



## **PURCHASE CELL**

DIRECTORATE GENERAL HEALTH  
SERVICES PUNJAB  
24-COOPER ROAD, LAHORE



Primary & Secondary  
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# **BIDDING DOCUMENTS**

## **PROCUREMENT OF ICE LINED VACCINE REFRIGERATOR, NFC ENABLED ANDROID SMART PHONE FOR EPI PROGRAM, LAPTOPS FOR CD&EPC PROGRAM AND BIOMETRIC FINGERPRINT SCANNER, LAPTOPS FOR HEPATITIS & INFECTION CONTROL PROGRAM**

**FOR FISCAL YEAR 2020-21**

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## TABLE OF CONTENTS

<b>Letter for Invitation</b> .....	
<b>Instructions To Bidder</b> .....	
General Instructions .....	
1. Content of Bidding Documents .....	
2. Source of Funds.....	
3. Eligible Bidders .....	
4. Eligible Goods and Services.....	
5. Cost of Bidding.....	
6. Clarification of Bidding Documents.....	
7. Amendment of Bidding Documents .....	
8. Qualification and disqualification of Bidders .....	
9. Corrupt or Fraudulent Practices.....	
Preparation of Bids.....	
10. Language of Bid.....	
11. Documents Comprising the Bid .....	
12. Bid Form and Price Schedule .....	
13. Bid Prices .....	
14. Bid Currencies .....	
15. Documents Establishing Bidder’s Eligibility and Qualification.....	
16. Documents Establishing Good’s Eligibility and Conformity to Bidding Document .....	
17. Bid Security.....	
18. Bid Validity.....	
Submission of Bids .....	
19. Format and Signing of Bid.....	
20. Sealing and Marking of Bids.....	
21. Deadline for Submission of Bids.....	
22. Late Bid.....	
23. Withdrawal of Bids .....	
Bidding Procedure.....	
24. Single Stage-Two Envelops Bidding Procedure.....	
Opening and Evaluation of Bids .....	
25. Opening of Bids by the Procuring Agency.....	
26. Clarification of Bids .....	

27. Preliminary Examination .....

28. Evaluation and Comparison of Bids .....

29. Evaluation Criteria .....

30. Contracting the procuring agency .....

31. Rejection of bids.....

32. Re-bidding.....

32. Announcement of evaluation report.....

33. Award of contract.....

34. Acceptance of bid and award criteria.....

35. Quantity of an Item .....

36. Limitations of negotiation.....

37. Notification of Awards.....

38. Signing of Contract.....

39. Performance Guarantee .....

40. Schedule of Requirements .....

41. Redressal of grievances by the Procuring Agency.....

**DRAFT CONTRACT/AGREEMENT**

**Contract Form .....**

**General Conditions of Contract.....**

Definitions.....

Application.....

Country of Origin.....

Standards .....

Use of Contract Documents and Information.....

Patent Rights.....

Ensuring storage/installation arrangements .....

Inspection and Tests .....

Physical examination/Inspection of goods.....

Delivery of Documents.....

Insurance.....

Transportation.....

Incidental Services.....

Warranty .....

Payment.....

Prices .....

Contract Amendments .....  
 Assignment.....  
 Subcontracts .....  
 Delays in the Supplier’s Performance .....  
 Penalties/liquidated Damages.....  
 Termination for Default.....  
 Force Majeure.....  
 Termination for Insolvency .....  
 Arbitration and Resolution of Disputes.....  
 Governing Language .....  
 Applicable Law.....  
 Notices.....  
**Special Conditions of Contract .....**  
**ANNEXURES**  
 Performance Guarantee Form.....  
 Bid Form .....  
 Price Schedule (CFR/CPT type) .....  
 Price Schedule (DDP type) .....  
 Bid Evaluation Report (Template).....  
 Supplier & Manufacturers Declaration Form.....  
 Technical Specifications.....

