



PURCHASE CELL

DIRECTORATE GENERAL HEALTH
SERVICES PUNJAB
24-COOPER ROAD, LAHORE



Primary & Secondary
Healthcare Department

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BIDDING DOCUMENTS

PROCUREMENT OF I.T EQUIPMENT FOR NCD PROGRAM

(Page no. 1 to 34)

BIDDING DOCUMENTS

**FOR THE PROCUREMENT OF SCREENING SUPPLIES FOR
NCD PROGRAM**

(Page No. 35 to 76)

FOR FISCAL YEAR 2019-20

Name of Procuring Agency	:	Directorate General Health Services, Punjab, Lahore
Corresponding Address	:	24 Cooper Road, Lahore.
Phone No	:	042-99201145
Fax No	:	042-99201142
E-Mail	:	pcdghs.pshealth@punjab.gov.pk/ pcdghslahore@gmail.com

Bid Data Sheet

ITB Reference	Description	Detail
N/A	Bid reference number	DGHS, Punjab, Lahore. IPL No.10198
N/A	Commencement of sale of Bidding Documents	From the date of advertisement, on all working days during office hours
ITB Clause 24	Last date and time of submission of tender	28/11/2019 at 11.00 A.M
ITB Clause 27	Date, time and venue of opening of technical bids	28/11/2019 at 11.30 A.M
ITB Clause 16	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	2% of the Estimated Cost
ITB Clause 22	Late Delivery Charges	In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.067% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.
N/A	Sample of the Quoted item	The firm will submit the samples/Brochure/Literature/Demonstration on the date of technical bid opening within official working hours.
ITB Clause 21	Bid validity period	180 days from the date from the submission of bids.
ITB Clause 09	Bidding procedure	Single Stage – Two Envelope bidding procedure
ITB Clause 41	Performance Guarantee	It will be 5% of the Contract Value in the shape of Bank Guarantee from any scheduled bank.
ITB Clause 27	Directorate General Health Services, Punjab, Lahore 24-Cooper Road, Lahore. Phone No. 042-99201145 Fax No.042-99201142 E-Mail: pcdghs.pshealth@punjab.gov.pk/pcdghslahore@gmail.com	

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INVITATION FOR BIDS

PROCUREMENT OF I.T EQUIPMENT FOR NCD PROGRAM (2019-20)

1. Director General Health Services, Punjab, Lahore invites sealed bids from the eligible bidders for the supply of I.T Equipment(s) for NCD Program for the Financial Year 2019-20 on free delivery to Consignee's end basis. Detailed specifications along with quantities of I.T Equipment (s) are given in the bidding documents. The Government of Punjab has allocated funds in the specific head of account for the purpose of the purchase of I.T Equipment etc.
2. Interested bidders may get the bidding documents & detailed specifications from the office of Director General Health Services Punjab, 24-Cooper Road, Lahore, on submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of Rs.1000/- (One thousand only) for each set of bidding documents & detailed specifications.
3. Bidding documents including detailed specifications, terms & conditions shall be issued during office hours. However, a copy of the bidding documents is also available for information on the websites of Punjab Procurement Regulatory Authority (www.ppra.punjab.gov.pk) & Directorate General Health Services, Punjab (www.dghs.punjab.gov.pk) until the closing date for the submission of bids.
4. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (Amended). The envelopes shall be marked as "FINANCIAL PROPOSAL" AND "TECHNICAL PROPOSAL" in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
5. Sealed bids are required to be submitted by the interested bidders on 28/11/2019 at 11.00 A.M. positively in the Committee Room of this Directorate. The bids received till the stipulated date & time shall be opened on the same day at 11.30 AM in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee. Bid Security of the 2% of the estimated cost in the shape of Pay Order/CDR/Irrevocable Bank Guarantee from any scheduled bank is required to be furnished original with the Financial Bid and copy with the Technical Bid otherwise bid will be rejected. Late bids shall not be entertained.
6. All bids should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.
7. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.
8. The bidders are requested to give their lowest and best prices with their bids as no negotiations on the prices are allowed.

Note: The procurement shall be governed by the Punjab Procurement Rules, 2014(Amended).

-Sd-
Director General Health Services,
Punjab, Lahore
24-Cooper Road, Lahore.
Phone No. 042-99201145
Fax No.042-99201142
E-Mail: pcdghs.pshealth@punjab.gov.pk
[/pchdgslahore@gmail.com](mailto:pchdgslahore@gmail.com)

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 the Punjab.

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/blacklisted or disqualified 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 (**Annexure-A**) and an appropriate Price Schedule furnished in the bidding documents (**Annexure-B**), 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.

14. Bid Currencies

14.1 The bidder shall quote the price in PKR.

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 or Lead 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 and Bid Data Sheet.

