

**TEHSIL HEAD QUARTER
HOSPITAL BUREWALA
PRIMARY & SECONDARY HEALTHCARE
DEPARTEMNT**

BIDDING DOCUMENTS

FOR

**PROCURMENT OF BIO-MEDICAL EQUIPMENT of
HOSPITAL LAB**

BID REFERENCE NO.02/2019-20

(FISCAL YEAR 2019 - 20)

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A. INSTRUCTIONS TO BIDDERS (ITB)

General Instructions:

1. Content of Bidding Document

1.1 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:

- (a) Instructions to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Contract Form;
- (g) Authorization Form;
- (h) Performance Guarantee Form;
- (i) Bid Form; and
- (j) Price Schedule

1.2 In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in 1.1 said Bidding Documents shall take precedence.

1.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

2. Source of Funds

2.1 (Government of Punjab provide funds for the development schemes of district health authority Vehari).

3. Eligible Bidders

3.1 A Bidder shall be a private, public or government owned legal registered entity with the formal intent (as evidenced by a letter of intent) to enter into an agreement or under an existing agreement.

3.2 The bidder must be an active payer. National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by bidder(s).

3.3 A Bidder who has been barred or disqualified/blacklisted either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an affidavit to this effect.

3.4 If the Government of Pakistan prohibits commercial relations with any country, any bidder/goods of such countries/dealing with such countries are ineligible to apply.

3.5 The bidder can submit only one bid against an item. If the bidder quotes an alternative bid or submit two bids then the bidder will be considered as non-responsive.

3.6 The bidder shall provide all information required in the bidding documents (evaluation criteria & specifications etc.) and documents to substantiate its claim for eligibility.

3.7 Additional eligibility requirement (if any) is defined in the Bid Data Sheet.

4. Eligible Goods and Services

4.1 Further, country of origin of goods could be from any geographical region of the world as per laws of Pakistan.

4.2 For the purpose of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as transportation, insurance, after sale service, spare parts availability, etc. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.

4.3 The quoted electric equipment must comply with the Standard Electrical Power System of the Country i.e., 220 V/50 Hz.

5. Cost of Bidding

5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation to Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than period (days) specified in Bid Data Sheet.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring Agency, 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. Such amendment/response shall be uploaded on the website of procuring agency or sent to all prospective Bidders that have received the bidding documents, and shall be binding on them.

7.2 The Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

8.1 The Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 29.2.

8.2 The determination shall take into account the Bidder's financial, technical or production capabilities (in case of manufacturer), infrastructure of the firm, past performance in similar contracts, engineering staff and their capabilities, inventory of spare parts, repair and calibration tools, workshop facilities to provide the after sales services. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 29.2, as well as such other information/ premises visit as the Procuring Agency deems necessary and appropriate.

8.3 An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

8.4 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.

8.5 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false, fabricated and materially inaccurate or incomplete.

8.6 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be debarred & blacklisted as provided in Punjab Procurement Rules, 2014.

9. Corrupt or Fraudulent Practices

9.1 The Procuring Agency requires that all Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of PPR 2014 and its subsequent amendments, if any, the Procuring Agency:

a. defines, for the purposes of this provision, the terms set forth below as follows:

(i) **coercive practice** by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **Collusive practice** by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish

Prices at artificial, noncompetitive levels for any wrongful gain;

- (iii) **Corrupt practice** by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) **fraudulent practice** by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (v) **obstructive practice** by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.
- b. shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

Preparation of Bids

10. Language of Bid

10.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial proposal);
- (b) Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (c) Documentary evidence established in accordance with ITB Clause 16 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

12. Bid Form and Price Schedule

12.1 The Bidder shall complete the Bid Form (**Annex-A**) and an appropriate Price Schedule (**Annex-B**), furnished in the bidding documents indicating the goods to be supplied, a brief description of the goods, specifications, quantity, prices, make, model, country of origin, country of manufacturer and port of shipment in case of imported equipment.

13. Bid Prices

13.1 The Bidder shall indicate on the Price Schedule the Unit Prices and Total Package Price of the goods, it proposes to supply under the Contract.

13.2 Form for Price Schedule is to be filled in very carefully, and should be typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number/ bid number of the quoted item may be marked or highlighted with red/yellow marker.

13.3 The Bidder should quote the prices of goods according to the technical specifications for complete package/tender. **Optional items are mandatory to quote but will not be considered while determining the lowest bidder.** The specifications of goods, different from the demand of enquiry and packaged items, shall straightway be rejected.

13.4 The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

13.5 While tendering your quotation, the present trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained after the bid has been submitted.

13.6 The bidder shall have to quote the prices as per mode (DDP and CFR/CPT) as specified in the technical specifications. In case both modes are mentioned in the technical specifications, the bidder shall have to quote both DDP & CFR/CPT prices, otherwise offer of the firm will straight away be rejected.

14. Bid Currencies

14.1 For DDP, price shall be quoted in PKR. In case of CFR/CPT tender, the Prices shall be quoted in \$, £, €, ¥ and CHF.

14.2 State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of Financial Bid for comparison purposes.

15. Documents Establishing Bidder's Eligibility and Qualification.

15.1 The Bidder shall furnish, as part of its technical bid, documents (as specified in ITB Clause 3 above) establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

15.2 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall be as specified in the evaluation criteria, technical specifications etc.

16. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

16.1 Pursuant to ITB Clause 11, the Bidder shall furnish along with technical proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods (as specified in the evaluation criteria, technical specifications etc.), which the Bidder proposes to supply under the Contract.

16.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered.

