



**SAIDU GROUP OF TEACHING HOSPITALS SWAT
HEALTH DEPARTMENT,
GOVERNMENT OF KHYBER PAKHTUNKHWA**

Standard Bidding Document

For Selection of Vendor for Pakistan Bait-ul-mal, Zakat, Lissaalie-Wal-Mahroom Local Purchase (BZL-LP) of Medicines, Surgical Disposables (SD), Non-Drug Items (NDIs) for the Year 2024-25

Saidu Group of Teaching Hospitals (SGTH) Swat

(May-2024)



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1. SECTION-1: INVITATION FOR BIDS

1.1 Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa by allowing at least fifteen days for National Competitive Bid (NCB) for bid preparation and submission.

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. The Invitation for Bids indicates the important bid evaluation criteria or qualification requirement so that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids is incorporated into these Standard Bidding Documents (SBDs). The information contained in the Invitation for Bids (IFB) conforms to the bidding documents and to the relevant information in the Bid Data Sheet.

1.2 Invitation for Bids

SAIDU GROUP OF TEACHING HOSPITALS SWAT **SELECTION OF VENDOR FOR LOCAL PURCHASE (LP) OF MEDICINES, SURGICAL DISPOSABLES (SD),** **NON-DRUG ITEMS (NDIS) FOR THE YEAR 2023-24**

In compliance with the Khyber Pakhtunkhwa Public Procurement Act-2012 and Khyber Pakhtunkhwa Procurement Regulatory Authority (KPPRA) Rules-2014, Sealed Tenders are invited from the Vendors having valid Drugs Sale License under KP Drug Sales Rules 1982 (as amended in 2017) for the supply of all types of Medicines (or as given in the table below) round the clock on day to day basis and or bulk-LP supply during the financial year 2024-2025 through **SINGLE STAGE TWO ENVELOPES** bidding procedure as per rules 06(2)(b) of KPPRA rules 2014. Tender form is available at the Main Store Office (Room#8), Admin Block-MS Office SGTH Swat for the following Tender Categories:

| S. No | Description | Tender No | CDR (Rs.) |
|-------|--|-----------------|-------------|
| 1. | Selection of Vendor for Sehat Sahulat Program Local Purchase (SSP-LP) of Medicines, Surgical Disposable (SD), Non-Drug Items (NDIs) for SGTH, Swat | 1 st | 1,000,000/- |
| 2. | Selection of Vendor for Emergency Local Purchase (E-LP) of Medicines, SD, NDIs for SGTH, Swat | 1 st | 500,000/- |
| 3. | Selection of Vendor for Pakistan Bait-ul-mal, Zakat, Lissaalie-Wal-Mahroom Local Purchase (BZL-LP) of Medicines, SD, NDIs for SGTH, Swat | 1 st | 50,000/- |

- Any offer received not as per terms & condition of the SBD of SGTH Swat framed under KPPRA Act 2012 and rules framed there under, Government of the KP: shall not be entertained.
- Quotation must be computer typed & printed; and the offered rate must be written both in words & figures on the official letter head of the Firm/LP-bidder/ duly signed and stamped.
- The bidders are requested to give their highest possible discount on Maximum Retail Price (MRP) for medicines (or as given in the table above) because no negotiations on quoted rates are allowed under the KPPRA rules, 2014.
- No offer shall be considered,
(A) If the offer received is without requisite earnest money (CDR). **(B)** If the Firm/LP Bidder/owner of the firm is not on the active taxpayer list of FBR. **(C)** If the Firm/LP Bidder is not registered with KPPRA. **(D)** If the Tender is received after the last date and time given in clause 6 of this invitation. **(E)** If the Firm/LP bidder has not its licensed premises situated within the surrounding area of (500 meters) of SGTH Swat. **(F)** If the tender is ambiguous, unsigned, conditional. **(G)** If the firm/LP Bidder is blacklisted or suspended by the Health Department, KP. **(H)** If the firm is being convicted in or under trial in any court of law.
- Mandatory Bid Security / Earnest Money amounting to flat rates as mentioned above for each category from each bidder in the shape of Call Deposit Receipt (CDR) in the name of the Medical Superintendent Saidu Group of



Teaching Hospitals Swat is required to be submitted along with the Financial Bid within its sealed envelope. A separate photocopy of this Bids Security financial instrument should also be placed inside the sealed envelope of Technical Proposal. PO (Pay order) will not be acceptable as Bids security.

