



Primary & Secondary
Healthcare Department

REQUEST FOR QUOTATION / PROPOSAL

FOR

**EMERGENCY PROCURMENT OF COVID-19
PCR AMPLIFICATION KITS ON
FRAMEWORK CONTRACT BASIS FOR
CORONAVIRUS (COVID-19) TESTING**

**DIRECTORATE GENERAL HEALTH
SERVICES
GOVERNMENT OF PUNJAB**

(FINANCIAL YEAR 2020-2021)



PURCHASE CELL
DIRECTORATE GENERAL HEALTH SERVICES
PUNJAB
24-COOPER ROAD, LAHORE



Primary & Secondary
Healthcare Department

Phone No.: +924299201145

E-mail: pcdghslahore@gmail.com

No.: 11446-58 /PC

Dated: 24/11/2020

To,

- 1- M/s Hoor Pharma
House # 767, Block-G 4 Phase 2, Johar Town Lahore, Ph#042-35401434
- 2- M/s Biolife Technologies
1st Floor Hira Centre, Abkari Road, New Anarkali, Lahore.
- 3- M/s Pakistan Microbiological Associates
63-D, Ahmad Block, New Garden Town, Lahore.
- 4- M/s Hospicare Systems
Plot#422, Block-N, Johar Town, Lahore, Ph#042-35241104
- 5- M/s Ayyan Molecular Products
14-C, First Floor, Chauburji Center, Multan Road, Lahore, Ph# 042-35454699
- 6- M/s Azad Scientific
3B/2 Mouj Darya Road, Lahore
- 7- M/s Popular International Pvt. Ltd.
2A Golding Road, Lahore.
- 8- M/s Biosorin
533-Shadman, Main Shadman Road, Lahore-Pakistan.
- 9- Any other eligible bidder may participate.

SUBJECT: REQUEST FOR QUOTATION REGARDING PROCUREMENT OF COVID-19 PCR AMPLIFICATION KITS ON FRAMEWORK CONTRACT BASIS FOR TESTING OF NOVEL CORONAVIRUS (COVID-19) THROUGH OPERATIONAL EMERGENCY, FINANCIAL YEAR 2020-21

Please refer to the subject as cited above.

2. The Directorate General Health Services, Punjab intends to procure COVID-19 PCR AMPLIFICATION KITS on framework contract basis for testing of NOVEL CORONAVIRUS (COVID-19) through operational emergency. The detail of which has been given as below:

Inq. No.	Name of Item	Quantity Units	Total Estimated Cost
1.	COVID-19 PCR Amplification Kits	500,000	750,000,000

3. Interested bidders may get the RFQ Documents bearing detailed specifications from the office of Director General Health Services Punjab, 24-Cooper Road, Lahore, upon payment of non-refundable fee of Rs. 2,000/- to Cashier of Accounts Department, DGHS.



PURCHASE CELL
DIRECTORATE GENERAL HEALTH SERVICES
PUNJAB
24-COOPER ROAD, LAHORE



Primary & Secondary
Healthcare Department

Phone No.: +924299201145

E-mail: pcdghslahore@gmail.com

4. You are therefore requested to submit the two quotations (Technical & Financial) in separate envelopes for above mentioned item on or before 30.11.2020 till 11:00 A.M which shall be opened on same day at 11.30 A.M by Notified Committee of Directorate.

Director Pharmacy/SPC
Directorate General Health Services,
Punjab

C.C:

1. Director General Health Services, Punjab.
2. Director Health Services (CD&EPC), DGHS.
3. Director Accounts/B&A Officer, DGHS.
4. Master File.