16.3 The bidder is required to arrange sample (s) of quoted equipment for evaluation on direction of the department; the bidder shall provide the sample or give demonstration as per requirement for evaluation/ satisfaction of the Committee.

17. Bid Security

17.1 The value, validity & shape of Bid Security to be submitted by a bidder along with its bid is indicated in the Bid Data Sheet.

18. Bid Validity

18.1 Bids shall remain valid for a period, after opening of a bid, as specified in the Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. Any extension in bid validity will be dealt as per mechanism provided in rule 28 of Punjab Procurement Rules, 2014.

Submission of Bids

19. Format and Signing of Bid

19.1 The bid shall be typed and shall be signed by the Bidder or Lead Bidder (in case of tender with the permission of alliance/ Joint venture for the bidding of complete package i.e. more than one item in a single tender) or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.

19.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

19.3 All bidding documents to be duly attested (signed and stamped) by the authorized person of bidder.

20. Sealing and Marking of Bids

20.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. It should contain the package name and its number.

20.2 The inner and outer envelopes shall:

- a) be addressed to the Procuring Agency at the address given in the Invitation to Bids; and
- b) bear the Procuring Agency name and number indicated in the Invitation to Bids, and shall be inscribed by the following sentence: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Invitation To Bid.

20.3 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 as non-responsive or late.

20.4 If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

21. Deadline for Submission of Bids

21.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address, time and date specified in the Invitation to Bids.

22. Late Bid

22.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 21 shall be rejected and returned unopened to the Bidder.

23. Withdrawal of Bids

23.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

23.2 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 in ITB Clause 18.2 Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

The Bidding Procedure

24.1 The procedure for selection of Contractor shall be used for the procurement is specified in the Bid Data Sheet. The detail description of the procedure is described in Rule 38 of Punjab Procurement Rules, 2014.

Opening and Evaluation of Bids

25. Opening of Bids by the Procuring Agency

25.1 The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL in the presence of Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation to Bids. The Bidders’ representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the envelope marked as “FINANCIAL PROPOSAL shall remain unopened and be retained in safe custody of the Procuring Agency till completion of the evaluation process.

25.2 The Bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal/ bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 21. However, at the opening financial proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

25.3 The Procuring Agency shall read aloud the Unit Price as well as the Bid amount and shall record minutes of bid opening.

26. Clarification of Bids

26.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid, as provided in Rule 33 of PPR 2014. The request for clarification and the response shall be in writing, and no change in the prices or substance of bid like indication or re-indication of make/model/brand etc. shall be sought, offered, or permitted.

27. Preliminary Examination

27.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether

required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

27.2 In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall 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 Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

27.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.4 Prior to the detailed evaluation, pursuant to ITB Clause 27 the Procuring Agency shall 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 shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

27.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

28. Evaluation and Comparison of Bids

28.1 The Procuring Agency shall evaluate and compare the bids on the basis of Single items/ Complete package (As demanded in the advertised tender), which have been determined to be substantially responsive, pursuant to ITB Clause 25.

28.2 The Procuring Agency's evaluation of technical proposal/ bid shall be on the basis of evaluation criteria, technical & managerial capabilities and previous performances of quoted product/model.

28.3 All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 29) and other terms and conditions set forth in these bidding documents.

28.4 For the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees in pursuant to ITB Clause 13 & 14.

28.5 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

29. Evaluation Criteria

29.1 For the purposes of determining the lowest evaluated bid, factors other than price such as previous performances and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration and these should be available with the bidder. The following evaluation factors/ criteria will be employed on **technical proposals**.

29.2 Technical Evaluation Criteria

TECHNICAL EVALUATION CRITERIA

(KNOCKED DOWN CRITERIA)

- i. The Bidder shall attach relevant documents as required in Clause 3 of ITB.
- ii. The bid must comply with the advertised technical specifications of the quoted item. Incomplete offer will straightaway be rejected.
- iii. The firms shall also declare the make, model & country of origin of all accessories to be provided with the equipment.
- iv. The Bidder shall authorize a representative through Authorization or Power of attorney for the bidding process.
- v. The quoted model of the product shall be available on the current official website of the manufacturer; otherwise the quoted product shall be considered obsolete/ redundant and will straight away be rejected (Bio-medical or imported equipment and machinery).

- vi. The product must comply with International Quality Standards as indicated in the Technical Specifications.
- vii. Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the local sole agent and in case of change of local agent, they will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning in case of Bio-medical Equipment.
- viii. The bidder will attach the list of relevant Test & Tool Equipment required for repair, maintenance and calibration of the quoted product.
- ix. The bidder shall attach Balance Sheets and Income Tax Returns (for Last Two Years).
- x. A Certificate from the manufacturer that the installation will be conducted in conformity with the system requirements by following the professional approach.
- xi. Satisfactory Past performance of the bidder for quoted product.
- xii. Sufficient Technical and Engineering capabilities of the firm; where after sales services are necessary (attach a list of technical and engineering staff, special testing equipment/calibration/ repair tools for equipment).
- xiii. The firm must have all kind of testing and calibration equipment which is required to maintain the products which they are dealing. The list of all required testing equipment will be provided along with the bid including its model number and serial numbers. The available testing equipment must be calibrated. The offers without no availability of required testing equipment will be straightaway rejected.
- xiv. Submission of valid legally enforceable exclusive authorization letter of manufacturer assuring full guarantee and warranty obligations as per enclosed manufacturer authorized form with the bid document.
- xv. The medical equipment offered from foreign countries of USA, Europe and Japan shall be eligible to participate and must bear FDA510k, CE(MDD) or MHLW (Ministry of Health, Labor and Welfare) standard, respectively and those products should be marketed world widely; in case the origin is not mentioned in the specifications. (The product manufactured and marketed for certain region shall be knocked down). In case of high-tech equipment, any of the above mentioned two certificates are mandatory. The country of manufacturer other than USA, Europe and Japan will be acceptable only if it is specifically mentioned in the advertised tender/Specifications.
- xvi. The non-medical equipment / Machinery items must bear the relevant international applicable quality standards.
- xvii. The quoted model of imported product shall be available on the current official website of the manufacturer; otherwise the quoted product shall be considered obsolete/redundant and will straight away be rejected.
- xviii. Infrastructure for execution of after sales services mentioned by the bidder shall be evaluated for its suitability as per provisions given in specifications and other requirements detailed in the technical specifications of the bidding documents.
- xix. The firms shall also declare the make, model, country of origin of all accessories to be provided with the equipment.
- xx. The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services.
- xxi. i)-An affidavit from bidder of Rs.100/- stating that their firm is not blacklisted by any of the Federal and Provincial Government or organizations of the State/ Central Government in Pakistan.