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 the minutes of the 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 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

**EVALUATION CRITERIA FOR IT EQUIPMENT
(Desktop Computers)**

KNOCK DOWN PARAMETERS

Failure to comply with any compulsory parameter will result in disqualification of bidder.

Sr.	PARAMETERS	DOCUMENTS REQUIRED
01	Original receipt of purchase of tender must be attached with the tender	Original receipt
02	Nationality / Identity	Copy of Valid CNIC of owner of the Firm
03	NTN / GST	Attach copies of Registration Certificates
04	Active Tax payer	The bidder / firm must be enlisted on Active Tax Payer list of FBR website.
05	2% Bid Security in form of Pay Order/ CDR/ Irrevocable Bank Guarantee.	Copy with technical bid and original with financial bid. (Clearly mentioned 2% amount of estimated cost as given in advertisement)
06	Acceptance of terms and conditions	The firm will provide Notarized affidavit on Judicial Stamp Paper of Rs. 100/- that the firm accepts all terms and

		conditions of tender/bidding documents.
07	Valid Authorization Certificate (Sole Agent / Distributor/Partner)	1. In case of Sole Agent, Valid Sole Agency agreement from foreign principles must be provided by the firm. 2. In case of Authorized Distributor/Partner, the authorization from the sole agent must be provided by the firm. The bidder shall provide sole agency agreement/authorization from foreign principle/manufacturer.
08	Declaration	The Bidder must provide undertaking on Notarized Judicial stamp paper of Rs.100/- that bidder is authorized Sole Agent of foreign principle or authorized Distributor/Partner of original sole agent of the foreign principle/manufacturer of quoted item(s).
09	Registration Certificate	Supplier/Agent shall have to produce the legal document proving that it is a legally registered firm in Pakistan.
10	Online Availability	The quoted model of the product must be available on the current official website of the manufacturer, otherwise the quoted product shall be considered obsolete / redundant and firm will be ineligible.
11	Product Evaluation (Quoted Product must comply with the tender / advertised specifications)	The Bidder will provide Samples / brochure/ literature / demonstration submitted by the firm as per requirement otherwise the offer will be rejected straightaway. Samples / brochure literature / demonstration will be evaluated by the Technical Evaluation Committee .
12	Product Availability (Quoted Products having less than One-year availability shall not be eligible)	Will be confirmed from the purchase orders / supply orders of Public/Private sector(s) in Pakistan.
13	Past Performance of the Bidder (Last Three Fiscal Years)	Served in public Institutions. (The claim requires documentation (Purchase Orders/Supply Orders)
14	Responsive / Non Responsive /Substantial Responsive Consideration	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.

15	Conviction	Under taking on Judicial stamp paper of Rs.100/- "The firm is neither convicted nor blacklisted from any court of law/competent authority".
16	Declaration of Country of origin/manufacturer	The firm must provide declaration on Judicial stamp paper of Rs. 100/- for make, model, country of origin of quoted item along with all accessories to be provided with the equipment
17	After Sale Services	Under taking on Judicial stamp paper of Rs.100/- The firm will provide after sale services for three years w.e.f. instalment of quoted product.

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.

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 bid amount read aloud and recorded. Financial Proposals of technically non-responsive Bidders shall be returned unopened as per procedure prescribed 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.
- vi) 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 notification of Award shall constitute the formation of the Contract.

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 shall sign and date the formal Contract. Further, mechanism is provided in Bid Data Sheet regarding type & execution of the Contract.

38.2 If the successful Bidder shows inability to sign the Contract or fail 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 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.

40. Schedule of Requirement

SCHEDULE OF REQUIREMENTS

The supplies shall be delivered in accordance with the signed contract & subsequent purchase order issued by the DGHS, Government of the Punjab as per following schedule of requirements: -

Consignee's End: Non-Communicable Disease Program, P&SHD.

Mode of Penalty	Delivery of 100% Quantity as per Signed Contract & Purchase Order	Total delivery period
Without penalty	60 days+15 days Grace Period with subject to completion of delivery	75Days
Extension in delivery period with late delivery charges/penalty @ 0.067% per day after 60 days.		

Note: Detailed specifications along with quantities are as per tender for sale and also attached at the end of this Bidding Documents.

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

40.2 The delivery period will be started from the date of issuance of Purchase order/ Signing of the Contract.

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.

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

40.2 The delivery period will be started from the date of issuance of Purchase order/ Signing of the Contract.

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.

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 _____ 20----, 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 Procurement 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*)

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 void able 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 time 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	Witness
1.	1.
2.	2.

Note: 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 Director General Health services, Punjab.
 - 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 total goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.067% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier. However, partially supplied (complete/functional items) shall be exempted from the LD charges.

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. 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.

9.3 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 (where specified) 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 60 days (DDP) from the date of issuance of this contract. 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) as mentioned under which all the risk is transferred to the supplier.