REQUEST FOR QUOTATION / PROPOSAL

EMERGENCY PROCUREMENT OF COVID-19 PCR AMPLIFICATION KITS ON FRAMEWORK CONTRACT BASIS FOR COVID-19

1. In order to cope with the threats of SARS-Cov-19 (COVID-19) and ensure maximum health service delivery, Director General Health Services, Primary & Secondary Healthcare Department invites sealed quotations (Technical & Financial in separate Envelopes -Single Stage Two Envelopes - PPR, 2014) from eligible bidders for the Supply of COVID-19 PCR AMPLIFICATION KITS through Framework Contract on Free Delivery to consignee's end basis (Delivered Duty Paid).
2. Sealed quotations are required to be submitted by interested bidders on **30-11-2020 till 11:00 AM** in Committee Room of **Directorate General Health Services 24-Cooper Road, Lahore**. The Quotations / Proposals thus received shall be opened on same day at **11:30 AM**.
3. The price shall be quoted in PKR (DDP Basis). The prices shall be inclusive of all type of taxes (except GST), duties, transportation charges etc. and Government will not pay any additional amount. However, the bidder shall specify GST separately along with his financial offer. If there is no mention of Taxes/GST the price shall be considered inclusive of all type of taxes.
4. 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.
5. Interested bidders may get the RFQ Documents bearing detailed specifications from the office of Director General Health Services Punjab, 24-Cooper Road, Lahore, upon payment of non-refundable fee of Rs. 2,000/- to Cashier of Accounts Department, DGHS.
6. The bidder will submit 2% Proposal/Bid Security in the form of Pay order/CDR / Bank Guarantee of given Estimated Cost.
7. Performance Guarantee will be 5% of the total Contract / Purchase Order Value in the shape of Bank Guarantee from any scheduled bank.
8. In case of late delivery of goods beyond the approved periods, grant in extension of delivery period with or without penalty will be discretion of DGHS. If extension granted with penalty then it will be @ 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.
9. Successful Bidders will be bound to provide after sale services 24/7 due to Emergency Situation regarding Corona (COVID-19) for smooth functioning of the laboratories (where applicable).
10. **Note: Keeping in view the ongoing Corona Virus (COVID-19) outbreak. Only Serious Eligible Bidders who can provide the goods are requested to participate**

Directorate General Health Services
 Government of Punjab, Primary & Secondary Healthcare Department
 24-Cooper Road Road, Lahore
 +923211498960

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 (where applicable);
- (h) Performance Guarantee Form;
- (i) Bid Form; and
- (j) Price Schedule

1.2 In case of discrepancies between the Invitation to Quotation / Proposal and bidding documents listed in 1.1 the Invitation to Quotation / Proposal 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/quotation 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/quotation.

2. Source of Funds

2.1 Government of the Punjab.

3. Eligible Bidders

3.1 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).

3.2 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.

3.3 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.

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

3.6 Additional eligibility requirement (if any) is defined in the Technical Specifications.

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/quotation 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/quotation, 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. Qualification and Disqualification of Bidders

6.1 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.

6.2 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.

6.3 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.

7. Corrupt or Fraudulent Practices

7.1 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/Quotation

8. Language of Bid/Quotation

8.1 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.

9. Bid Form and Price Schedule

9.1 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.

10. Bid Prices

10.1 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.

10.2 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.

10.3 The Bidder should quote the prices of goods according to the technical specifications for complete package or partial quantity. 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. The bidder may quote any optional item along with the main item if he deems appropriate that the optional item is mandatory for functionalization of equipment.

10.4 The price shall be quoted in PKR (DDP Basis). The prices shall be inclusive of all type of taxes (except GST), duties, transportation charges etc. and Government will not pay any additional amount. However, the bidder shall specify GST separately along with his financial offer. If there is no mention of Taxes/GST the price shall be considered inclusive of all type of taxes. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

10.5 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.

11. Bid Currencies

11.1 The bidder shall quote the price in PKR.

12. Documents Establishing Bidder's Eligibility and Qualification.

12.1 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.

12.2 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.

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

13.1 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.

13.2 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.

13.3 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.