ii)-The contractor will be given an undertaking on a judicial paper worth Rs. 100/- that the quoted prices / negotiated prices are not more than the prices charged from any other Government institutions. In case of any discrepancy the over charged amount will be recovered / refunded by the contractor
- xxii. The template of bid evaluation report is attached as Annex -. The Technical status of offers will be declared as Responsive, Non-Responsive and Substantially Responsive.

- xxiii. The offer will be considered as responsive if it fully meets the tender requirement and specifications. The offer which will not be as per requirement of tender and specifications is to be declared as non-responsive. The offer which contains the minor deviations from the specifications and the deviations would not have any kind of effect on the quality, efficiency, reliability and durability of products will be declared as substantially responsive, this need to be determined by the Technical Evaluation Committee. The offers which are declared as Responsive and Substantially Responsive will be considered as equivalent for the onward proceedings of tender.
- xxiv. The Bidder shall have to present samples of the quoted product within period as mentioned in the Bid Data Sheet on the request of the department for its evaluation.

29.2.1 Bidders are required to submit the information in the following format along with documentary evidence as under.

29.2.2 Profile of the Bidder

The Bidders are required to submit its profile.

Sr.#	Particulars	
1.	Registered Office	
	Address	
	Office Telephone Number	
	Fax Number & E-mail	
2.	Authorized Person	
	Name	
	Personal Telephone Number	
	Email Address	

29.3 Financial proposals would be evaluated as follows:

- i) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. All bidders' in attendance at the time of opening of financial proposals shall sign an attendance sheet.
- ii) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened, and the Unit Price as well as the Bid amount read aloud and recorded. Financial proposals of the technically non-responsive bidders shall be returned unopened as per procedure prescribe in PPR 2014.
- iii) Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- iv) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.
- v) The bidders will quote the Price Schedules. The total price of the system will be calculated by converting the price to single currency (PKR) on the exchange rate of date of opening of Financial Proposal; in case of import of item.
- vi) In case where both DDP & CFR/CPT prices are required, lowest will be determined on the basis as indicated in the Bid Data Sheet.

30. Contacting the Procuring Agency

30.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

30.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

31. Rejection of Bids

31.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

31.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 30.1 towards Bidders who have submitted bids.

31.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

31.4 The items contained in the tender should be bid in total and technical rejection of any item not complying with the technical specifications may lead to the rejection of complete Tender.

31.5 A procuring agency may for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in Rule 4 of PPR 2014 and shall immediately communicate the decision to the bidders.

32. Re-Bidding

32.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 30, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

32.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

33. Announcement of Evaluation Report

33.1 The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids at least **Ten Days** prior to the award of procurement Contract.

Award of Contract

34. Acceptance of Bid and Award criteria

34.1 The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government shall be awarded the Contract, within the original or extended period of bid validity for complete package/Tender.

34.2 The Bidder having lesser Bid Security will be rejected as non-responsive and Acceptance of Bid be awarded to next bidder; being the responsive lowest bidder.

35. Quantity of an Item

35.1 The Procuring Agency reserves the right at the time of Contract award to increase the quantity of goods (15% as repeat order) originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms & conditions.

36 Limitations on Negotiations

36.1 Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the Punjab Procurement Regulatory Authority and its subsequent amendments, if any.

37. Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing that its bid has been accepted.

37.2 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

38. Signing of Contract

38.1 The Procuring Agency will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Guarantee within 07(seven) Days after issuance of AAT. After receipt of Performance Guarantee (having validity equivalent to Total warranty period of equipment) and Stamp Duty, the procuring Agency and successful bidder will sign and date the formal Contract.

38.2 If the successful bidder shows inability to sign the contract or failed to deposit Performance Guarantee & Stamp duty etc, then their Bid security/Contract security to the extent of proportionate

percentage shall be forfeited and the firm shall be blacklisted minimum for three years for future participation. In such situation, the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

38.3 The contract is to be made on stamp paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under prevailing clauses of Stamp Act 1899.

38.4 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules – 2014.

39. Performance Guarantee

39.1 On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The shape & value of Performance Guarantee to be submitted is indicated in the Bid Data Sheet.

39.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Clause 38.1 shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

39.3 The firms which have mentioned the extended comprehensive warranty Free of Cost; their percentage of submission of Performance Security will be increased by 1% against each free year e.g., a firm provided extended comprehensive warranty free of cost for 04 years then the firm will bound to submit additional 04% of Performance Security. No payment shall be made for extended comprehensive warranty for item (s) against which the firm quoted extended comprehensive warranty free of cost.