**INVITATION FOR BIDS**

**PROCUREMENT OF ICE LINED VACCINE REFRIGERATOR, NFC ENABLED ANDROID SMART PHONE FOR EPI PROGRAM, LAPTOPS FOR CD&EPC PROGRAM AND BIOMETRIC FINGERPRINT SCANNER, LAPTOPS FOR HEPATITIS & INFECTION CONTROL PROGRAM, DIRECTORATE GENERAL HEALTH SERVICES, PUNJAB, FY 2020-2021**

1. Director General Health Services, Punjab, Lahore invites sealed bids from the eligible bidders for the supply of Ice Lined Vaccine Refrigerator, NFC Enabled Android Smart Phone For EPI Program, Laptops For CD&EPC Program and Biometric Fingerprint Scanner, Laptops for Hepatitis & Infection Control Program, Financial Year 2020-21 on free delivery to Consignee's end basis. Detailed specifications along with quantities are given in the bidding documents. The Government of Punjab has allocated funds in the specific head of account for the purpose of the purchase above mentioned items.
2. Interested bidders may get the bidding documents bearing detailed specifications from the office of Directorate General Health Services Punjab, 24-Cooper Road, Lahore, on submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of Rs.2,000/- (Two thousand only) for each item serial number.
3. Bidding documents including detailed specifications, terms & conditions shall be issued during office hours. However, a copy of the bidding documents is also available for information on the websites of Punjab Procurement Regulatory Authority ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) & Directorate General Health Services, Punjab ([www.dghs.punjab.gov.pk](http://www.dghs.punjab.gov.pk)) until the closing date for the submission of bids.
4. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (Amended). The envelopes shall be marked as "FINANCIAL PROPOSAL" AND TECHNICAL PROPOSAL" in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
5. Sealed bids are required to be submitted by the interested bidders on 15.02.2021 at 11.00 A.M. positively in the Committee Room of this Directorate. The bids received till the stipulated date & time shall be opened on the same day at 11.30 AM in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee. Bid Security of the 2% of the estimated cost in the shape of Irrevocable Bank Guarantee/CDR/Pay order from any scheduled bank is required to be furnished with the Financial Bid otherwise bid will be rejected. Late bids shall not be entertained.
6. All bids should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.
7. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.
8. The bidders are requested to give their lowest and best prices with their bids as no negotiations on the prices are allowed.

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

-Sd-

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## **A. INSTRUCTIONS TO BIDDERS (ITB)**

### **General Instructions:**

#### **1. Content of Bidding Document**

**1.1** The goods required, bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the bidding documents include:

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

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

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

#### **2. Source of Funds**

**2.1** Government of the Punjab.

#### **3. Eligible Bidders**

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

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

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

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

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

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

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

#### **4. Eligible Goods and Services**

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

**4.2** For the purpose of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as transportation, insurance, after sale service, spare parts availability, etc. For purposes

of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.

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

## **5. Cost of Bidding**

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

## **6. Clarification of Bidding Documents**

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

## **7. Amendment of Bidding Documents**

**7.1** At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment. Such amendment/response shall be uploaded on the website of procuring agency or sent to all prospective Bidders that have received the bidding documents, and shall be binding on them.

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

## **8. Qualification and Disqualification of Bidders**

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

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

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

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

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

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

## 9. Corrupt or Fraudulent Practices

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

- a. defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) **coercive practice** by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - (ii) **collusive practice** by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
  - (iii) **corrupt practice** by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - (iv) **fraudulent practice** by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (v) **obstructive practice** by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.
- b. shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

## Preparation of Bids

### 10. Language of Bid

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

### 11. Documents Comprising the Bid

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

## **12. Bid Form and Price Schedule**

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

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

## **13. Bid Prices**

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

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

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

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

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

## **14. Bid Currencies**

**14.1** The bidder shall quote the price in PKR.

## **15. Documents Establishing Bidder's Eligibility and Qualification.**

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

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

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

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

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

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

## **17. Bid Security**

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

## **18. Bid Validity**

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

## **Submission of Bids**

### **19. Format and Signing of Bid**

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

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

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

### **20. Sealing and Marking of Bids**

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

**20.2** The inner and outer envelopes shall:

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

**20.3** The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as non-responsive or late.

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

### **21. Deadline for Submission of Bids**

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

### **22. Late Bid**

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

### **23. Withdrawal of Bids**

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

**23.2** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 18.2 Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deem necessary by the Procuring Agency.