14. Bid/Quotation Validity

14.1 Bids shall remain valid for a period of 30 Days, after opening of a bid. 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/Quotations

15. Format and Signing of Bid/Quotation

15.1 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.

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

16. Sealing and Marking of Bids

16.1 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.

16.2 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 Quotation / Proposal.

16.3 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.

16.4 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.

17. Deadline for Submission of Bids

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

18. Late Bid

18.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the Bidder.

19. Withdrawal of Bids

19.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to quotation / proposals.

19.2 No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of bid validity specified in ITB Clause 14. 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

20.1 The detail description of the procedure is described in Rule 38 of Punjab Procurement Rules, 2014.

Evaluation of Bids

21. Clarification of Bids

21.1 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.

22. Preliminary Examination

22.1 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.

22.2 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.

22.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a quotation/proposal keeping in view the emergent situation.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 22 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.

22.5 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.

23. Evaluation and Comparison of Bids

23.1 All bids shall be evaluated in accordance with the criteria and other terms and conditions set forth in these bidding documents and invitation of quotation / proposal.

23.2 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.

24. Evaluation Criteria

24.1 Quotation / Offer of the firm will be evaluated as per Technical Specification & criteria specified in the documents. Technical Bid Evaluation Report will be announced and after that financial bid of the responsive bidders will be opened. The Committee will evaluate the financial bids and conclude the procurement under emergency clauses of PPR, 2014 keeping in view the stock availability and early delivery of goods etc. The following evaluation factors/criteria will be employed on **technical proposals**.

24.2 Technical Evaluation Criteria

(KNOCK DOWN CRITERIA)

- i. 2% Proposal/Bid Security of given Estimated Cost (Copy with Technical Proposal and original with Financial Proposal)
- ii. Technical Offer with Make, Model and Country of Origin of the quoted product along with list of complete accessories to be provided.
- iii. Brochure / Technical Data Sheet / Samples of the Product. (Samples will have to be submitted as and if required by the Procuring Agency on same day of quotation opening which shall be evaluated by Technical Evaluation Committee/End User)
- iv. Quality Certificate(s) as mentioned in Specifications.
- v. Signed & Stamped Bid Form on letterhead of the firm.
- vi. Supplier's Declaration
- vii. NTN / GST Certificate (Active Status)
- viii. Undertaking on Legalized/Notarized Judicial Stamp Paper of Rs.100 regarding non-debarment/non-black listing or non-disqualification by any government / department/ agency / authority.
- ix. Tender Purchase Receipt (Original)
- x. The offer/product evaluation must fully comply with the advertised technical specifications of the quoted item.
- xi. The firm shall declare the make, model & country of origin of quoted product along with all accessories to be provided with the product on Legalized/Notarized Judicial Stamp Paper of Rs.100.

NOTE:

- 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.

- The firms are requested to don't attach un-necessary documents with quotation/proposal

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

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	

24.3 Financial proposals would be evaluated as follows:

- After technical evaluation is completed, the Procuring Agency shall announce the reports on the website and notify the date, time and location for opening of the financial proposals through email/ WhatsApp provided by the firm. All bidders in attendance at the time of opening of financial proposals shall sign an attendance sheet.
- 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.
- 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.
- 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.
- The bidders will quote the Price Schedules.

25. Rejection of Bids

25.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid as rule 35 of PPR, 2014.

26. Re-Bidding

26.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 25, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

26.2 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.

27. Announcement of Evaluation Report

27.1 The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids through electronic mail / WhatsApp / website of the department.

Award of Contract

28. Acceptance of Bid and Award criteria

28.1 The Bidder declared Successful by the department, 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/ partial quantity.

29. Quantity of an Item

29.1 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.

30. Notification of Award

30.1 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.

30.2 The notification of Award shall constitute the formation of the Contract.

31. Signing of Contract

31.1 The Procuring Agency will issue the Notification of Award/Advance Acceptance of Tender (AAT). The Procuring Agency and successful bidder shall sign and date the formal Contract. The firm will submit the required Performance Guarantee having validity equivalent to total warranty period of equipment and Stamp Duty as per prevailing government rules.