40. Schedule of Requirement

40.1 The supplies shall be delivered/shipped as per schedule of requirement indicated in the Bid Data Sheet.

40.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty shall be imposed shall be imposed upon the Supplier as indicated in Bid Data Sheet.

40.3 In case of DDP the delivery period will be started from the date of issuance of Purchase order/signing of the Contract and in the case of CFR/CPT it will be from the date of establishment of LC by the Bank in favor of manufacturer/Beneficiary.

41. Redressal of grievances by the Procuring Agency

41.1 The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

41.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

41.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

41.4 Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

BID DATA SHEET

ITB CLAUSE	DESCRIPTION				
3	Basic Eligibility requirements are as indicated in clause 3. Additional Eligibility: i. All Original manufacturer and authorized Sole Agents of Foreign / Local Manufacturer are eligible bidders for Biomedical Equipment / Instruments / Medical Furniture. ii. All original Manufacturer and authorized distributors of Manufacturer/Sole Agent are eligible bidders for minor products for which after sale services are not required.				
6	Procuring Agency shall respond to requests for clarification which it received on or before 15TH July 2019 in the Office of Medical Superintendent THQ Hospital Burewala.				
10	Language of Bid & correspondence shall be English.				
13.6	The bidder shall have to quote the prices as per mode (DDP and CFR/CPT) specified in the technical specifications. In case both modes are mentioned in the technical specifications, the bidder shall have to quote both DDP & CFR/CPT prices, otherwise offer of the firm will straight away be rejected.				
14	For DDP, price shall be quoted in PKR. In case of CFR/CPT tender, the Prices shall be quoted in \$, £, €, ¥ and CHF. Including all Ex-work, Transportation, Storage charges till the destination.				
17	Bid Security is 2% of estimated cost mentioned against every item.				
18	Sample must be submitted within 10 Days from the date of opening of technical bids.				
24	Single Stage-Two Envelope Bidding Procedure as per rule (38) (2)(a) of Punjab Procurement Rules 2014 shall be used for selection of Contractors.				
N/A	Address for communication: (MEDICAL SUPRINTENDENT THQ HOSPITAL BUREWALA)				
29.2 (vi)	The Bidder shall have to submit samples of the quoted equipment within 10 Days of technical opening.				
29.3 (vi)	i. In case where only DDP prices are required, lowest bidder will be determined on the basis of DDP price (price of the main unit along with standard accessories for one-year comprehensive warranty plus extended comprehensive warranty where required in specifications (Service Level Agreement) in PKR @ Net Present Value on one-year basis).				
39	Performance Guarantee will be 5% of the Contract Value in the shape of Bank Guarantee from any scheduled bank. Bank Guarantee will be valid for the warranty period of the equipment.				
40.1	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Mode of penalty</th> <th style="text-align: center;">Shipping/Delivery Period</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Without Penalty</td> <td style="text-align: center;">30 Days for DDP</td> </tr> </tbody> </table>	Mode of penalty	Shipping/Delivery Period	Without Penalty	30 Days for DDP
Mode of penalty	Shipping/Delivery Period				
Without Penalty	30 Days for DDP				
40.2	In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.				

List of items

TENDER FOR THE PURCHASE OF BIO-MEDICAL EQUIPMENT.

1. ELECTROLYTE ANALYSER

Sr#	Name of equipment	Estimated cost	Amount of bid security
1	Electrolyte analyser	450,000	2% of estimated cost

TECHNICAL SPECIFICATIONS

Automated microprocessor-controlled electrolyte system that uses ISE (Ion Selective Electrode) technology to make electrolyte measurements i.e. combinations of Na⁺, K⁺, Cl⁻, Li⁺, Ca⁺⁺, and pH in whole blood, serum, plasma, or urine

Detailed Requirement:

ISE System

For measuring electrolytes Na⁺, K⁺, in plasma, Serum and Urine

System should accept Whole Blood, Serum, Plasma, Urine as sample System should be capable of automatic two point calibration along carrying out one-point and two-point calibration manually

System should have 2 or more levels of quality controls

RS 232 or USB Interface

220V 50 Hz, AC

User Adjustable Settings:

Sample Volume Range: Serum/Plasma/Blood <100 ul, Urine <300 ul

Throughput 60 samples/hour or more

Analysis Time: Serum/Plasma/Blood/ Urine = 60 sec

Result storage capacity: 150 - 200 samples

Displayed Parameters:

Simultaneous digital display for the results Selectable adjustable reference range for all parameters

Accessories:

Complete with standard and operation accessories;

Built-in or External Laser Printer

Imported Compatible Sine wave UPS for back up of up to 30 minutes (Emerson, Liebert, Chloride, MGE, APC or Equivalent)

Operating Manual with a Soft Copy

Service Manual with a Soft Copy

Optional:

Measurement of; 1. Cl⁻ 2. Li⁺ 3. Ca⁺⁺ 4. Ph

Country of Manufacturer: USA/EU/Japan

Country of Origin : USA/EU/Japan

Quality Certificate: FDA510K/CE MDD/ Jp MHLW

Mode: DDP

Warranty: Comprehensive 05 Years (01 Year Standard + 04 Year as SLA)

2. ACTIVATED CLOTTING MACHINE

Sr#	Name of equipment	Estimated cost	Amount of bid security
1	Activated clotting machine	250,000	2% of estimated cost

Generic Name: ACT Machine (Activated Clotting Machine)

Clinical Purpose: Activated clotting time (ACT), also known as activated coagulation time is a test of coagulation

TECHNICAL SPECIFICATIONS:

Microprocessor control including tests

PT

APTT

ACT

Or any other Used on both fresh and citrated whole blood sample

LCD display

Data storage for at-least 300 samples

Quality Control Check

Result printing capability

Accessories:

Complete with at least 300 cartridge or more

Optional (if any):

Dual / Single Chamber

Country of Manufacturer: USA/EU/Japan

Country of Origin : USA/EU/Japan

Quality Certificate: FDA510K/CE MDD/ Jp MHLW

Mode: DDP

Warranty: Comprehensive 05 Years (01 Year Standard + 04 Year as SLA)

**DRAFT CONTRACT/
AGREEMENT**

CONTRACT FORM

(On stamp paper worth Rs. @ 25 paisa per every one hundred rupees of the total value of the contract)

THIS CONTRACT is made at _____ on _____ day of _____ 2019, between the (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (*firm name*) a firm having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Purchaser on behalf of its Procuring Agency invited bids for **Framework Contract of goods**, in pursuance where of M/s (*firm name*) being the Manufacturer/ authorized Supplier/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (*item name*) and services in the sum of Rs (*amount in figures and words*) cost per unit, the total amount of (*quantity of goods*) shall be Rs. _____ (*amount in figures and words*) for free delivery items and/or unit price €/£/\$ _____ for the total price _____ €/£/\$ of the items of CFR/CPT portion for establishing the LC.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
 - a. the General Conditions of Contract;
 - b. the Special Conditions of Contract;
 - c. the Procuring Agency’s Notification of Award;
 - d. the Technical Specifications accepted & allied requirements;
 - e. the scope of work;
 - f. the Bid & its clarifications.
 - g. any other documents deem appropriate
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency 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 this Contract at the time and in the manner prescribed by this Contract.
5. [*The Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.

6. Without limiting the generality of the foregoing, [the Seller/ 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 including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
7. [The Supplier] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. [The 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 right and remedies available to Government of the Punjab under any law, Contract or other instrument, be voidable at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, [The Supplier] agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Seller/ 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 Government of the Punjab.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.
11. The Contract shall not constitute a partnership between the parties and that the supplier shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Punjab etc. or be considered as such included.
12. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Sign/ Seal by the Supplying firm

Sign/ Seal by Procuring Agency

Witness

1.

1.

2.

2.

Note: 1. In case of alliance; all the firms have to sign this document jointly along with Procuring Agency, as all firms will bear equal responsibility in execution of the contract.

B. GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means equipment and machinery and other items which the Supplier is required to supply to the Procuring Agency under the Contract.
- d. "The Services" means those services ancillaries to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Procuring Agency, Insurance, transportation of goods up to the desired destinations, commissioning, training and other such obligations of the supplier covered under the Contract.
- e. "GCC" mean the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Procuring Agency" means the (_____) or the procuring agency advertised the tender.
- h. "The Supplier" means the individual or firms or joint venture supplying the goods under this Contract.
- i. "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1 Country of origin of goods could be from any geographical region of the world as per laws of Pakistan, unless otherwise any country of manufacturer mentioned in the specifications.

4. Standards

4.1 The items should comply with the relevant international product quality standards or as per standards mentioned in the specifications.

Use of Contract Documents and Information

5.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies)

to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

7. Submission of Samples

7.1 The samples shall be submitted as per mentioned in the ITB/Evaluation Criteria/Specifications.

8. Ensuring Storage/ Installation Arrangements

8.1 To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. The cost of any minor changes in the site of installation will be borne by the supplier. In case the Supplier abides by the given time frame he shall not be penalized for delay.

8.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

9. Inspections and Tests

9.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

9.2. For the purpose of inspections and tests of equipment. The Supplier shall furnish all reasonable facilities and assistance, to the inspectors at no charge to the Procuring Agency. The inspection team will inspect & test the equipment prior to dispatch (where specified) and categorically mentioned in the LC clauses, the goods shall not be supplied unless a satisfactory inspection report has been issued in respect of those Goods by the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such inspection/lab tests shall be borne by the Manufacturer/ Supplier.

9.3 The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.

9.4 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Physical Examination/ Inspection of Goods

10.1 The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved sample as decided by the Procuring Agency.

10.2 The Inspection Team will be designated by the Procuring Agency which will inspect each of the equipment/ goods as per contracted specifications and installation protocols recommended by the manufacturers.

11. Delivery and Documents

11.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is maximum 30 Days (DDP) from the date of issuance of this contract or opening/ Establishment of LC. The details of original documents to be furnished by the Supplier is indicated in Technical Specifications.

12. Insurance

12.1 The goods supplied under the Contract shall be delivered duty paid (DDP) or CFR/CPT as mentioned under which risk is transferred to the buyer after having been delivered to final destination; hence, marine and inland insurance coverage is Supplier's responsibility. The Supplier shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on the behalf of the Purchaser for which the cost is inclusive in the Contract Price.

13. Transportation

13.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

13.2 Transportation including loading/ unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract.

14. Incidental Services

14.1 The Supplier shall be required to provide all the incidental service charges and the cost of such incidental services include in total Contract price.

14.2 The Procuring Agency will not pay any extra amount against any expenditure incurred on it, as the Contract shall be construed as fixed amount Contract and includes all costs.

14.3 The Procuring Agency will provide all the necessary documentations for facilitation but no amount to be given in any case except the Contracted amount.

14.4 The Procuring Agency will provide all necessary documents for facilitation and Custom Clearance but no amount be given in any case except the Contracted amount. The Octroi, Clearing Charges, transportation etc. will be borne by the Contracting firm.