6. The sealed bids (separate technical and financial bids further sealed in one envelope) will be submitted to Main Store Office (Room#8), Admin Block, MS Office STGH Swat on or before 13/06/2024 at 10:00am. Any bids presented/ submitted/ received later than this deadline or delivered to some office other than the above office, shall not be considered and shall be rejected without any further processing. Each envelope should be labelled properly as per KPPRA Rules.
7. Bids will be opened by the Purchase Committee of SGTH Swat at the Conference Room, Admin Block-MS Office SGTH Swat on 13/06/2024 at 10:30am in the presence of those bidders or their authorized representatives, who choose to attend the bids opening process.
8. In case the contractor fails to execute the contract strictly in accordance with the terms & conditions laid down in the contract and / or SBDs, the security deposited shall be forfeited and/ or blacklisting of the firm or both or as deem fit.
9. Bidders are required to submit all mandatory documents mentioned in subsequent sections. In case of failure to comply, the bidder shall be considered non-responsive.
10. The Medical Superintendent SGTH Swat reserves the right to reject any or all the bids under clause 47 of the KPPRA Procurement Rules 2014.

Medical Superintendent
Saidu Group of Teaching Hospitals Swat



2. SECTION-2: TERMS & CONDITIONS

- 2.1. Local purchase contracts shall be entered through open competitive bidding through single stage two envelopes procedure as per KPPRA Act 2012 and KPPRA 2014 rules 6 (2) (b) framed there under.
- 2.2. The Vendors must have a Valid Drug Sales License, financially sound, well reputed and have outlet with comprehensive storage facilities.
- 2.3. The vendor must have its facility available within a radius of 500 meters of the SGTH (Central and or Saidu wing) Swat for the easy and timely access and availability of services round the clock.
- 2.4. The facility of supplies must be available round the clock for 24 hours, 7 days a week throughout the year.
- 2.5. A fixed bid security that is of amount equal to Rs. 50,000/- (Fifty thousand Pakistani rupees) shall be demanded from the bidders for LP of Medicines/SD/NDI tender in the shape of Call Deposit Receipt (CDR) in the name of the Saidu Group of Teaching Hospitals Swat.
- 2.6. The local purchase contract shall be non-transferable, and no part of the contract could be sublet by the successful bidder.
- 2.7. The local purchase contractor shall supply the ordered items on the same day. In case the contractor fails to supply the ordered items on the same day, the hospital shall purchase the same ordered medicine from the market at the risk and cost of the contractor.
- 2.8. The supplied drugs shall be accompanied with warranty certificate as per the Drug Act, 1976/DRAP Act, 2012. Moreover, the contractor will be obliged to provide the invoice for his source of purchase, if any, when required.
- 2.9. The Vendor shall be bound to accept all the terms & Conditions of the Government / KPPRA, and any further condition introduced by the Government / Hospital Management Committee/ Pharmacy and Therapeutic Committee of SGTH Swat during the contract period in addition to the terms & conditions of this bidding document and contract agreement.
- 2.10. The Any erasing/ cutting / overwriting etc. appearing on the offer, may lead to cancellation of the bid.
- 2.11. All the bidders are required to provide complete documents in compact file for their assessment of qualification as prescribed under the rules. Only the firms which will be declared qualified/responsive by the Bid evaluation/ technical committee will be entertained in the further contract proceedings.
- 2.12. All the submitted documents including ATL FBR, KPRA Registration, Account statement, Valid Drug Sale License will be subject to online verification, if the information or documents provided in this regard were found forged/fake/dummy the procuring entity reserves the rights to initiate legal action against such firm as per law, rules, and regulations. The outlets and warehouses of the firm may anytime be inspected during the bid validity period if deemed necessary for confirmation of the location or whatever necessary by an inspection team so appointed for the purpose.
- 2.13. The contractor will submit the bills on a weekly basis or ASAP to the hospital.
- 2.14. Deduction of income tax and other taxes that are applicable shall be made as per prescribed rules.
- 2.15. The tender shall be valid till 30-06-2025, however can be extended on patients' need basis by the Medical Superintendent SGTH Swat until finalization of the tender for the next financial year.
- 2.16. The Medical Superintendent SGTH Swat reserves the right to accept or reject any/all tender(s) without assigning any reason.



