



**DISTRICT HEAD QUARTER HOSPITAL
SUJAWAL**

BIDDING DOCUMENTS

**PROCUREMENT OF DIET MATERIALS FOR INDOOR
PATIENTS AT DHQ SUJAWAL FOR
THE FINANCIAL YEAR 2023-2024
DUE ON 21th AUGUST, 2023 AT 12:00 Noon**

Issued By:

**Office of Civil Surgeon/Medical Superintendent,
District Head Quarter Hospital Sujawal.**

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OFFICE OF THE
CIVIL SURGEON/MEDICAL SUPERINTENDENT
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PATIENT DIET ITEMS FOR THE FINANCIAL YEAR 2023-2024.

<u>S.No</u>	<u>A/U</u>	<u>NAME OF PRODUCT</u>	<u>SIZE</u>	<u>QTY</u>	<u>RATE</u> <u>including all</u> <u>taxes</u>	<u>MFG</u>
1	<u>DIET ITEMS</u>	Custard	Large	As per requirement		
2		Apples (Golden)	PerDozen	As per requirement		
3		Bell-Pepper	PerKg	As per requirement		
4		Black Chilies	PerKg	As per requirement		
5		Bread	Large	As per requirement		
6		Cabbage	PerKg	As per requirement		
7		Cardamom	PerKg	As per requirement		
8		Coriander Seeds	PerKg	As per requirement		
9		Carrot	PerKg	As per requirement		
10		Chicken Meat	PerKg	As per requirement		
11		Cooking Oil	Per16 ltr tin	As per requirement		
12		Cumin	PerKg	As per requirement		
13		Dish Washing Soap	PerCarton	As per requirement		
14		Egg	PerDozen	As per requirement		
15		Fenugreek Leaves	PerKg	As per requirement		
16		Fish	PerKg	As per requirement		
17		Flour	PerKg	As per requirement		
18		Fried Chicken Spices	PerPacket	As per requirement		
19		Fried Fish Spices	PerPacket	As per requirement		
20		Fried Goat Spices	PerPacket	As per requirement		
21		Garlic	PerKg	As per requirement		
22		Ginger	PerKg	As per requirement		
23		Goat Meat	PerKg	As per requirement		
24		Green-Pepper	PerKg	As per requirement		
25		Pulses (Mash)	PerKg	As per requirement		
26		Match Box	PerPacket	As per requirement		
27		Fresh Milk (liquid)	Perlit	As per requirement		
28		Mix Spices	PerPacket	As per requirement		
29		Onions	PerKg	As per requirement		
30		Oranges	PerKg	As per requirement		
31		Plum	PerKg	As per requirement		
32		Potatoes	PerKg	As per requirement		
33		Pulses (Mong)	PerKg	As per requirement		
34		Red Chillies	PerPacket	As per requirement		
35		Rice Cella	PerKg	As per requirement		
36		Salt (Iodine)	PerPacket	As per requirement		
37		Sugar	PerKg	As per requirement		
38		Tea	Per Cup	As per requirement		
39		Tomatoes	PerKg	As per requirement		
40		Turmeric	PerPacket	As per requirement		
41		Biryani Masalla	PerPacket	As per requirement		
42		Mix Vegetable Spices	PerPacket	As per requirement		

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43		Cilantro	PerKg	As per requirement		
44		Curd	Per Kg	As per requirement		
45		Chickpeas	Per kg	As per requirement		
46		Peas	Per kg	As per requirement		
47		Fried onion(ready to cook)	Per pkt	As per requirement		
48		Pumpkin	Per kg	As per requirement		
49		Prunes (SukalAlubukhar)	Per kg	As per requirement		
50		Apricot	Perkg	As per requirement		
51		Chikoo	Perkg	As per requirement		

TERMS & CONDITIONS/CRITERIA:

1. The Tender will be submitted to the office of Civil Surgeon/Medical Superintendent DHQ Hospital Sujawal.
2. Tender/Bidders are required to comply with all the clauses mentioned in the terms and conditions of the tender along with submission of all the relevant documents. In case of any deviation/incomplete documents, tender will be prohibited for competing in the tender/ render their offer invalid.
3. Tenders who do not fulfill the following prescribed conditions are liable to be rejected.
4. In this tender method of procurement, as per *SPPRA-2010* will be *SINGLE STAGE ONE ENVELOPE* (Bid should be submitted in a single package containing the technical proposal and the financial proposal duly Book Let bended).
5. Envelope should be marked as ***“TECHNICAL PROPOSAL”*** & ***“FINANICAL PROPOSAL”*** in bold and legible/readable letters.
6. Proof of payment of cost of tender Purchase shall be required at the time of opening the tender, Original receipt must be attached with ***“TECHNICAL BID”***.
7. No tender will be entertained without Call Deposit/Bid Security. Conditional Tender shall not be accepted.
8. Sample tender proforma (Technical & Financial) are provided. These may be filled and returned dully signed and stamped or similar proforma may be reproduced by typing or through computer printing.
9. The original Bank Draft/Pay Order of Bid security should be attached with the ***FINANCIAL OFFER/PROPOSAL. Sealed envelope.***
10. The disclosure of firm's product price at the time of opening of technical proposal will result in to rejection of the bid/offer.
11. The security of technical bids/offers will be performed by the technical committee first preference will be given to good quality product (Most advantageous Bid). The financial offers of technically disqualified bidders shall be returned after evaluation.
12. The bidder must provide complete details of their financial standing, listing of similar work/contract.
13. Over writing, cutting, erasing in tender document will result in to cancellation of the bid if not dully signed and stamped by the authorized person.
14. Rate offered shall be valid for current financial year price escalation will not be allowed.
15. If supplier/firm does not supply the products in accordance with the supply order or fail to supply according to the terms and conditions or in case of any other default, it will be black listed and earns money/security deposit will be forfeited.
16. The decision once taken will be final will not be open to the criticism or challengeable.
17. Income tax and other taxes will be deducted according to the Government Rules.
18. Fluctuation in Government taxes will be paid by the successful bidders.

19. Revised schedule of taxes / any new taxes if & when announce by the Government during the current financial year taxes will be paid by the successful bidders.
20. The purchaser reserves the rights to increase/decrease or delete the quantities of good/service originally specified in the schedule of requirements without any change in unit price or other terms and conditions of goods at any time during the contract period.
21. The purchaser also reserves the right to purchase full or part of the store or ignore/scrape/cancel the tender as per relevant Rules or **SPPRA-2010**.
22. Conditional tenders will not be accepted without sample bid will be not accepted.
23. List of litigations/ court cased between the firm and clients should be provided on an affidavit that the firm has not been black listed by any Government/ Autonomous organization.

EVALUATION CRITERIA

The following documents are to be submitted along with tender in the same sequence as mentioned below:

1. Original Tender Purchase Receipt

2. Original bidding documents (dully stamped, signed & filled)
3. Valid Bid security (without amount) in technical proposal and original (showing amount) in financial proposal (sealed envelope)
4. Valid income Tax payer (principle activity must be as a Goods/Importer/Distributor/sub-distributor/ wholesaler) or Income Exempted Certificate.
5. Active Sales Tax Certificate.
6. Bidder must have at least three years or more performance certificates of different government hospitals / Institutes.
7. Certificate that the firm will abide all terms and conditions of the tender
8. Professional Tax Certificate.
9. Undertaking.
10. Proven track of last 03 years of quoted items in Government Hospitals/Institutes (same business)

PURCHASERS RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The purchaser reserves the right to increase/ decrease or delete the quantities of goods etc at the time of award of contract and also reserves the right to enhance the quantity by 15% goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions of good at any time during the contract period.

The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidders or Bidders on the grounds for the purchaser action.

UNDERTAKING

1. That I/we agree whether our accepted for total or enhanced quantity for all or any single items. I/we also agreed to supply and accept the said item at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
2. I/we understand and confirm the refund of cost difference if the same goods is/was supplied at lower rates to any other Government/Semi-Government Institution in the province in the same fiscal year.
3. I/we undertake that, if any of the information submitted in accordance to this tender enquiry found incorrect our contract any cancelled at any stage on our cost and risk.

CERTIFICATE

We guarantee to supply the stores exactly in accordance with the requirements specified in the invitation to this tender.

Income tax and other taxes will be deducted according to the Government Rules.

Fluctuation in Government taxes will be paid by the successful bidders.

Revised schedule of taxes / any new taxes if & when announce by the Government during the current financial year taxes will be paid by the successful bidders.