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 goods for total comprehensive warranty period for complete system including parts & labor. 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 supplier shall give rates of the consumable items (toners etc.) which remain constant for the Financial Year 2019-20, after completion of procurement as per purchase order. The supplier/firm shall be bound to supply said consumable items as and when required by the procuring agency. If both parties agreed, the contract may be extended for three month.

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 The payment will be made 100% after presentation of the delivery/ Installation/ completion 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 (where applicable) 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 original 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 or without 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 goods 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 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.

1.5 The bidder shall have to submit Manufacturer's Warranty Compliance certificate as per specifications. (The warranty period will start after successful inspection / from the date of entry in the stock)

1.6 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 agent/ 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.

3. Payment

3.1 The payment will be made 100% after presentation of the delivery/ Installation /completion report of the equipment and all other works described in Contract.

3.2 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 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 |

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. Place of delivery:

6.1 Directorate General Health Services, Punjab
24-Cooper Road Lahore

7. 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.

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 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
(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) 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.
The prices shall be inclusive of all type of taxes, duties, transportation charges etc. and Government will not pay any additional amount.

SUPPLIER DECLARATION

(On the Letter Head of the Bidder)

To

Date: _____

**The Director General Health Services, Punjab
24-Cooper Road, Lahore**

I declare that:

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

SR. NO.	NAME OF THE EQUIPMENT	NAME OF MANUFACTURER/ COUNTRY	DATE OF AUTHORIZATION	VALIDITY DATE OF 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 Documents*.
- 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 false / fabricated information will lead toward disqualification of bidder and legal action against the firm as per Punjab Procurement Rules, 2014.

SPECIFICATION OF I.T EQUIPMENT'S FOR NCD PROGRAM

T.E. No. PC-8/NCD/2019-20				
Sr #	Nomenclature	Specification	Qty. Required	Estimated Total Cost in PKR.
1	Desktop Computer For NCDs Clinics	Processor: Intel Core i3 8th/9th Generation (64-bit) Memory: 04 GB DDR4 Hard Disk: 01-TB, 5400 / 7200RPM SATA-6Gb/s 3.5in Optical Drive(s): DVD-Writer 16x Write speed (Optional) Audio: Integrated High Definition audio codec VGA Card: Integrated Intel HD Graphics / External VGA Keyboard: USB Std. Keyboard; Mouse: USB 2-button Optical Scroll Mouse Display: 18.5"/19" LED Standard ATX Casing UPS: 650VA UPS Operating System: preinstalled Windows 10 (Professional) and Microsoft Office 2016 (Standard). Quoted Product may Higher in Specification but within the concurrence of given estimated cost.	90 Unit	7,200,000

NOTE:

- A. Installation & Fixation shall be the responsibility of Successful bidder/ Contractor.
- B. The firm is advised to visit Installation Site (Directorate General Health Services, Punjab, 24-Cooper Road, Lahore) before the submission of bids.
- C. The bidder shall provide followings along with supply of Goods:
 - i. Operational Manuals of the LEDs etc.
 - ii. Quality test certificate by the manufacturer
 - iii. Basic Operational Training to Staff of the Department.

INTEGRITY PACT

AFFIDAVIT (Rs: 100/- Judicial Stamp Paper)

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent/ representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of ____ 20_____

Notary Public



PURCHASE CELL

DIRECTORATE GENERAL HEALTH
SERVICES PUNJAB
24-COOPER ROAD, LAHORE



Primary & Secondary
Healthcare Department

Phone No. [+924299201145](tel:+924299201145) Purchase Cell E-mail- pcdghs@gmail.com

BIDDING DOCUMENTS

FOR THE PROCUREMENT OF SCREENING SUPPLIES FOR NCD PROGRAM

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(FINANCIAL YEAR 2019-20)

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Special Conditions of the Contract

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ITB Reference	Description	Detail
N/A	Bid reference number	DGHS, Punjab, Lahore. IPL No.10198
N/A	Tender Price	Rs. 1000/- (Non-refundable)
ITB Clause 13	Language of bid	English
ITB Clause 16	Bid currency	Pak Rupees. On free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination. (DDP)
ITB Clause 20	Bid Security	2% of the estimated cost mentioned against each item.
ITB Clause 21	Bid validity period	180 Days
ITB Clause 24	Last Date and Time of Bid Submission	28/11/2019 11:00 A.M
ITB Clause 27	Date and Time of Bid Opening	28/11/2019 11:30 A.M
ITB Clause 27	Address for communication: Purchase Cell, Directorate General Health Services, Punjab 24-Cooper Road, Lahore.	
ITB Clause 41	The Performance Guarantee: It will be 5% of the Contract Value in the shape of Bank Guarantee from any scheduled bank.	