3. SECTION-3: THE BIDDING PROCEDURE

3.1. Single Stage – Two Envelops Bidding procedure as per KPPRA Act 2012 and KPPRA Rules 2014 framed there under shall be applied.

Single stage, two envelops procedure. -this method shall be used where bids are to be evaluated on technical and financial grounds and price is taken into account after technical evaluation. Bid shall comprise a single package containing separate envelopes. Each envelope shall contain separately the financial proposal and technical proposal [the best evaluated responsive bid shall be considered for award of contract.

3.2. The Bid shall comprise of a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and Technical Proposal.

3.3. The envelopes shall be sealed and marked as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” in bold and legible letters to avoid confusion.

3.4. Initially, only the envelope marked as “**TECHNICAL PROPOSAL**” shall be opened to evaluate the mandatory requirements and the envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of the Procuring agency without being opened.

3.5. The Procuring agency shall evaluate the Technical Proposal, without reference to the price, and will reject those which do not conform to the specified requirements as described in the bid cover sheet.

3.6. During the technical evaluation, no amendments in the technical proposal/pre-requisite’s information (Bid Cover Sheet) shall be permitted.

3.7. The Financial proposals for Bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance. The sealed bids (separate technical and financial bids further sealed in one envelope) will be submitted to Main Store Office (Room#8), Admin Block, MS Office STGH Swat on or before 13/06/2024 at 10:00am.

3.8. Bids will be opened by the Purchase Committee of SGTH Swat at the Conference Room, Admin Block-MS Office SGTH Swat on 13/06/2024 at 10:30am in the presence of those bidders or their authorized representatives, who choose to attend the bids opening process.

3.9. After the evaluation and approval of the technical proposal, the Procuring agency shall, at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids.

3.10. The financial proposal for bids found technically non-responsive or non-compliant shall be returned **UNOPENED** to the respective bidders.



4. SECTION-4: TECHNICAL / FINANCIAL SPECIFICATIONS

A. TECHNICAL EVALUATION CRITERIA FOR LOCAL PURCHASE OF MEDICINES

All mandatory requirements in the Terms & Conditions and Bid Cover Sheet.

NOTE:

Any bidding firm submitting any false/bogus/fake/forged document and/or previously involved in submitting any false/bogus/fake/forged document shall be disqualified, as well as shall be dealt with as per law.

B. FINANCIAL EVALUATION FOR BIDS

The financial bids of technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

C. FINANCIAL CRITERIA FOR BIDS:

Maximum Discount (Lump sum) offers over MRP for LP of Medicines, Surgical Disposables (SD), Non-Drug Items (NDI)



5. SECTION-5: MANDATORY STANDARD FORMS (1 to 6)

| | |
|--------------------|--|
| BID FORM 1: | BID COVER SHEET |
| BID FORM 2: | LETTER OF INTENTION |
| BID FORM 3: | AFFIDAVIT |
| BID FORM 4: | FINANCIAL BID |
| BID FORM 5: | INTEGRITY PACT (on Judicial Stamp Paper) |
| BID FORM 6: | CONTRACT AGREEMENT (for information only, shall be signed by the successful bidders only) |



Bid Form-1 BID COVER SHEET

Mandatory General Information of Applicant Firm

NOTE: Complete filling of this form along with the provision of all requisite information is mandatory. Missing or not providing any of the requisite information may lead to disqualification of the bidder/s from the bidding competition without any correspondence. Any appeal from bidder/s, for whatsoever reasons, shall not be entertained in such a case.

