



**SERVICES HOSPITAL PESHAWAR  
HEALTH DEPARTMENT,  
GOVERNMENT OF KHYBER PAKHTUNKHWA**

## **Standard Bidding Document**

**FOR SELECTION OF VENDOR FOR LOCAL PURCHASE (LP) OF  
MEDICINES, SURGICAL DISPOSABLES (SD), NON DRUG ITEMS (NDIs)  
FOR THE YEAR 2020-21**

**SERVICES HOSPITAL PESHAWAR**

**SEPTEMBER 2020**

## 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 in particular to the relevant information in the Bid Data Sheet.

### 1.2. Invitation for Bids

#### SERVICES HOSPITAL PESHAWAR

#### SELECTION OF VENDOR FOR LOCAL PURCHASE OF MEDICINES, FY 2020-21

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 being on Active Tax Payer List of FBR bearing valid Drugs Sale License under KP Drug Sales Rules 1982 (as amended in 2017) for the supply of all types of Medicines round the clock on day to day basis during the financial year 2020-2021 through SINGLE STAGE TWO ENVELOPES bidding procedure as per rules 06(2)(b) of KPPRA rules 2014. Tender form is available with the Admin/Accounts section of Services Hospital Peshawar.

1. Any offer received not as per terms & condition of the tender enquiry/bidding document of this Hospital, framed under KPPRA Act 2012 and rules framed there under, Government of the KP: shall not be entertained.
2. Quotation must be computer typed & printed; and the offered rate must be written both in words & figures. An authorized person of the bidding entity shall sign & stamp all pages of the bid.
3. The bidders are requested to give their highest possible discount on Maximum Retail Price (MRP) for medicines because no negotiations on quoted rates/price are allowed under the KPPRA rules, 2014.
4. No offer shall be considered
  - a. If the Firm/LP bidder has not its licensed premises situated within the surrounding area of Services Hospital Peshawar.
  - b. If the Firm/LP Bidder/owner of the firm is not on the active tax payer list of FBR.
  - c. If received after the last date and time.
  - d. The tender is ambiguous.
  - e. The tender is unsigned.
  - f. The tender is conditional.
  - g. Offer received without requisite earnest money (CDR).

- h. Offer received from the firm blacklisted or suspended by the Health Department, Government of the KP.
- i. Offer received from the firm being convicted in court of law or under trial in any court of law.

| S.No | Description   | Tender No | CDR (Rs.) |
|------|---|-----------|-----------|
| 1    | LP of Medicines/ Surgical Disposables/Non Drug Items for Services Hospital Peshawar | 1st       | 500,000   |

5. Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees 500,000 as mentioned above from each bidder in the shape of Call Deposit Receipt (CDR) in the name of the Medical Superintendent Services Hospital Peshawar 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. 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 the case may be.
7. Bidders are required to submit all mandatory documents mentioned in subsequent sections. In case of failure to comply, the bidder shall be considered as non-responsive.
8. The sealed bids (separate technical and financial bids further sealed in one envelope) will be dropped in the tender box placed near the Conference Room of Services Hospital Peshawar on or before 06/10/2020 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.
9. Bids will be opened by the Technical Committee of Services Hospital Peshawar at Conference Room of Services Hospital Peshawar, Peshawar on 06/10/2020 at 10:30am in the presence of those bidders or their authorized representatives, who choose to attend the bids opening process.
10. The pre-bid meeting is scheduled to be held on 03/10/2020 at 11:00am in the conference room of Services Hospital Peshawar.
11. The Medical Superintendent reserves the right to reject any or all the bids under clause 47 of KPPRA Procurement Rules 2014.