INVITATION FOR BIDS

PROCUREMENT OF SCREENING SUPPLIES FOR NCD PROGRAM (2019-20)

Director General Health Services, Punjab, Lahore invites sealed bids from the eligible bidders for the supply of Screening Supplies for NCD Program for the Financial Year 2019-20 on free delivery to Consignee's end basis. Detailed specifications along with quantities of Screening Supplies are given in the bidding documents. The Government of Punjab has allocated funds in the specific head of account for the purpose of the purchase of Screening Supplies etc.

2. Interested bidders may get the bidding documents & detailed specifications from the office of Director General Health Services Punjab, 24-Cooper Road, Lahore, on submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of Rs.1000/- (One thousand only) for each set of bidding documents & detailed specifications.

3. Bidding documents including detailed specifications, terms & conditions shall be issued during office hours. However, a copy of the bidding documents is also available for information on the websites of Punjab Procurement Regulatory Authority (www.ppra.punjab.gov.pk) & Directorate General Health Services, Punjab (www.dghs.punjab.gov.pk) until the closing date for the submission of bids.

4. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (Amended). The envelopes shall be marked as "FINANCIAL PROPOSAL" AND "TECHNICAL PROPOSAL" in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

5. Sealed bids are required to be submitted by the interested bidders on 28/11/2019 at 11.00 A.M. positively in the Committee Room of this Directorate. The bids received till the stipulated date & time shall be opened on the same day at 11.30 A.M in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee. Bid Security of the 2% of the estimated cost in the shape of Pay Order/CDR/Irrevocable Bank Guarantee from any scheduled bank is required to be furnished original with the Financial Bid and copy with Technical Bid otherwise bid will be rejected. Late bids shall not be entertained.

6. All bids should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.

7. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.

8. The bidders are requested to give their lowest and best prices with their bids as no negotiations on the prices are allowed.

Note: The procurement shall be governed by the Punjab Procurement Rules, 2014(Amended).

-Sd-
Director General Health Services,
Punjab, Lahore
24-Cooper Road, Lahore.
Phone No. 042-99201145
Fax No.042-99201142
E-Mail: pcdghs.pshealth@punjab.gov.pk
/pchdgslahore@gmail.com

1. **Scope of Bid**

1.1 Directorate General Health Services, Punjab, invites sealed bids for the procurement of Screening Supplies as per quantities and specifications more specifically described in **Section III of the Bidding Documents** Schedule of Requirements & Technical Specifications.

2. **Source of Funds**

2.1 Directorate General Health Services, Punjab

3. **Eligible Bidders**

3.1 This Invitation to Bids is open to all eligible bidders for Screening Supplies specifically described in the Section III, Schedule of Requirements & Technical Specifications.

3.2 The Sole Agent/Importer must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Section V, Bid Form, to the effect that they are the original Manufacturer of the required specifications of Goods.

3.3 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

4. **Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.**

4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as *“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices 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 and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:*

(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;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarment and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

5. Eligible Goods and Services.

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Punjab in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes 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 ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding.

6.1 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.

7. **Bidding for Selective Items.**

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Section III i.e., Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the items mentioned in the Section III i.e., Schedule of Requirements & Technical Specifications. However, Bidders cannot bid for partial quantities of an item mentioned in Section III i.e., Schedule of Requirements & Technical Specifications.

THE BID MUST BE FOR THE TOTAL QUANTITY OF AN ITEM REQUIRED IN THE SECTION III i.e., SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.

a. **THE BIDDING PROCEDURE**

8. **The Governing Rules.**

8.1 The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014, of the Government of Punjab.

9. **Applicable Bidding Procedure.**

9.1 "Single stage – Two Envelops bidding procedure" shall be employed.

Single Stage: Two Envelope Bidding Procedure

Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

(i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

(ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";

(iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;

(iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;

(v) during the technical evaluation no amendments in the technical proposal shall be permitted;

(vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;

(vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and

(viii) the lowest evaluated bidder shall be awarded the contract;

b. THE BIDDING DOCUMENTS

10. Contents of the Bidding Documents

10.1 The goods required, applicable 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) (Section-II)
- (b) Schedule of Requirements & Technical Specifications (Section-III)
- (c) Evaluation Criteria (Section-IV)
- (d) Bid Forms (Section-V)
 - i) Letter of Intention
 - ii) Affidavit
 - iii) Technical Forms
 - iv) Financial Forms
- (f) Draft Standard Contract (Section-VI)
 - i. Contract Form
 - ii. General Conditions of the Contract
 - iii. Special Conditions of Contract,

10.2 The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 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.

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than **Ten (10) days** prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.

12.1 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(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s)

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

c. PREPARATION OF BIDS

13. Language of Bids.

13.1 All correspondence, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. 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 or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

14.1 The Bid shall comprise of the BID FORMS, UNDERTAKING, TECHNICAL DETAIL OF THE PRODUCT, of this Bidding Document and all those ancillary documentations that are prescribed for the eligibility of the goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the BID FORM and an appropriate PRICE SCHEDULE furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price.