| S. No | Name of the Bidding Firm | Yes (Attached)/ No (Not attached) |
|-------|--|--|
| 1. | Please indicate whether the firm is: i. Retailer having valid drug retail sales licensed on FORM 9 and 11 as per the KP Drug Rules 1982. ii. Whole seller having valid drug sales licensed by way of wholesale | |
| 2. | Please provide names, attested copies (legible/visible) of CNICs, two recent attested photographs, valid street addresses, all working landline and mobile phone numbers of the following: i. Proprietor/owner of the firm; and ii. Qualified person of the firm; and iii. Focal person officially made responsible by the authorized firm for day-to-day collection of prescriptions/indents and delivery | |
| 3. | Please provide attested copies of the following document also: i. Duly attested photocopy of the CNIC of Proprietor ii. Valid drug retail sale licensed on FORM 9 and 11 (Retailer)/ Valid drug sale by the way of wholesale (Wholesaler) iii. Qualified person CV, CNIC, along with educational credentials and copy of Pharmacy category issued by Pharmacy council of Pakistan. | |
| 4. | Please provide attested copies of the following Tax related valid documents. i. National Tax Number (NTN) of the firm for Income Tax, and ii. Last year Income Tax Return of the firm if applicable; and iii. Active Taxpayer on FBR Registration Certificate iv. KPPRA Registration v. Bank statement of the applicant firm vi. Good performance certificate from the last organization stating no conviction/not under trial in any court of law | |
| 5. | Please provide the following valid information regarding applicant bidder: i. Complete Street address of the: a. Setup as mentioned in the Drug Sale Licenses including Shop No. | |
| 6. | Besides all other TORs mentioned in the SBD at Page 05, i. The financial offer shall be separately enclosed in another sealed envelope along with the bid cover sheet. ii. The financial offer must be computerized, clear worded with no ambiguous codes/abbreviation. iii. Any erasing/ cutting / overwriting etc. appearing on the offer may lead to cancellation. iv. The tender shall be valid till 30-06-2025, however can be extended on a patients' need basis by the medical superintendent until finalization of the tender for the next financial year. | |



| | | |
|----|---|--|
| 7. | <p>The bidding Firm should also provide an Affidavit to undertake on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) to the effect that:</p> <ul style="list-style-type: none">i. I have carefully read the whole set of Standard Bidding Documents for this bidding competition and that I have fully understood and agree to the terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; andii. I fully understand and agree that the bidding competition for which I have applied to enter in, shall be based on provision of requisite information as mentioned in Bid cover sheet at Serial No: 1 to 06 for the evaluation of the bidder/s; and that in this situation, the highest discounted bid/s (financial offer) on MRP of the medicine/surgical disposables/non-drug items may not win the bidding competition; andiii. I shall provide to the inspection team/s of expert/s authorized for the purpose by the Medical Superintendent, if deem necessary; an uninterrupted and free access to all relevant documents, sections of the facilities / unit, storage and warehousing facilities as well as any other area relevant, as deemed appropriate by such team for their purpose of visit/s.iv. In case any documents submitted in relation to this bidding competition or any undertaking given by the Firm, if found incorrect or false or misleading or diverting the decision making for the competition, shall be liable to be proceeded for blacklisting for any business with / by the SGTH Swat and/or Government of Khyber Pakhtunkhwa, Health Department, confiscation of bids security and / or any other lawful action as deemed appropriate by the SGTH Swat, including that to be taken in concert with the Provincial Drug Control Team, Swat. | |
| 8. | <p>I certify and affirm that I have attached /provided all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive.</p> <p>Signatures: _____</p> <p>Name: _____</p> <p>CNIC No. _____</p> <p>Designation: _____</p> <p>Address: _____</p> | |



Bid Form 2

Letter of Intention

Bid Ref No. _____

Date of the Opening of Bids: 13/06/2024

Name of the Contract: **BZL-LP OF MEDICINES/SD/NDI**

To: The Medical Superintendent
SGTH Swat
Saidu Sharif, Swat

Dear Sir/Madam,

Having examined the bidding documents, including the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the offered discount over the MRP/market rates (excluding all applicable taxes) for the BZL-LP of medicines/surgical disposables/NDIs.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the terms and conditions of the contract agreement.

We agree to abide by this bid for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the maximum discount offer or any bid you may receive until provision of the requisite information as required in the SBD for this tender.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Dated this [insert: number] day of [insert: month], [insert: year].