**MEDICAL SUPERINTENDENT  
SERVICES HOSPITAL, PESHAWAR  
091-9210509**

## **SECTION-2: TERMS & CONDITIONS**

1. Local purchase contracts shall be entered through open competitive bidding as per KPPRA Act 2012 and rules framed there under.
2. The Vendors must have a Valid Drug Sales License, financially sound, well reputed and have outlet with comprehensive storage facilities.
3. The facility of supplies must be available round the clock for 24 hours, 7 days a week throughout the year.
4. A fixed bid security that is of amount equal to Rs. 500,000 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 Services Hospital Peshawar.
5. The local purchase contract shall be non-transferable and no part of the contract could be sublet by the successful bidder.
6. The local purchase contractor shall supply the ordered items on the same day. In case the contractor fails to supply the ordered items on the same day, the hospital shall purchase the same ordered medicine from the market on the risk and cost of the contractor.
7. The supplied drugs shall be accompanied with warranty certificate as per the Drug Act, 1976/DRAP Act, 2012. Moreover, the contractor will be bound to provide the invoice of his source of purchase if any, when required.
8. 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 of Services Hospital Peshawar during the contract period in addition to the terms & conditions of this bidding document and contract agreement.
9. Any erasing/ cutting / overwriting etc. appearing on the offer, may lead to cancellation of the bid.
10. 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 by the Bid evaluation/ technical committee will be entertained in the further contract proceedings.
11. The contractor will submit the bills on weekly basis to the hospital.
12. Deduction of income tax and other taxes that are applicable shall be made as per prescribed rules.
13. The Medical Superintendent (Services Hospital Peshawar) reserves the right to accept or reject any/all tender(s) without assigning any reason.

### **SECTION-3: THE BIDDING PROCEDURE**

1. Single Stage – Two Envelops Bidding procedure as per KPPRA Act 2012 and KPPRA Rules 2014 framed there under shall be applied.
2. The Bid shall comprise of a single sealed package containing two separate sealed envelopes. Each envelop shall contain separately the Financial Proposal and Technical Proposal.
3. The envelops shall be sealed and marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion.
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 Procuring agency without being opened.
5. The Procuring agency shall evaluate the Technical proposal, without reference to the price and reject which do not conform to the specified requirements as described in the bid cover sheet.
6. During the technical evaluation, no amendments in the technical proposal/pre-requisites information (Bid Cover Sheet) shall be permitted.
7. The Financial proposals of Bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance
8. After the valuation 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.
9. The financial proposal of bids found technically non-responsive or non-compliant shall be returned UNOPENED to the respective bidders.

## **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.**

### **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.**

### **Financial Criteria for Bids:**

**Maximum discount (Lump sum) offer over MRP for LP of Medicines/SD/NDI**

**SECTION-5: MANDATORY STANDARD FORMS (1 to 5)**

**BID FORM 1: BID COVER SHEET**

**BID FORM 2: LETTER OF INTENTION**

**BID FORM 3: AFFIDAVIT**

**BID FORM 4 FINANCIAL BID**

**(To be submitted in separate sealed envelope)**

**BID FORM 5: INTEGRITY PACT**

**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: <ul style="list-style-type: none"> <li>i. Retailer having valid drug retail sales licensed on FORM 9 and 11</li> <li>ii. Whole seller having valid drug sales licensed by way of whole sale</li> </ul>   |                                   |
| 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: <ul style="list-style-type: none"> <li>i. Proprietor/owner of the firm; and</li> <li>ii. Qualified person of the firm; and</li> <li>iii. Focal person officially made responsible by the authorized firm for day to day collection of prescriptions/indents and delivery</li> </ul>                            |                                   |
| 3.   | Please provide attested copies of the following document also: <ul style="list-style-type: none"> <li>i. Duly attested photo copy of the CNIC of Proprietor</li> <li>ii. Valid drug retail sale licensed on FORM 9 and 11 (Retailer)/ Valid drug sale by the way of whole sale (Wholesaler)</li> <li>iii. Qualified person CV, CNIC, along with educational credentials and copy of Pharmacy category issued by Pharmacy council of Pakistan.</li> </ul>  |                                   |
| 4.   | Please provide attested copies of the following Tax related valid documents; <ul style="list-style-type: none"> <li>i. National Tax Number (NTN) of the firm for Income Tax, and</li> <li>ii. Last year Income Tax Return of the firm; and</li> <li>iii. Active Tax payer on FBR Registration Certificate; and</li> <li>iv. Bank statement of the applicant firm</li> <li>v. Good performance certificate from the last organization stating no conviction/not under trial in any court of law</li> </ul> |                                   |
| 5.   | Please provide the following valid information regarding applicant bidder: <ul style="list-style-type: none"> <li>i. Complete street address of the: <ul style="list-style-type: none"> <li>a. Setup as mentioned in the Drug Sale Licenses including Shop No.</li> </ul> </li> </ul>   |                                   |