15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods, it proposes to supply on free delivery to the consignee end under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage charges till the destination (on free delivery to Consignee's end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties. -

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bid.

15.7 While making a price quote, 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.

16. Bid Currencies.

16.1 Prices shall be quoted in Pak Rupees.

17. Samples.

17.1 The Bidder shall provide samples (Qty: 2 packs) of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Section III.

18. Documentation on Eligibility of Bidders.

18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

19. Documentation on Eligibility of Goods.

19.1 The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Bid Security.

20.1 Refer to Bid Data Sheet.

21. Bid Validity.

21.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

21.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

21.3 Bidders who,-

(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and

(b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

22.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

22.2 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.

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

d. SUBMISSION OF BIDS

23. Sealing and Marking of Bids.

23.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" (individually sealed envelope for each item in a single main sealed envelope) and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/bids in separate envelopes. The envelopes shall then be sealed in an outer envelope marked with **Bid Reference Number & Tender No.**

23.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference, Tender No, Items/**No. indicated in Section III, Schedule of Requirements & Technical Specifications** and a statement: "DO NOT OPEN BEFORE," the time and the date specified for opening of Bids.

23.3 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".

23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids

24.1 All bids should be submitted in tape binding. Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet. **Bids received later than the time and date specified in the Advertisement/Bid Data Sheet will stand summarily rejected.**

24.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

26. Withdrawal of Bids

26.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in initiation of legal action against the firm.

e. OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Procuring Agency.

27.1 All bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives, who chose to attend the bid opening, on the date, time and venue prescribed in the Bid Data Sheet.

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Rules-2014.

27.5 The Procuring Agency shall have the minutes of the Bid opening (Technical and when applicable Financial) recorded.

27.6 No bid shall be rejected at Technical Proposal/Bid opening, except for late bids, which shall be returned unopened to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

28. Clarification of Bids.

28.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

29. Preliminary Examination.

29.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

29.2 In the Financial Bids, the arithmetical errors shall be rectified on the following basis.

- a) 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.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

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

29.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, 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, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices 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.

29.5 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.

30. Evaluation of Bids.

30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents.

30.3 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.

31. Qualification of Bidder

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

31.2 The procuring Agency may conduct surprise inspection either itself or through third party of bidders, however in case of unsatisfactory compliance condition to the standards, the procuring agency reserves the right to initiate legal proceedings besides disqualification.

31.3 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.4 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.5 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency

may inspect the manufacturing plant/production capacity/warehousing system/practices by a team of experts for assessment, if it deems necessary.

31.6 An affirmative determination shall be a prerequisite 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.

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

32. Rejection of Bids

32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with Punjab Procurement Rules-2014 (PPR-2014). 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.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

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

33. Re-Bidding

33.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014.

33.2 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.

34. Announcement of Evaluation Report

34.1 The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the Punjab Procurement Rules, 2014, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

35. Contacting the Procuring Agency

35.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

35.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

f. AWARD OF CONTRACT

36. Acceptance of Bid and Award Criteria

36.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

37. Procuring Agency's Right

37.1 The Procuring Agency reserves the right at the time of award of Contract to vary the quantity specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPRA 2014.

38. Notification of Award

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

38.2 The procuring agency will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Security within 7 (Seven) days after receiving of AAT. After receipt of Performance Security, the Procuring agency will sign the Contract.

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

39. Limitation on Negotiations.

39.1 Save and otherwise provided in PPR-2014, Procuring Agency shall not negotiate with any bidder.

40. Signing of Contract.

40.1 The Frame Work Contract is to be made on Judicial Paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No.JAW/HD/8-21/77 (PG) dated 1st January, 2014.

41. Performance Guarantee.

41.1 Before signing of Frame Work Contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency.

41.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

41.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.

42. Price Reasonability.

42.1 The prices quoted shall not be more than the Trade Prices as per MRP (Maximum Retail Price). If the quoted/approved prices found unreasonable at any stage of procurement, the procuring agency

reserves the right to deduct the difference/overcharging beside initiation of legal proceedings.

Schedule of Requirements

The supplies shall be delivered in accordance with the Contract/Purchase Orders issued by Procuring agency as per following schedule of requirements: -

Respective Consignee's End: Store of NCD, P&SHD)

Free delivery to Consignee's end (DDP) basis as per Annex-F.