15. Warranty

15.1 The firm shall maintain the equipment for total comprehensive warranty period (one-year comprehensive plus extended comprehensive warranty period), for complete system including parts & labour. The payment for extended comprehensive warranty will be made annually in Pak Rupee at the end of the year by Procuring Agency. The supplier will categorically mention the disposable/consumable items of the equipment good in advance along with the submitted tender, any item declaration as consumable/ disposable after the submission of bid/quotation will not submitted.

15.2 The comprehensive warranty shall be monitored by Biomedical Equipment Resource Centre of P&SH Department.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 In case of imported goods to be procured on CFR/CPT basis; the payment will be made 100% via establishing the LC in favor of manufacturer/beneficiary at sight and receiving shipping documents/ Bill of lading Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of International standards of quality as per INCOTERMS of latest version. The payment will be made in the following manner through a letter of credit to be opened by the Procuring Agency.

(A) If charges incurred on extension of L/C to next quarter it will be on part of contracting firm.

16.3 In case of DDP; the payment will be made 100% after presentation of the delivery/ Installation/commissioning/execution report of the contract and all other works described in Contract. Part payment, part delivery may be admissible in case of huge quantity of the goods.

16.4 The Payment for extended comprehensive warranty period (SLA) will be made by the Procuring Agency after the end of each year which shall be counted from the date of successful completion of standard warranty period of one year. No payment shall be made for extended comprehensive warranty for item (s) against which the firm quoted extended comprehensive warranty free of cost.

17. Prices

17.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the bid validity period provided the Procuring Agency's request for bid validity extension.

18. Contract Amendments

18.1 No variation in or modification of the terms of the Contract shall be made.

18.2 No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

20. Subcontracts

20.1 The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

21. Delays in the Supplier's Performance

21.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.

21.3 Except as provided under GCC Clause 8.2, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Penalties/Liquidated Damages

22.1 In case of late delivery beyond the presented period, penalty as specified in SCC shall be imposed upon the Supplier/ Manufacturer. The above Late Delivery (LD) is subject to GCC Clause 24, including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 23.

22.2 If the firm provide substandard item and fail to provide the item, the payment of risk purchase (which will be purchased by the procuring agency/indenter) the price difference shall be paid by the Firm.

23. Termination for Default

23.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 8.2; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

23.2 Mechanism of blacklisting provided in rule 21 of Punjab Procurement Rules, 2014.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Health, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Procuring Agency may at any time terminate the Contract by giving written notice of one-month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the

Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

26. Arbitration and Resolution of Disputes

26.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

26.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

27. Governing Language

27.1 The Contract shall be written in English language. Subject to GCC Clause 28, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

28. Applicable Law

28.1 This Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

29. Notices

29.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address specified in SCC.

29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

C. SPECIAL CONDITIONS OF CONTRACT (SCC)

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

1. General:

1.1 Country of origin of goods could be from any geographical region of the world as per laws of Pakistan, unless otherwise any country of manufacturer mentioned in the specifications.

1.2 The fee of all necessary licenses required to install and operate the equipment shall be borne by the Supplier and Procuring agency will facilitate through documents only.

1.3 The Bank Guarantee will be discharged after successful installation, commissioning, servicing and completion of standard warranty period. A clearance letter/NOC will be issued by the head of concerned institution in this regard.

1.4 The Supplier shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion, Octroi, licensing fee and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices mentioned in the Priced BOQ and the Procuring Agency will not pay any amount over this contracted amount whether in case of CFR/CPT or Delivered Duty Paid consignments.

1.5 Certificate from the manufacturer of foreign/ Local Principal that they will provide after sales services through its agent and in case of change of its agent, it will provide the services itself or newly appointed Sole agent/ Sole distributor.

2. Insurance of Local Goods

2.1 Insurance of Goods and other materials from factory to Site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to site up to the installation, testing & commissioning.

2.2 Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility.

2.3 The cost of insurance shall be quoted on the basis of insurance through National Insurance Company (NIC) of Pakistan or any other Insurance company operating in Pakistan acceptable to the Procuring Agency.

3. Payment

3.1 In case of CFR/CPT; the payment will be made 100% via establishing the LC in favor of manufacturer/beneficiary at sight and receiving shipping documents/ Bill of lading Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of International standards of quality as per INCOTERMS of latest version. The payment will be made in the following manner through a letter of credit to be opened by the Procuring Agency.

(A) If charges incurred on extension of L/C to next quarter it will be on part of contracting firm.

3.2 The amount of Letter of Credit shall be paid to beneficiary/Manufacturer on production of the following non-negotiable documents.

- i. Draft.
- ii. Three original and two copies of the Supplier's Invoice showing purchaser as

- (_____), Government of Punjab, Pakistan, the Contract No., Goods description, quantity, unit price and total amount. Invoice must be signed in original stamped or sealed with company stamp or seal.
- iii. Four Copies of packing list identifying content of each package.
 - iv. Copy of Insurance Certificate showing purchaser as the beneficiary;
 - v. The original manufacturer's warranty certificate covering all items supplied;
 - vi. One original copy of the Supplier's Certificate of origin covering all items supplied.
 - vii. Test/ Inspection Certificate of manufacturers.
 - viii. Compliance Report of Internal Quality Standards.
 - ix. Product model, serial numbers.
 - x. Manufacturer's Guarantee Certificate to the effect that:
 - a) the goods supplied by them are strictly in conformity with the specifications stipulated in the contract.
 - b) the goods have been packed and marked suitable for transport by Sea, Rail, Road and Air in terms of the contract.
 - c) the stores supplied by them are brand new and absolutely free from any material or manufacturing defects.
 - d) Manufacturer's test certificate in respect of each consignment.