## **The Bidding Procedure**

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

## **Opening and Evaluation of Bids**

### **25. Opening of Bids by the Procuring Agency**

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

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

**25.3** The procuring agency shall read aloud the unit price as well as the bid amount and shall record the minutes of the bid opening.

### **26. Clarification of Bids**

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

### **27. Preliminary Examination**

**27.1** The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

**27.2** In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

**27.4** Prior to the detailed evaluation, pursuant to ITB Clause 27 the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical proposals. The Procuring Agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

## 28. Evaluation and Comparison of Bids

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

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

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

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

## 29. Evaluation Criteria

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

### 29.2 Technical Evaluation Criteria

#### (KNOCK DOWN CRITERIA)

- i. Attach original receipt of tender purchase.
- ii. Copy of valid CNIC of Owner/CEO/MD.
- iii. Bidder must be Active Taxpayer (NTN & GST Certificate must be attached).
- iv. The bidder shall attach Sales Tax Return or Income Tax Returns for the last three Years.
- v. Only Original Manufacturer and Authorized Sole Agents of Foreign Manufacturer are eligible bidders in case of Biomedical Equipment i.e. Ice Lined Vaccine Refrigerator. The bidder shall provide valid sole agency agreement with manufacturer.
- vi. Only Manufacturer or its Authorized Sale & Service Dealers / Distributors shall be eligible bidder for other equipment (IT/Office/General Equipment etc.)
- vii. 2% Bid Security of estimated cost in the form of Irrevocable Bank Guarantee/CDR/Pay order from any scheduled bank. (Copy with Technical bid and original with Financial bid)
- viii. The bid/offer must comply with the advertised technical specifications of the quoted item. Incomplete offer/bid will straightaway be rejected.
- ix. The firms shall also explicitly declare the make, model & country of origin of all accessories to be provided with the item.
- x. The quoted model of the product shall be available on the current official website of the manufacturer otherwise, the quoted product shall be considered obsolete/ redundant and will straight away be rejected. (Where applicable)
- xi. The quoted product must have at least one-year local market business history. The bidder shall provide Supply Order/Purchase Order of quoted Product. (Installation and satisfactory performance report must be attached where available).
- xii. The product must comply with Quality Standards / Recognized Certifications as indicated in the Technical Specifications of requisite item(s).
- xiii. Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the local sole agent and in case of change of local agent, they will provide the after sales services themselves or through newly

- appointed agent for the period mentioned from the date of commissioning. Bidder shall also provide undertaking on Rs.100 notarized judicial stamp paper in this regard. (Where applicable)
- xiv. A Certificate from the manufacturer that the installation will be conducted in conformity with the system requirements by following the professional approach. (Applicable in case of only Biomedical Equipment i.e. ILR).
- xv. The Bidder shall provide technical data sheet/brochure/literature of the quoted product in technical bid. However, in case where samples are required, the bidder will be bound to provide the same within period as mentioned in the Bid Data Sheet on the request of the department for its evaluation.
- xvi. The bidder must provide Undertaking on notarized judicial stamp paper of Rs.100/- that the firm is neither convicted by any court of law nor currently blacklisted/debarred by any Federal & Provincial Govt. Institute/competent authority. (Subject to verification from Procurement Regulatory Authorities websites)
- xvii. The bidder shall declare make (generic & brand name), model/catalogue no., name of manufacturer & country of origin of quoted product along with list of all accessories to be provided with the product on notarized judicial stamp paper of Rs.100/-.
- xviii. The bidder shall submit affidavit on notarized judicial stamp paper of Rs.100/- that all terms and conditions as mentioned in these bidding documents are accepted.