Signed:

In the capacity of [insert: title or position]

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



Bid Form-3

AFFIDAVIT (on Judicial Stamp Paper)

I/We, the undersigned [Name of the Supplier] hereby solemnly declare and undertake that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements described in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of this SBD.
- 4) The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) 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.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That undersigned has not employed any child labor in the organization/unit.
- 9) We understand that the Selection and Rate Contracting Committee of the Procuring Agency is not bound to accept the lowest or any other bid they may receive.

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

Signatures with stamp

Name: _____

Designation: _____

CNIC No. _____

For Messrs. [M/S _____ Name of Supplier _____]



Bid Form-4

Note: This form is to be submitted in a separate sealed envelope to be kept within the main sealed envelope

Price Schedule format for Financial Bid of Saidu Group of Teaching Hospitals Swat for the year 2024-25 The Bidder shall provide maximum discount offer on the firm's official letter head.

| |
|---|
| Lump Sum Discount offered by bidder for BZL-LP of MEDICINES/SD/NDI |
| We are offering a Lump Sum Discount of |
| _____ % (In Figures) |
| _____ (In Words) |



Bid Form-5

INTEGRITY PACT (on Judicial Stamp Paper)

Declaration of Fees, Commission and Brokerage Etc. Payable by LP Suppliers of MEDICINES/SD/NDI for SGTH Swat 2024-25

In response to advertisement related to the bidding process / competition regarding award of BZL-LP contract of medicines/SD/NDI for 2024-25 for SGTH Swat, I, Mr. _____ s/o _____ bearing CNIC No. _____, and having the Designation of _____ in Messrs (M/S) [Name of Supplier] do hereby solemnly affirm, declare and certify on behalf of M/S [Name of Supplier] that:

1. [Name of Supplier] has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from SGTH Swat/Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by SGTH Swat/GoKP through any corrupt business practice; and
2. That without limiting the generality of the foregoing, [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from SGTH Swat/GoKP, except that which has been expressly declared pursuant hereto; and
3. That [Name of Supplier] has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with SGTH Swat/GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty; and
4. That [Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts, or taking any action likely to defeat the purpose of this declaration, representation, and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to SGTH Swat/GoKP under any law, contract, or other instrument, be voidable at the option of SGTH Swat/GoKP; and
5. That notwithstanding any rights and remedies exercised by SGTH Swat/GoKP in this regard, [Name of Supplier] agrees to indemnify SGTH Swat/GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to SGTH Swat/GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from SGTH Swat/GoKP.

Signatures with stamp

Name: _____

Designation: _____

CNIC No. _____

For Messrs. [Name of Supplier]

Witness No. 1

Name: _____

Father Name: _____

CNIC No. _____

Address/ _____

Witness No. 1

Name: _____

Father Name: _____

CNIC No. _____

Address/ _____



Bid Form-6

SGTH SWAT RATE CONTRACT AGREEMENT (for successful bidders)

CONTRACT AGREEMENT

The agreement is made between ----- through Mr. ----- (herein after referred as **Contractor**, Supplier, which expression shall unless repugnant to the context and include his heirs, executors, administrator successors and assignee)

The **Medical Superintendent** SGTH Swat, Saidu Sharif (herein after referred as **Contractee**, procuring entity, expression shall unless repugnant to the context and include its successors-in-interest and assignee)

Whereas the **Contractor** has succeeded as bidder for the Supply of Medicine, Disposables, Non-Drug items as local purchase contractor for the FY 2020-21 to the **Contractee**. The **Contractor** shall supply local purchase Medicine for SGTH Swat, entitle for Medicine/Disposables and Non-Drug items out of the fresh Stock to **Contractee** on the following terms and Conditions.