3.3 In case of DDP; the payment will be made 100% after presentation of the delivery/ Installation/commissioning/execution report of the equipment and all other works described in Contract.

3.4 The Payment for extended comprehensive warranty period (SLA) will be made by the Procuring Agency after the end of each year which shall be counted from the date of successful completion of standard warranty period of one year. No payment shall be made for extended comprehensive warranty for item (s) against which the firm quoted extended comprehensive warranty free of cost.

4. Execution of Warranty

4.1 A Log Book for the equipment shall be maintained by the Supplier Service Engineer in consultation with the end user department. This will include the name of the equipment, down time, preventive maintenance schedule, replacement of parts, down time etc.

4.2 The Warranty will start from the date of acceptance of equipment (properly installed, as per contracted specifications and handing over of related documents mentioned in GCC and will last for its warranty period at 95% uptime.

4.3 The maintenance will be the responsibility of the manufacturer / their agent. An annual optimal uptime of 95% is considered as acceptable level of performance.

4.4 Software and hardware up gradation of the computing system should be carried out as available during warranty period as recommended by the manufacturer.

4.5 Manufacturer/Supplier shall be responsible for rectifying with all possible speed at their own expense any defect or fault in the system which may develop at any time during installation, commissioning period.

4.6 Manufacturer will guarantee the availability of spare parts and accessories for the system for ten years.

4.7 Uptime shall be defined as the time available to the user for doing procedures/ data acquisition and processing during working hours throughout the year except holidays (from 9.00 am to 5.00pm).

4.8 Manufacturer /Supplier shall check system performance during and after every 4-months. An "Optimal Percentage" will be calculated by dividing "System in

Service” hours by hours available, both measured on the basis of working hours as detailed above.

4.9 If the uptime percentage for the measurement period (04-months) shall fall short of 95% the following formula will be applied to determine additional days in the warranty / service contract period.

- | | | |
|----|------------|--|
| a. | 100% - 95% | No Penalty |
| b. | 95% - 90% | The warranty period will be extended by 2.0 times the number of days as extra down time. |
| c. | 90% - 80% | The warranty period will be extended by 3.0 times the number of days as extra down time |
| d. | Below 80% | The warranty period will be extended by 4.0 times the number of days as extra down time |

4.10 Down time is defined as the failure in the equipment operation to acquire or process the data or procedure, resulting in inability to carry out the required procedure properly.

4.11 The firm will be bound to make arrangements for availability of qualified technical staff in hospital / site for prompt execution/coordination of after sale services.

4.12 Down time will start when the end user/ Staff In-charge notifies the designated service facility verbally or in writing.

4.13 Down time will end once the repairs have been affected and the system is again available for use.

4.14 The firm will provide the recommended preventive maintenance schedule of each of the equipment at the time of delivery.

4.15 The firm will bound to execute the installation/ maintenance according to the installation/ service protocol and will replace the components/ kits recommended by the manufacturers for installation and Periodic Preventive maintenance.

4.16 The scheduled preventive maintenance shall be in accordance with Service Protocol recommended/ advised by the manufacturer.

4.17 Remote service via modem shall be preferred if provided by the manufacturer to pick-up early faults at no cost to the end user.

4.18 The manufacturer / supplier will be responsible for preventive maintenance of equipment as per manufacturers’ Service Manuals and shall keep a check for electrical / magnetic / temperature and humidity conditions. Such a check should be made monthly and record should be maintained in the log book available with the end user.

5. Packing & Marking

5.1 Packing: Usual export packing to ensure safe journey up to the site of consignee.

Marking: Each packing should be clearly marked in suitable size in bold letters as per requirement.

6. Trans-shipment

6.1 Trans-shipment is not allowed.

7. Place of delivery:

7.1 Respective health facilities of DHA Vehari.

8. Port of Clearance

8.1 Port of Clearance will be any port in Pakistan.

9. Correspondence addresses

Procuring Agency

Contracting Firm

M/S-----

PERFORMANCE GUARANTEE FORM

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

Whereas *[Name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[Number]* dated *[date]* to supply *[description of goods]* (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of as defined in Bid Data Sheet of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the _____ day of _____, 20__

Signature and Seal of the Guarantors/Bank

Address

Date

Note:

1. It should be valid for a period equal to the total warranty period.
2. The Contract will be signed/ issued after submission of this Performance guarantee.

Annexure-A**BID FORM**

Date:

Tender No:

Name of the Item:

To: [Name and address of Procuring Agency]

Respected Sir

Having examined the bidding documents including Addenda Nos. [insert numbers & Date of individual Addendum], 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 for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Documents, 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 undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

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 lowest or any bid you may receive.

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.

We confirm that we comply with the eligibility requirements as per the bidding documents.

Name and address of bidder
Amount and Currency
(if none, state "none")."

Dated this day of , 2019

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

Annexure-B**PRICE SCHEDULE
(CFR/CPT Basis)**

Name of Bidder _____

Tender No. and the name of the Item -----

Item. No.	Name of Item (As listed in invitation of bid)	Make	Model	Country of Origin	Country of Manufacturer	Supplier	Name of Port of dispatch	Qty	Unit CIF Price (€/E/\$)	Total Price for each item (€/E/\$)	Name of beneficiary bank
Total Price (Foreign currency for imported equipment/instrument) Main equipment with standard accessories plus one-year comprehensive warranty											
Extended Comprehensive Warranty (Service Level Agreement) as mentioned in the specifications (year wise) in PKR											

Sign and Stamp of Bidder _____

- Note:**
1. In case of discrepancy between unit price and total, the unit price shall prevail.
 2. Foreign currency rate will be considered on the date of opening of Financial Bid as per selling rate announced by the State Bank.