Supply schedule	Delivery of Quantity without Penalty (X)	Grace Period (Y)
Immediately after Receiving of Purchase Order.	60 Days	15 Days
With penalty @0.067% per day.	After Completion of due delivery period specified against each installment penalty 2% per month (0.067% per day) shall be imposed (In order to avail the grace period the firm shall request procuring agency in writing. If the delivery period of the supplier exceeds beyond X+Y days the penalty shall be imposed from X day onwards)	

**LIST OF TECHNICAL SPECIFICATIONS & QUANTITIES FOR
SCREENING SUPPLIES (2019-20)**

T.E.No. PC-8/NCD/2019-20				
Sr#	Nomenclature	Specification	Qty Required	Estimated Cost in PKR
1	Glucose Test Strips With Compatible Glucometers	Glucometer Strips, Pack of 25/50 strips or less. Shelf life of strips must not be less than 75% or 18 months at the time of supply. The firm will provide at least one compatible Glucometer with complimentary lancets and one pricker (FDA approved) per 700 strips. Glucometer will be handheld type, Code free LCD Display, Auto Power Off Function, Patient Blood Glucose Data Transfer Function, Digital reading, Minimum time to results <08 sec. Automatic calibration Power Source: Battery Operated, with Pouch/Bag.	2,000,000	32,500,000
2	Mouth Pieces for Peak Flow Meter	Mouth pieces Disposable type for peak flow meters, with one-way valve.	1,000,000	21,000,000

Note:

- 1) The bidder shall provide **2 samples of the quoted packs of each quoted item** along with its bid.
- 2) Any further information can be obtained from the office of Purchase Cell, Directorate General Health Services, Punjab, 24-Cooper Road, Lahore.

BID EVALUATION CRITERIA FOR PROTECTIVE SCREENING SUPPLIES
COMPULSORY PARAMETERS/KNOCKDOWN CRITERIA

SR.	PARAMETERS	DOCUMENTS REQUIRED
1.	Original Receipt of Purchase of Tender	Original Receipt
2.	Copy of valid Computerized National Identification Card (CNIC) of CEO/Owner of the firm	Attach Copy
3.	NTN/GST certificate	Attach Copies
4.	The bidder must be enlisted on the Active Tax Payer List (ATL) available on Federal Board of Revenue (FBR) website	Attach proof
5.	2% Bid Security	Attach copy of 2% Bid Security of estimated cost with technical proposal and original with financial proposal, in the form of Pay Order / Bank Draft / CDR / Irrevocable Bank Guarantee from any scheduled bank.
6.	Sole Agency Agreement / Authorization Letter	1. The Firm will provide valid Sole agency agreement / authorization from foreign/Local principal. 2. The Bidder must provide undertaking on Judicial stamp paper of Rs.100/- that bidder is authorized Sole Agent/ of original manufacturer of quoted item(s).
7.	Country of Origin/Country of Manufacturer	The firm will submit an affidavit regarding the country of origin/manufacturer of quoted product on Notarized judicial stamp paper of Rs. 100/-
8.	Acceptance of terms and conditions	The firm will submit affidavit on Notarized judicial stamp paper of Rs. 100/- that all terms and conditions as mentioned in Bidding documents are accepted.
9.	Product Eligibility (Quoted Products having less than one year availability shall not be eligible)	will be confirmed from the purchase orders / supply orders
10.	Past Performance of the Bidder (Last Two Fiscal Years i.e. 2017-18 & 2018-19)	Served in public Institutions. (The claim requires documentation i.e. Purchase Orders/Supply Orders)
11.	The firm undertakes that currently it is not blacklisted/debarred by any procuring agency.	Attach undertaking on Rs. 100/- Notarized Judicial Stamp Paper .

12.	The firm undertakes that it has not been convicted by any Court of Law.	Attach undertaking on Rs. 100/- Judicial Stamp Paper.
13.	Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per labelling will be considered for evaluation. Evaluation shall be sample based, and end user approval shall be knockdown criteria.	Samples (Qty: 2 packs) of quoted items.
14.	Responsive / Non Responsive /Substantial Responsive Consideration	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

Note:

Financial Bid(s) of only “Technically Responsive Bidder” will be opened.

BID COVER SHEET

Bid Ref. Tender ----- Date-----
 Name of the Supplier/Firm Contractor: -----

 Address:-----

 E-mail: _____
 Phone: _____
 Facsimile: _____
 Bid for:
 Selected Items from the Schedule of Requirements.

<i>Tender Enquiry/ Item No.</i>	<i>Name of the tendered Item</i>	<i>Brand name quoted</i>	<i>Drug Registration Number (attach certificate)</i>	<i>Specifications</i>
1				
2				
3				
4				
5				
6				
7				

Signed:

Dated:

Official Stamp:

□

BID FORM 1

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Firm :{ Add name}

To: *[Name and address of Procuring Agency]*

Dear Sir/Madam,

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 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/guaranty 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 will pay the testing fee for samples collected from any supply of any district to be tested and will accept the results to testing by DTLs, Punjab.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 &19 of the bidding documents.