1. That the PPEs / Medicine/Disposables and Non-Drug items must have specified standard preferably of fresh make but shelf life not less than 70% for Drugs and Disposables at time of supply.
2. Original Supply Order/Indent/OPD slip duly signed by the Medical Superintendent/authorized or designated official for this purpose of SGTH Swat, Saidu Sharif shall be honored.
3. **In consideration of the approved discounted rate for BZL-LP @ %, (All tax included) the Contractor shall deposit an amount of PKR. 50 thousands as earnest money in the Medical Superintendent SGTH Swat designated account through Bank Draft in case the Contractor fails to continue the contract at any point of time during the period of contract (FY 2024-25) for providing uninterrupted supply to the patients on the risk and cost of the Contractor.**
4. All the medicines/disposables shall be directly supplied to the authorized/designated official of the Hospital through a nominated and authorized person/staff of **Contractor**; no supply shall be made to the barrier of the chit of private un-authorized person in any way.
5. That the **Contractor** shall be bound to provide and supply the PPEs, Drugs, Disposables, Non-Drug items and miscellaneous items demanded, and no substitute supply shall be acceptable against the demand (indent/chit) unless verified and signed by the concern authorized/designated official on duty. In case of substitute medicines supply by the **Contractor**, **Contractee** on report by the authorized/designated official shall be at liberty to impose penalty on the **Contractor**, which shall be deducted from the bill/price of the prescribed medicine/disposables and non-drug Items.
6. The supply services shall be provided 24 Hours a day, seven days a week without any break or holiday, including calendar gazette Holidays. The **Contractor** shall proceed to furnish all possible whenever required contacts i.e. Telephone, Fax and Email etc. for fore said purpose. He shall mention a 2nd source from whom drugs can be collected, whenever **Contractor** might not be available on account of any natural cause/personal difficulty to the indent, from where services can be acquired without interruption.
7. The **Contractor** shall submit the claim for the payment, in shape of bills on fortnight to **Contractee** and payment will be made subject to verification of the bills, with valid list or market price through the nominated authorized person as per the approved discounted rate and taxes applicable as per rules of the award of contract. The overcharging, if any, will be deducted from the bill under process, the next bill or the CDR, as the case may be.
8. In case of nonpayment of the bills (according to the finance department prevailing procedures), if any the **Contractor** shall continue the delivery of the medicine and shall not stop the supply on the pretext for reasons of nonpayment of bills, however, smooth cycle of the supply and paying back to **Contractor** will be secured through the fool proof mechanism which shall not lead to any ugly situation in any shape to safeguard interest of the hospital.
9. That the **Contractor** deposes a full time representative on its own to collect the demands (indents/ chits) up to 12:00 P.M or before as the chit for LP may arrive from the local purchase section of the hospital unit and supply must reach to the concerned section not later the 2:00 P.M. expiry date and batch number must be mentioned along with potency of drug with brand name and price in the cover chit to authorized/designated official of the hospital for record in presence of the provider (**Contractor**).
10. The **Contractor** shall be bound to provide the available current price list of all medicine/disposables (imported or local) supplied during the month with bills for checking purpose. The **Contractor** shall note the name along with the firm of each item.