Signature of Vendor/Supplier:

Designation:

Address:

Contract Agreement

This Agreement (the "**Agreement**") is entered into _____ (the "**Effective Date**"), by and between _____, with an address of _____ (the "**Seller**") and _____, with an address of _____, (the "**Buyer**"), also individually referred to as "**Party**", and collectively "**the Parties**."

BACKGROUND:

The Seller is the manufacturer/ distributor of the following product(s):

_____;

and

The Buyer wishes to purchase the aforementioned product(s).

THEREFORE, the Parties agree as follows:

1. **Sale of Goods.** The Seller shall make available for sale and the Buyer shall purchase _____ (the "**Goods**").
2. **Delivery.** The Seller shall deliver the Goods to the Buyer at _____. The Goods shall be deemed delivered when the Buyer has accepted delivery at the above-referenced location. The shipping method shall be determined by the Seller, but the Buyer will only be responsible for shipping costs up to _____.
3. **Purchase Price & Payments.** The Seller agrees to sell the Goods to the Buyer for _____. The Seller will provide an invoice to the Buyer at the time of delivery. All invoices must be paid, in full, within thirty (30) days. Any balances not paid within thirty (30) days will be subject to a five percent (5%) late payment penalty.
4. **Inspection of Goods & Rejection.** The Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, the Buyer must reject them at the time of delivery or within five (5) business days from the date of delivery. If the Buyer has not rejected the Goods within five (5) business days from the date of delivery, the Buyer shall have waived any right to reject that specific delivery of Goods. In the event the Buyer rejects the Goods, the Buyer shall allow the Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the particular Goods, as well as the Seller and the Buyer.
5. **Risk of Loss.** Risk of loss will be on the Seller until the time when the Buyer accepts delivery. The Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at the Seller's own expense.

6. **Title.** Title to the Goods will remain with the Seller until the Buyer accepts delivery.
7. **Excuse for Delay or Failure to Perform.** The Seller will not be liable to the Buyer for any delay, non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of the Seller's control. The Seller shall notify the Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.
8. **Termination.** This Agreement may be terminated at any time by either Party upon written notice to the other Party. The Buyer will be responsible for payment of all Goods delivered and accepted up to the date of termination.
9. **Disclaimer of Warranties.** The Goods Are Sold 'As Is'. The Seller Expressly Disclaims All Warranties, Whether Express Or Implied, Including, But Not Limited To, Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose.
10. **Limitation of Liability.** Under No Circumstances Shall Either Party Be Liable To The Other Party Or Any Third Party For Any Damages Resulting From Any Part Of This Agreement Such As, But Not Limited To, Loss Of Revenue Or Anticipated Profit Or Lost Business, Costs Of Delay Or Failure Of Delivery, Which Are Not Related To Or The Direct Result Of A Party's Negligence Or Breach.
11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
13. **Remedies and Legal Fees.** In the event of a dispute, the Buyer's sole remedy for any and all losses or damages resulting from defective Goods or from any other cause will be for the purchase price of the particular Goods with respect to which losses or damages are claimed, plus any shipping costs paid by the Buyer. In the event such dispute results in legal action, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
15. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by _____ law.
16. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.
17. **Income tax and other taxes** will be deducted according to the Government Rules.
18. Revised schedule of taxes / any new taxes if & when announce by the Government during the current financial year taxes will be paid by the successful bidders.
19. **Fluctuation** in Government taxes will be paid by the successful bidders.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Director

Signed: _____

Name: _____

Date: _____

Vendor

Signed: _____

Name: _____

Date: _____

Note

1. All the above said instructions, terms and conditions in this bidding document must be read carefully for compliance; else the offer will be ignored.
2. In case of discrepancy between the unit price and total, the unit price shall prevail

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1. All the above said instructions, terms and conditions in this bidding document must be read carefully for compliance; else the offer will be ignored.
2. In case of discrepancy between the unit price and total, the unit price shall prevail
3. Institute reserves the right to ask and verify any document from the participants related with Manufacturer / Importer of item, to assess the quality.
4. All the Bid documents should be submitted page wise; any missing of papers will not be responsible of procurement authority.
5. Shortfall of any document given under evaluation criteria shall render the Bidding firm ineligible for competition.


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