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

Signed:

In the capacity of *[insert: title or position]*

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

BID FORM 2

AFFIDAVIT

(Judicial Stamp paper Rs.100/-)

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents and have fully understood and agreed with all the terms and conditions of the bidding document.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject Contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That the prices offered are not more than trade price.
- 9) I/We, further undertake that I/we will ready to pay the standard charges of testing samples by DTLs Punjab.
- 10) I/we further under take to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.

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

Signed:

In the capacity of *[insert: title or position]*

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

BID FORM 3

MANUFACTURER'S SOLE AUTHORIZATION¹

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

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby solely authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 14 &15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: -----.

Designation: -----

Official Stamp: -----

¹This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

i. BID FORM 4

Price Schedule

User Note: *This form is to be filled in by the Bidder for quoted items/products and shall submit with Financial Proposal in individually sealed envelope for each item in a single main sealed envelope for all items.
If intended to quote for more than one item/product, a separate form should be used for each item/product intended to quote for.*

Name of the Firm:
Bid Reference. No:
Date of opening of Bid.

Sr. No.	Name of the tender Item	Quoted Brand	Unit Price (inclusive all applicable taxes if any + transportation charges)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes if any)
1	2	3	4	5	6 4*5	7	8 6-7
TOTAL							

A) FINAL TOTAL PRICE: -----

B) DISCOUNT²: -----

C) FINAL QUOTED PRICE: -----
(C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

² If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

BID FORM 5

Performance Guarantee

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 5% 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 _____, 201__

Signature and Seal of the Guarantors/ Bank

Address

Date

Contract Form

AGREEMENT

THIS CONTRACT is made at _____ on _____ day of _____ 201__, between the _____, (hereinafter referred to as the “Purchaser”) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and 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 invited bids for procurement of goods, in pursuance whereof M/s (*firm name*) being the Manufacturer/ authorized sole agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and

Whereas, the Purchaser has accepted the bid by the Supplier as per following detail;

Item No.	Item Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR)

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. This Contract Form
 - b. The Schedule of Requirements **Annex- A**
 - c. Special Conditions of Contract & the Technical Specifications **Annex- B**
 - d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. **Annex- C**
 - e. The Notification of Award (AAT) **Annex- D**
 - f. Purchase Order **Annex-E**
 - g. Payment Schedule **Annex-F**
 - h. The General Conditions of Contract **Annex-G**
 - i. Performance Guarantee/Security **Annex-H**
 - j. Manufacturer’s certificate of warranty **Annex-I**
 - k. The bidding document of Procuring Agency **Annex-J**
2. **Interpretation:** 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”:
3. **The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.
4. The Supplier declares as under:
 - i. [*Name of 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 Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
 - ii. 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 Punjab, except that which has been expressly declared pursuant hereto.
- iii. *[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 Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
 - iv. *[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 Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
 - v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The 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 Procuring Agency.
 - vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration mutually agreed by both parties/ Secretary P&SH Department and/or his nominee. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
- 5. Items to be Supplied & Agreed Unit Cost:**
- (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).
 - (ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item
 - (iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.
- 6. Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items 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.
- 7. Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name].
- 8. Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.
- 9. Performance Guarantee/Security:**

(i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 5% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.

(iii) Failure to submit a Performance Guarantee/Security shall result into cancellation of contract & blacklisting of firm.

10. Penalties/ Liquidated Damages

(i) Wherein the Supplier fails to make deliveries as per signed contract& purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.

(ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.

(iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.

(iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent contract/purchase order.

(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and after issuance of subsequent contract/purchase order by the consignee, a penalty @ 2% per month (0.067% per day) of the cost of late delivered supply shall be imposed upon the Supplier.

11. Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:

For the Supplier:

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.

Signed/ Sealed: For The Manufacturer/ Authorized Agent	Sealed & Signed on behalf of Purchaser
<u>Witnesses-1 on behalf of the Contractor</u>	<u>Witnesses-1 on behalf of the Purchaser</u>

<u>Witnesses-2 on behalf of the Contractor</u>	<u>Witnesses-2 on behalf of the Purchaser</u>
---	--

C.C.

1. -----
2. -----
3. -----

**SPECIAL CONDITIONS OF THE CONTRACT
& TECHNICAL SPECIFICATIONS**

a). **Product Specifications.**

(Detailed technical specifications, given in Award of Contract, will be followed)

b). The Inspection Committee will carry out detailed physical examination of stocks and can reject, if found not according to the approved sample and other technical specifications.

c) **Transportation/Delivery Requirements**

- i. The Supplier shall arrange such transportation of stock as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii. All costs associated with the transportation including loading/unloading road taxes shall be borne by the Supplier.

d) **Integrity Pact**

The Supplier shall provide affidavit of integrity pact for awarded item/items with contract value equal to or more than 10 Million Rupees on the prescribed format on judicial stamp paper of Value Rs:100/- as per Annexure-H.