31.2 If the successful Bidder shows inability to sign the Contract or fail to deposit Performance Guarantee & Stamp Duty etc., then the firm shall be blacklisted minimum for one year for future participation. In such situation, the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

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

32. Schedule of Requirement

32.1 The supplies will be delivered as per quoted/ approved schedule.

32.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty shall be imposed as specified in Invitation for Quotation / Proposal.

32.3 The delivery period will be started from the date of issuance of Notification of Award.

33. Redressal of grievances by the Procuring Agency

33.1 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.

33.2 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 **One Day** after the announcement of the technical bid evaluation report.

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

RFQ DATA SHEET

ITB CLAUSE	DESCRIPTION
08	Language of Bid/quotation & correspondence shall be in English/Urdu.
10	The bidder shall have to quote the prices as per DDP mode along with all accessories as specified in the technical specifications, otherwise offer of the firm will straight away be rejected.
11	The price shall be quoted in PKR.
14	30 Days from the date of opening of bids/quotation.
15	Joint Venture is not permissible.
20	Single Stage-Two Envelope Bidding Procedure (38) (2) (a) shall be used for selection of Contractors.
N/A	Address for communication: Purchase Cell, Directorate General Health Services Primary & Secondary Healthcare Department 24- Cooper Road, Lahore.

DRAFT CONTRACT/ AGREEMENT

CONTRACT FORM

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

THIS CONTRACT is made at _____ on _____ day of _____ 2020, 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 voidable at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[The Supplier]* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Seller/ Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.
11. The Contract shall not constitute a partnership between the parties and that the supplier shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Punjab etc. or be considered as such included.
12. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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

Sign/ Seal by the Supplying firm

Sign/ Seal by Procuring Agency

Witness

1.

1.

2.

2.

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

a. General Conditions of Contract (GCC)

- | | | |
|---------------------|-----|---|
| 1. Definitions | 1.1 | <p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>(a) “The Contract” means the agreement entered into between the Purchaser Director General Health Services, Punjab 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.</p> <p>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</p> <p>(c) “The Goods” means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(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.</p> <p>(e) “GCC” means the General Conditions of Contract contained in this section.</p> <p>(f) “SCC” means Special Conditions of the Contract.</p> <p>(g) “The Purchaser” means the Director General Health Services, Punjab.</p> <p>(h) “The Supplier” means the individual or firm supplying the goods under this Contract.</p> <p>(i) “Day” means calendar day.</p> |
| 2. Application | 2.1 | <p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p> |
| 3. Source of Import | 3.1 | <p>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.</p> |

- 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.
- 4.3 If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Director General Health Services, Punjab the price difference shall be paid by the Supplier.
- 4.4 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.
- 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.
- 5.2 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.
- 5.3 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.
- 5.4 The Supplier shall permit the Purchaser to inspect the Supplier’s accounts and records relating to the performance of the Supplier.
- 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 Specifications/Evaluation Criteria/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
	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 Rupee.
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. In case the contractor fails to adhere to the prescribed time schedule, the purchaser is at liberty to make risk purchases at the risk & cost of the contractor in the best public interest.
	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/Schedule of Requirements,

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 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;

21.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Proposal/Quotation, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

21.3 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 prescribed in Schedule “Mechanism of Blacklisting” of Punjab Procurement Rules, 2014.

- | | |
|--------------------------|---|
| 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.

- | | |
|---------------------------|--|
| 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 | <p>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.</p> <p>27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> |
| 28. Taxation | 28.1 All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier. |

b. 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 Performance 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.

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. Part delivery and part payment is admissible.

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 Anywhere in Punjab.**

7. Integrity Pact

- 7.1** 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 stamp paper of Value Rs:100/- as given at Annex-D.

8. 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.