Annexure-B**PRICE SCHEDULE**
(DDP Basis)

Name of Bidder _____

Tender No. and the name of the item -----

Item. No.	Name of Item (As listed in invitation of bid)	Make	Model	Country of Origin	Country of Manufacturer	Supplier	Qty	Unit Price (Pak Rs)	Total Price for each item (Pak Rs)
Total Price (DDP for Local & Imported Equipment) Main equipment with standard accessories plus one-year comprehensive warranty									
Extended Comprehensive Warranty (Service Level Agreement) as mentioned in the specifications (year wise) in PKR									

Sign and Stamp of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

(TEMPLATE)

BID EVALUATION SHEET

Package No/Tender Number: -----

Name of the Equipment and Qty: -----

PART - I**KNOCK DOWN CRITERIA - (COMMERCIAL EVALUATION)****(All evaluation parameters defined below are mandatory for compliance)**

Sr. No.	Evaluation Parameters	M/S ABC	M/S XYZ
1	Legal registered entity	Yes / No	Yes / No
2	Active Tax Payer (NTN & GST) as per clause 3 ITB	Yes / No	Yes / No
3	One person One Bid	Yes / No	Yes / No
4	Manufacturer/Sole Distributor	Yes / No	Yes / No
5	Past performance	Yes / No	Yes / No
7	Balance Sheet, Financial Statement & Annual Turnover	Yes / No	Yes / No
8	Complete item with accessories and optional	Yes / No	Yes / No
9	Certificate from the Manufacturer regarding after Sales Services and Installation	Yes / No	Yes / No
10	Testing/Calibration equipment	Yes / No	Yes / No
12	Affidavit from Bidder (as per Supplier Declaration Template)	Yes / No	Yes / No
13	Bid Validity	Yes / No	Yes / No
14	Delivery Period	Yes / No	Yes / No
15	Compliance of Warranty as per tender	Yes / No	Yes / No
Remarks:		(Eligible/ Not Eligible for further evaluations of PART-II)	(Eligible/ Not Eligible for further evaluations of PART-II)

PART - II**KNOCK DOWN CRITERIA - PRODUCT EVALUATION****(All evaluation parameters defined below are mandatory for compliance.)**

Item Sr. No	SPECIFICATION COMPLIANCE /EVALUATION PARAMETERS		
1	Name of Equipment	Brand	
		Model	
Country of Manufacturer			
Country of Origin of Product/Model Number			
Product Local Market Business History as mentioned in criteria			

Compliance with defined quality standards (FDA 510k, MDD, Jp MHLW as mentioned in the specifications)		
Specifications/Sample Evaluation:	Technically Acceptable /Not (Mention the reasons)	Technically Acceptable /Not (Mention the reasons)
Technical Eligibility of Product:	Eligible / Not Eligible	Eligible / Not Eligible
Technical Eligibility of Firm:	Eligible / Not Eligible	Eligible / Not Eligible
BID STATUS:	Responsive/ Substantially Responsive/Non- Responsive	Responsive/ Substantially Responsive / Non- Responsive

NOTE:

1. Noncompliance of any of above evaluation parts will lead to the rejection of bid straight way.
2. The bids declared either as Responsive or Substantial Responsive will be considered as acceptable bid for further processing.
3. Sample, where required by the procuring agency will be evaluated by the Technical Evaluation Committee by analyzing its Production quality, Design, Reliability, Conformance to the specification and safe for the usage etc. This report will become the part of above Performa as sample evaluation report.

SUPPLIER DECLARATION

(on the Letter Head of the Bidder)

To

(_____)

Dated: _____

I declare that:

- I am authorized to represent the Firm _____ as the "Firm" for the **purpose of Framework Contract of goods** as per following detail;

SR. NO.	NAME OF THE EQUIPMENT	NAME OF MANUFACTURER/ COUNTRY	DATE OF SOLE AUTHORIZATION (WHERE APPLICABLE)	VALIDITY DATE OF SOLE AUTHORIZATION (WHERE APPLICABLE)

- All information provided in this Bid is current and correct and the firm has no reservations with this Bidding Documents.
- This Bid contains all the information as is prescribed in the *Bidding Document*.
- The Firm will abide by all the rules and regulations, formulated by the Government of Punjab, Primary & Secondary Healthcare Department.
- The firm will notify you of all changes and variations to the Product / its manufacturing status.
- The firm has not been declared ineligible/blacklisted by any Government/ Semi Government Department or Private Organization.
- If the Firm does not abide by the above stated Declaration then the Government of Punjab has every right to Blacklist our Firm.

Name of the Firm: _____

Name & capacity of the Authorized Contact Person: _____

Signature of the Authorized Contact Person: _____

Date: _____ Stamp of the Firm: _____

Note: Any variation in information provided in this bid/tender and already provided will lead toward disqualification of bidder and legal action against the firm as per Punjab Procurement Rules, 2014.

TECHNICAL SPECIFICATIONS

The successful bidder shall provide the following along with the supply of equipment/instruments etc.:

- i. Operational Manuals of the equipment
- ii. Original Repair & Service Manuals indicating step by step service/maintenance protocols of each of the equipment.
- iii. Periodic Preventive Maintenance schedules with recommended list of parts/ kits to be replaced during PPM.
- iv. Quality test certificate by the manufacturer.
- v. Operation training to the operating staff Clinical & paramedics.
- vi. Basic Service Training to Biomedical Engineers of the Department.

SR #	NAME & DETAIL	QTY	BID SECURITY LESS THAN 5% OF ESTIMATED COST