PRICE SCHEDULE SUBMITTED BY THE BIDDER

(The approved price schedule submitted by the Bidder will be attached)

PAYMENT SCHEDULE

- i. 100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO) preferably be central;

 - a. against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.*
 - b. on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.**
- ii. Part Supply and Part Payment is not allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply as per schedule mentioned in schedule of requirement within due time.*

i. ANNEX- G**ii. 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 Purchaser and the Supplier, as recorded in the Agreement 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 all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods upto the desired destinations and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means Special Conditions of the Contract.
 - (g) "The Purchaser" means the Government of Punjab, , *itself and Director General Health Services Punjab, Program Managers/Project Director of Vertical Programs, all EDOs (Health) & Medical Superintendents working under .*
 - (h) "The Supplier" means the individual or firm 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. Source of Import**
- 3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.
- 4. Standards**
- 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract. If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Purchaser) the price difference shall be paid by the Supplier.
- 4.3 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser's premises, burning, dumping, or incineration.
- 4.4
- 5. Use of Contract Documents and Information.**
- 5.1 The Supplier shall not, without the Purchaser'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 Purchaser 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. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.2 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.3 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
- 5.4
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser 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 Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.

- 8. Ensuring storage arrangements**
- 8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.
- 9. Inspections and Tests**
- 9.1 The Purchaser or its representative shall have the right to inspect and / or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- 9.2 All costs associated with testing shall be borne by the Supplier.
- 9.3 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 10. Delivery and Documents**
- 10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
- 10.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- 10.3 The goods supplied under the Contract shall be delivered on free delivery of consignee's end basis under which risk is transferred to the buyer after the Goods having been delivered;
- 11. Insurance**
- 11.1 The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
- 12. Transportation**
- 12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement/bidding document.
- 12.2 All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
- 13. Incidental Services**
- 13.1 The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
- 14. Warranty**
- 14.1 All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
- 14.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

- 15. Payment** 15.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
- 15.2 The currency of payment shall be Pakistan Rupees.
- 16. Prices** 16.1 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 the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
- 17. Contract Amendments** 17.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
- 18. Assignment** 18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 19. Subcontracts** 19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
- 20. Delays in the Supplier's Performance** 20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser 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 Purchaser 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 an amendment to the Contract.
- 20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
- 21. Termination for Default** 21.1 The Purchaser, 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 signed contract, and subsequent contract/Purchase order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause Corrupt and fraudulent practices means:

"the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the

procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices 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 and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:

(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;

Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.

- 21.2 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;
- i. Submission of false fabricated / forged documents for procurement in tender.
 - ii. Not attaining required quality of work.
 - iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
 - iv. Non execution of work as per terms & condition of contract.
 - v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
 - vi. Involvement in any sort of tender fixing.

- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE: As per Rule-21 of the Punjab Procurement Rules 2014.

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| 22. Force Majeure | 22.1 | Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. |
| | 22.2 | If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of the purchase order under the signed contract and inform the Supplier of its findings promptly. |
| | 22.3 | Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, 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. |
| 23. Termination for Insolvency | 23.1 | The Purchaser 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. |
| 24. Arbitration and Resolution of Disputes | 24.1 | The Purchaser 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. |
| | 24.2 | If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser 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. |
| | 24.3 | In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time). |
| 25. Governing Language | 25.1 | The Contract shall be written in English language. Subject to GCC Clause 26, 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.

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| 26. Applicable Law | 26.1 | This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction. |
| 27. Notices | 27.1 | Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC. |
| | 27.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 28. Taxation | 28.1 | All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier. |
| 29. Blacklisting Mechanism | 29.1 | The procuring agency may, on information received from any resource, issue show cause notice to a bidder or contractor. |
| | 29.2 | The show cause notice shall contain: <ul style="list-style-type: none"> (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the procuring agency proposes to debar the bidder or contractor from participating in any public procurement of the procuring agency; and (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies. |
| | 29.3 | The procuring agency shall give minimum of seven days to bidder or contractor for submission of written reply of the show cause notice. |
| | 29.4 | In case, the bidder or contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed. |
| | 29.5 | In case the bidder or contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing. |
| | 29.6 | The procuring agency shall give minimum of days to the bidder or contractor for appearance before the specified officer of the procuring agency for personal hearing. |
| | 29.7 | The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed. |
| | 29.8 | The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing. |
| | 29.9 | The procuring agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority. |

- 29.10 The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
- 29.11 If the procuring agency wants the Authority to debar the bidder or contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
- 29.12 The Authority shall immediately publish the information and decision of blacklisting on its website.
- 29.13 In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
- 29.14 In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
- 29.15 In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
- 29.16 The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
- 29.17 An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

ANNEX-H

INTEGRITY PACT

AFFIDAVIT (Rs: 100/- Judicial Stamp Paper)

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent/ representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of ____ 20__ _____

Notary Public