|    |  |  |
|----|--|--|
|    | <ul style="list-style-type: none"> <li>ii. Valid and working official land line/mobile numbers; and</li> <li>iii. Valid mobile phone number/s of the focal person</li> </ul>   |  |
| 6. | <p>Besides all other TORs mentioned in the SBD at Page 20,</p> <ul style="list-style-type: none"> <li>i. The financial offer shall separately enclose in another sealed envelope along with the bid cover sheet.</li> <li>ii. The financial offer must be computerized, clear worded with no ambiguous codes/abbreviation.</li> <li>iii. Any erasing/ cutting / overwriting etc. appearing on the offer, may lead to cancellation</li> <li>iv. The tender shall be valid till 30-06-2021, however can be extended on patients need basis by the Medical superintendent until finalization of the tender for the next financial year.</li> </ul>  |  |
| 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"> <li>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 &amp; selection of items for which the Firm has applied for competition; and</li> <li>ii. 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; and</li> <li>iii. 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.</li> <li>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 Services Hospital Peshawar and/or Government of Khyber Pakhtunkhwa, Health Department, confiscation of bids security and / or any other lawful action as deemed appropriate by the Services Hospital Peshawar, including that to be taken in concert with the Provincial Drug</li> </ul> |  |

|    |   |  |
|----|---|--|
|    | <p>Control or any other body / entity of the Federal Government; and</p> <p>v. I have fully understood that no such documents shall be entertained by the hospital, which is issued after due date of Bid opening.</p> <p>vi. I have fully understood that for status of Bank transaction statement the closing date is bid/tender advertisement date.</p>  |  |
| 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**

**Name of the Contract:{ LP of Medicines/SD/NDI}**

To: [Name and address of Procuring Agency]

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 LP of medicines/surgical disposables/NDIs.

We undertake, if our bid is accepted, to deliver the Goods in accordance with terms and condition of 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. [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 Services Hospital Peshawar for the year 2020-21 The Bidder shall provide maximum discount offer on the firm's official letter head.

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

**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 Services Hospital Peshawar 2020-21

In response to advertisement related to the bidding process / competition regarding award of LP contract of medicines/SD/NDI for 2020-21 for Services Hospital Peshawar, 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 Services Hospital Peshawar/Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by Services Hospital Peshawar/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 Services Hospital Peshawar/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 Services Hospital Peshawar/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 Services Hospital Peshawar/GoKP under any law, contract or other instrument, be voidable at the option of Services Hospital Peshawar/GoKP; and
5. That notwithstanding any rights and remedies exercised by Services Hospital Peshawar/GoKP in this regard, [Name of Supplier] agrees to indemnify Services Hospital Peshawar/GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Services Hospital Peshawar/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 Services Hospital Peshawar/GoKP.

Signatures with stamp

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

For Messrs. [Name of Supplier]

Witness No. 1

Witness No. 2

(Signatures, name, father's name, CNIC & address of each Witness)

## **CONTRACT AGREEMENT**

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

The **Medical Superintendent** Services Hospital, Peshawar (herein after referred as **Contractee**, 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 Drugs items as local purchase contractor for the FY 2020-21 to the **Contractee**. The **Contractor** shall supply PPEs/Disposal of hospital waste/local purchase Medicine for Services Hospital, Peshawar entitle for PPEs / 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 Indent/OPD slip duly signed by the Medical Superintendent/authorized or designated official for this purpose of Services Hospital, Peshawar shall be honored.
3. **In consideration of the approved discounted rate @ ..... %,( All tax included) the Contractor shall deposit an amount of PKR. 05 Lac as earnest money in the Medical Superintendent Services Hospital Peshawar 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 2020-21) 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 **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 2<sup>nd</sup> 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) supply during the month with bills for checking purpose. The **Contractor** shall note the name along with 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 approve rate to make the losses compensate.
14. Not with standing any clause contained herein above: It is hereby agreed by both the parties that the **Contractee** at all times 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 polices 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 2020-21, 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 ----- 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. Police Services Hospital being **Contractee** can sue the **Contractor** and can be sued.

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

**Contractor**

-----

-----

**Contractee**

**Medical Superintendent**

**Services Hospital Peshawar**

## Bid form-7 Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with Services Hospital Peshawar 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 Services Hospital Peshawar's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with any Services Hospital Peshawar official or employee or an immediate family member of any Services Hospital Peshawar 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 Services Hospital Peshawar 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 Services Hospital Peshawar'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 Services Hospital Peshawar 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 Services Hospital Peshawar 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 Services Hospital Peshawar 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 Services Hospital Peshawar official, employees                               | ( ) Relationship to employee<br>_____     |
| or immediate family members with whom there may be a potential conflict of interest. | ( ) Interest in vendor's company<br>_____ |
|  | ( ) Other<br>_____                        |

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative      Date      Printed Name of Vendor  
 \_\_\_\_\_

Procurement Use Only

\_\_\_\_ Yes, named employee or official was involved in the procurement process or decision.

\_\_\_\_ No, named employee or official was not involved in the procurement process or decision.