Schedule of Requirements

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

Consignee's End: Provincial store of CD&EPC Program/Any other designated store/warehouse.

Mode of Penalty	Delivery of 100% Quantity as per Signed Contract & Subsequent Purchase Order	Total delivery period
Without penalty	15 days	15 days
Extension in delivery period may be granted with late delivery charges/penalty @ 0.067 % per day of the value of undelivered supply beyond 15 days.		

Annexure-A**BID FORM**

Date:

Tender No:

Name of the Item:

To: [Name and address of Procuring Agency]

Respected Sir

Having examined the bidding documents including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance 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 , 2020

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 quotation)	Make	Model	Country of Origin	Country of Manufacturer	Supplier	Qty.	Unit Price (Pak Rs)	Total Price for each item (Pak Rs)
Total Price (DDP)									
GST									
Total Price including GST									
DELIVERY PERIOD AS PER QUOTED QUANTITY									
Delivery Period (DAYS)								Quantity	

Sign and Stamp of Bidder_____

Note: The price shall be quoted in PKR (DDP Basis). The prices shall be inclusive of all type of taxes (except GST), duties, transportation charges etc. and Government will not pay any additional amount. However, the bidder shall specify GST separately along with his financial offer. If there is no mention of Taxes/GST the price shall be considered inclusive of all type of taxes.

(TEMPLATE)

BID EVALUATION SHEET**Package No/Tender Number:** -----**Name of the Item and Qty:** -----**PART- I****KNOCK DOWN CRITERIA - (COMMERCIAL EVALUATION)****(All evaluation parameters defined below are mandatory for compliance)**

Sr. No.	Evaluation Parameters	M/S ABC	M/S XYZ
1	Active Taxpayer (NTN/GST)	Yes / No	Yes / No
2	Complete item with accessories and optional	Yes / No	Yes / No
3	Bid Validity	Yes / No	Yes / No
Remarks:		(Eligible/ Not Eligible for further evaluations of PART-II)	(Eligible/ Not Eligible for further evaluations of PART-II)

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

Item Sr. No	SPECIFICATION COMPLIANCE /EVALUATION PARAMETERS			
1	Name of Item	Brand		
		Model		
Country of Manufacturer				
Country of Origin of Product/Model Number				
Specifications/ Sample Evaluation:			Technically Acceptable /Not (Mention the reasons)	Technically Acceptable /Not (Mention the reasons)
Technical Eligibility of Product:			Eligible / Not Eligible	Eligible / Not Eligible
Technical Eligibility of Firm (as per evaluation criteria):			Eligible / Not Eligible	Eligible / Not Eligible
BID STATUS:			Responsive/ Substantially Responsive/Non- Responsive	Responsive/ Substantially Responsive / Non- Responsive

Annexure-C**SUPPLIER DECLARATION**

(on the Letter Head of the Bidder)

To

Dated: _____

Director General Health Services
Government of the Punjab
Primary & Secondary Healthcare Department

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 Director General Health Services, 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.

Annex-D**INTEGRITY PACT**

AFFIDAVIT (Rs: 100/- 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

ITEM(s) NAME WITH TECHNICAL SPECIFICATIONS AND BOQ

Inq. #	Description	Quantity	Total Estimated Cost PKR
01	<p><u>COVID- 19 PCR AMPLIFICATION KITS</u></p> <p>The real time PCR amplification kit for the detection of COVID-19. The kit contains all reagents for PCR as Master Mix, water, enzyme, Internal Positive and Negative controls. Minimum detection of at least two genes specific for SARS-CoV-2 (COVID-19) as per recommendations of WHO/ US CDC. Detection of target organism in single tube reaction. The result time is 45 minutes to 3 hours.</p> <p>CE-IVD/ US FDA/WHO approved.</p> <p>Note: Kit should be compatible with all types of extractions like magnetic bead, spin column based and one tube fast lysing separation kit.</p>	500,000	750,000,000/-