period is 15 days.</b>
3	THQ Hospital Burewala THQ	Disposable items	<b>Supply order will be issued biyearly and delivery period is 15 days.</b>
4	THQ Hospital Burewala	Laundry items	<b>Supply order will be issued biyearly and delivery period is 15 days.</b>
5	THQ Hospital Burewala	Surgical items	<b>Supply order will be issued biyearly and delivery period is 15 days.</b>

## Part-I

### Section IV. Technical Specifications

#### KNOCK DOWN CRITERIA

Sr #	Mandatory criteria	Yes/no
1	Original receipt for purchase of tender	
2	Bid Security in the form of CDR/BANK DRAFT	
3	NTN registration certificate	
4	Affidavit as per tender docs on 100 Rupees stamp paper	
5	BANK statement of last year(2021-2022)	
6	Income tax return of last year (FY 2021-2022)	
7	Goods quality certificates/ authorized distributor certificate	
8	Samples of items mentioned in each tender list	

**Note:**

- Failure to provide any of the above documents will results in rejection of bid.
  - No any reminder or letter will be issued for any missing document.
  - Sample must be submitted within 5 days of technical bid opening.
  - Failure in provision of sample, results in rejection of bid in that specific item.
  - After technical evaluation, Procurement will be made completely on the basis of sample evaluation.
- Package # 1 & 5 will be evaluated on the basis of individual items. And it will be awarded on the basis of rates of individual items
- package # 2,3,4 will be evaluated as a complete package. And it will be awarded on the basis of total value of complete package. A full package will be awarded to the bidder whose total value is lowest among all bidders, IT IS COMPULSORY TO QUOTE ALL THE ITEMS IN THESE PACKAGES.

# Part-I

## Section V. Bidding Forms

### 1. Bid Submission Form

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

No: \_\_\_\_\_

To  
Medical Superintendent  
THQ Hospital Burewala,  
Primary & Secondary Health Department  
Government of the Punjab

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 5% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

**We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening** 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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

# Part-II

## Section I. Contract Forms

### 1. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser 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 the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)  
Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

## 2. Performance Security Form

To:

Medical Superintendent

Thq Hospital Burewala.

Primary And Secondary Healthcare Department

Government Of Punjab.

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 20\_\_ to supply *[description of goods and services]* (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 reputable bank for the sum specified therein as 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 \_\_\_\_\_ 20\_.

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

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*[date]*

### **3. PRICE SCHEDULE**

#### **PRICE SCHEDULE OF PACKAGE # 2,3 & 4**

Name of tender : \_\_\_\_\_

Package name & No: \_\_\_\_\_

**NOTE: IT IS COMPULSORY TO QUOTE ALL THE ITEMS IN THESE PACKAGES (PACKAGE # 2,3,4)**

Sr #	Name of item	Packing/specification/brand quoted	Qty	Quoted rate /item	Total rate	TOTAL RATE INCLUDING GST	Grand total of package
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#### **PRICE SCHEDULE OF PACKAGE # 1& 2**

Name of tender : \_\_\_\_\_

Package name & No: \_\_\_\_\_

Sr #	Name of item	Packing/specification/brand quoted	Qty	Quoted rate /item	RATE INCLUDING GST
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Note:

- all the rates should be quoted on the above prescribed format.
- Rate quoted other than this format will not be entertained.
- All govt applicable taxes must be considered will quoting the

## SECURITY (Bank Guarantee)

Security Executed on \_\_\_\_\_ (Date)

Name of Surety (Bank) with Address: \_\_\_\_\_

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees. \_\_\_\_\_ (Rs. \_\_\_\_\_) Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for Bid No. \_\_\_\_\_ for \_\_\_\_\_ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within--- days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer (Procuring Agency) the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

**SURETY (Bank)**

WITNESS:

Signature\_\_\_\_\_

1. \_\_\_\_\_ Name\_\_\_\_\_

\_\_\_\_\_ Title\_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. \_\_\_\_\_

\_\_\_\_\_

Name, Title & Address