



Primary & Secondary
Healthcare Department

REQUEST FOR QUOTATION (RFQ)

FOR

**EMERGENCY PROCURMENT OF LAB
ITEM/CONSUMABLE ETC. FOR
UPGRADATION AND ESTABLISHMENT OF
LABORATORIES FOR NOVEL
CORONAVIRUS (COVID-19) TESTING**

PHASE-II

**DIRECTORATE GENERAL HEALTH
SERVICES
GOVERNMENT OF PUNJAB**

(YEAR 2019-2020)

REQUEST FOR QUOTATION PROCUREMENT OF LABORATORY ITEM/CONSUMABLES ETC. (EMERGENCY BASIS)

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 Laboratory Items/Consumables etc. for up gradation and establishment of Laboratories for CORONA COVID-19 Testing on Free Delivery to consignee's end basis (Delivered Duty Paid).
2. Sealed quotations are required to be submitted by interested bidders on **23-04-2020 till 10:30 AM** in Committee Room of **Director General Health Services 24-Cooper Road, Lahore**. The Quotations / Proposals thus received shall be opened on same day at **11:00 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.

Eligible Bidders

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 can download the RFQ Documents (containing item specifications, Bill of Quantities and terms & conditions) from the website of Director General Health Services (www.dghs.punjab.gov.pk) and Primary & Secondary Healthcare Department (www.pshealth.punjab.gov.pk) free of cost. There is no bid security.
6. A Bidder who has been barred/black listed or disqualified either by any government / department/ agency / authority would not be eligible to submit the quotation.
7. **Firms are required to submit following documents along with Technical Offer:**
 - Technical Offer with Make, Model & Origin of the product.
 - Brochure / Technical Data Sheet of the Product
 - Price Schedule & Bid Form
 - Supplier Declaration
 - NTN / GST Certificate (Active Status)

NOTE: The firms are requested to don't attach un-necessary documents with quotation/Offer.

8. The firm may submit quotation / offer for **partial/whole quantity** in any item. Moreover, the firm may submit partial delivery schedule against the whole quantity.
9. Procuring Agency may select more than one contractors for one product as per requirement and Delivery schedule.

10. Performance Guarantee will be 2% of the Contract / Purchase Order Value in the shape of Bank Guarantee / CDR from any scheduled bank. Performance Guarantee & Stamp duty may be submitted at later stage by the successful bidder but payment will be made after the submission of performance guarantee and stamp duty (as per laws).
11. In case of late delivery of goods beyond the quoted/ approved periods, penalty @ 2% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.
12. 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).

Note: Keeping in view the ongoing Corona Virus 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/Quotaion

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 criteria specified in Request for Quotation / Proposal & Bidding Documents. First, the offer of the firm will be evaluated against 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**

TECHNICAL EVALUATION CRITERIA

(KNOCK DOWN CRITERIA)

- i. The offer must comply with the advertised technical specifications of the quoted item.
- ii. The bidder shall submit NTN/GST Certificate with proof of Active Taxpayer (ATL) Status.
- iii. 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.
- iv. The bidder shall provide sample of quoted item/product. The submitted sample shall be evaluated by Technical Evaluation Committee/End User.

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:

- i) 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.
- 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.

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 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	<p>Address for communication:</p> <p>Purchase Cell, Directorate General Health Services Primary & Secondary Healthcare Department 24- Cooper Road, Lahore.</p>

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.

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, Primary & Secondary Healthcare Department.
- h. "The Supplier" means the individual or firms or joint venture supplying the goods under this Contract.
- i. "Day" means calendar day.
- j. 'emergency' means natural calamity, disaster, accident, war and operational emergency which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person, property or the environment;

2. Application

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

3. Country of Origin

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

4. Standards

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

Use of Contract Documents and Information

5.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the

Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

6. Patent Rights

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

7. Submission of Samples

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

8. Ensuring Storage/ Installation Arrangements

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

8.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty as specified in the Bidding Documents / Invitation to Quotation shall be imposed upon the Supplier.

9. Inspections and Tests

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

9.2. 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.

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.

15. Warranty

15.1 The firm shall maintain the goods for total comprehensive warranty period for complete system including parts & labour.

15.2 The comprehensive warranty shall be monitored by the end user.

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.

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. 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. Applicable Law

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

25. Notices

25.1 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.

25.2 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 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. Correspondence addresses

Procuring Agency

Contracting Firm

M/S-----

PERFORMANCE GUARANTEE FORM

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

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

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

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

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

Signature and Seal of the Guarantors/ Bank

Address

Date

Note:

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

Annexure-A

BID FORM

Date:
Tender No:
Name of the Item:

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

Respected Sir

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

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

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

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.

Annexure-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

BILL OF QUANTITIES & TECHNICAL SPECIFICATIONS

Item No.	Nomenclature / Specifications	Accounting Unit	Total Quantity Required	Estimated Cost (P/U)	Total Cost (Rs.)
1	Glass Tube (for Abbot auto extractor), Capacity 5ml with cap without additives. As per Sample.	No.	20,000	8 / each	160,000