11. In case of non-availability of demanded brand (medicines/disposables) in the local market, the **Contractor** shall immediately communicate it in writing with reason to concerned authorized/designated official for an alternate remedy in the interest of the patient care and treatment.
12. The **Contractee** shall be bound to deduct discount at the approved rate @-----% **(All tax included)** on Maximum Retail Price (MRP) for drugs and current market rate for the disposables/non-drug items excluding government taxes and the other taxes that may be imposed/levied by the government during the contract period from the corresponding LP bills/claims.
13. In the event of committing a default or violation of any term of the agreement the **Contractee** will be at liberty to recommend any civil/criminal nature initiation of a case against the **Contractor** in accordance with law. It is further agreed that in case of non-supply of the demanded items the **Contractee** shall have the right to make alternative arrangement at the risk and cost of the **Contractor** which shall be,
 - i. Arrangement of required item(s) by the hospital and payment for it by the **Contractor**.
 - ii. Claim or deduction from the bill equal to amount paid over and above the approved rate to make the losses compensate.
14. Notwithstanding any clause contained herein above: It is hereby always agreed by both the parties that the Contractee be at liberty and shall have the right to cancel or reduce the quantity of the items under this agreement without assigning any reason as per KPPRA rules.
15. The hospital while complying with the policies of its own government in the matter of the provision of the lifesaving drugs and other life sustaining supportive drugs, non-drug items/PPEs etc. on daily basis for the treatment of the patients approaching this hospital to secure the object of quality health care and satisfaction of the patient and end users.
16. The **Contractee** shall also be entitled to special damages, which shall be computed keeping in view the loss and agony suffered by **Contractee** due to default of **Contractor** directly or in-directly through any claims from patient against **Contractee** in the affairs of local purchase FY 2024-25, the **Contractee** will be at liberty to termination of contract apart of any special damages, however, the **Contractor** shall not stop supply of medicines/disposables during termination till the hospital enters into contract with other vendor.
17. The agreement shall be effective from the Date: ____/____/2024 which can be extended on mutual consent if required under cogent reason, any differences or dispute which may arise between the parties or their representative agent regarding rights and liabilities of the parties or any other matter relating to this deed may be referred to the purchase committee for final decision. SGTH Swat being **Contractee** can sue the **Contractor** and can be sued.
18. The Supplier agrees to supply the required brands of all drugs acceptable by the Procuring entity as per the approved LP Brand formulary, with special emphasis on the lowest-priced and highly effective available brands, and or as per the supply order to respond to or cope with the physicians'/surgeons' demand for a particular brand subjected to its inclusiveness in the formulary and in the best public interest. In case of non-availability of the economical and cost-effective brands, as per the approved LP brand formulary, or as the case may be, the supplier shall provide the Non-availability (N/A) certificate of the same. In case the contractor provides brands of his own choice of higher rates than that of the demanded brand, the extra amount will be adjusted to the value of recommended/acceptable brands as per the approved brand formulary accordingly.
19. In case of non-availability of demanded brands of Medicines, Surgical Disposables, Medical Devices, Implants, and Non-Drug Items in the local market, the Contractor shall immediately communicate it in writing with reason to the concerned officer for an alternate remedy in the interest of patient care and treatment.
20. The contractor must note down the Batch No., Expiry date, the quantity provided, and MRP on the warranty invoice for the requested items.
21. The Contractor must submit computerized bills for payment along with the original warranty/invoice as per sections 23(1) (a-k) of the Drugs Act 1976. The supplier shall also provide the company invoices, and/or Product/packaging for verification of MRP Values. Overcharging, if any, found at any stage shall be a liability for compensation to the Hospital even if the contract is expired or if the bills are under processing.
22. The supplier shall be bound to supply the original warranty/invoice track record of the supplied items, failing to which shall be dealt with as per the Drugs Act 1976. In case of discrepancy/contravention to any section/s of the Drugs Act 1976, the Supplier shall be solely responsible for lawful action/s for such discrepancy/contravention.
23. In case of breach of the contract agreement on the part of the supplier, the Earnest money shall be confiscated partially or totally in favor of the Procuring entity.
24. Both parties agree that the Medical Superintendent in the capacity of being the overall head of the SGTH has the authority to regulate if deemed appropriate, under the provisions for the best institutional interests, through



imposing restrictions and/or classifying and/or grouping any demanded item/s for stopping, increasing or decreasing the purchase of such item/s by the Procuring entity to rationalize and/or control the use and/or misuse of such item/s.

25. The **Contractee** reserves the right to cancel the agreement without assigning any reason.

Contractor

Name----- Father Name-----

Designation-----

CNIC-----

Contractee

**Medical Superintendent
SGTH Swat**

Witness No. 1

Name: _____

Father Name: _____

CNIC No. _____

Address/ _____

Witness No. 1

Name: _____

Father Name: _____

CNIC No. _____

Address/ _____



Bid Form-7

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with SGTH Swat must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with SGTH Swat's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with any SGTH Swat official or employee or an immediate family member of any SGTH Swat official or employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No SGTH Swat official or employee or Alliance College Ready Public School and Affiliated Schools employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No SGTH Swat's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
3. No retired or separated SGTH Swat official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in vendor's company.
4. No SGTH Swat official, or employee is contemporaneously employed or prospectively to be employed with the vendor.
5. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any SGTH Swat official or employee to obtain or maintain a contract.
6. Please note any exceptions below:

Vendor Name _____

Vendor Phone Number _____

Conflict of Interest Disclosure *

Name of SGTH Swat official, employees

() Relationship to employee

or immediate family members with whom there may be a potential conflict of interest.

() Interest in vendor's company

() Other