**NOTE:**

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

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

**29.2.2 Profile of the Bidder**

The Bidders are required to submit its profile.

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

**29.3 Financial proposals would be evaluated as follows:**

- i) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. All bidders in attendance at the time of opening of financial proposals shall sign an attendance sheet.

- ii) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened, and the unit price as well as bid amount read aloud and recorded. Financial Proposals of technically non-responsive Bidders shall be returned unopened as per procedure prescribed in PPR, 2014.
- iii) Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- iv) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.
- v) The bidders will quote the Price Schedules.
- vi) Lowest will be determined on the basis as indicated in the Bid Data Sheet.

### **30. Contacting the Procuring Agency**

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

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

### **31. Rejection of Bids**

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

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

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

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

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

### **32. Re-Bidding**

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

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

**33. Announcement of Evaluation Report**

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

**Award of Contract****34. Acceptance of Bid and Award criteria**

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

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

**35. Quantity of an Item**

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

**36 Limitations on Negotiations**

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

**37. Notification of Award**

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

**37.2** The notification of Award shall constitute the formation of the Contract.

**38. Signing of Contract**

**38.1** The Procuring Agency will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Guarantee within 07 (Seven) Days after issuance of AAT. After receipt of Performance Guarantee (having validity equivalent to total warranty period of equipment) and Stamp Duty, the Procuring Agency and successful bidder shall sign and date the formal Contract. Further, mechanism is provided in Bid Data Sheet regarding type & execution of the Contract.

**38.2** If the successful Bidder shows inability to sign the Contract or fail to deposit Performance Guarantee & Stamp Duty etc., then their Bid Security/ Contract Security to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for three years for future participation. In such situation, the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

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

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

**39. Performance Guarantee**

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

**39.2** Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Clause 38.1 shall constitute sufficient grounds for the annulment of the Award, in

which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

**40. Schedule of Requirement****SCHEDULE OF REQUIREMENTS**

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

Consignee's End: Concerned Program designated warehouse.

<b>Mode of penalty</b>	<b>Shipping/Delivery Period</b>
Without Penalty	90 Days for CFR/CPT
Without Penalty	60 Days for DDP

In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.067% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered Supply shall be imposed upon the Supplier.

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

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

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

**41. Redressal of grievances by the Procuring Agency**

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

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

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

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

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

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

**41. Redressal of grievances by the Procuring Agency**

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

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

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

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

# Bid Data Sheet

ITB Reference	Description	Detail
N/A	Bid reference number	<b>IPL-919</b>
N/A	Commencement of sale of Bidding Documents	From the date of advertisement, on all working days <b>during office hours</b>
ITB Clause 24	Last date and time of submission of tender	15.02.2021 at 11.00 A.M
ITB Clause 27	Date, time and venue of opening of technical bids	15.02.2021 at 11.30 A.M
ITB Clause 16	Bid currency	The bidder shall have to quote the prices as per mode (DDP and CFR/CPT) specified in the technical specifications. In case both modes are mentioned in the technical specifications, the bidder shall have to quote both DDP & CFR/CPT prices, otherwise offer of the firm will straight away be rejected. In case where both DDP & CFR/CPT prices are required, lowest will be determined on the basis of CFR price (price of the main unit along with standard accessories including comprehensive warranty as mentioned in the technical specifications of each equipment. ii. In case where only DDP prices are required, lowest bidder will be determined on the basis of DDP price (price of the main unit along with standard accessories including comprehensive warranty as mentioned in the technical specifications of each equipment.
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	2% of the Estimated Cost
ITB Clause 22	Late Delivery Charges	In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.067% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

N/A	Sample of the Quoted item	The firm will submit the samples within 3 official working days from the date of technical bid opening (if required)
ITB Clause 21	Bid validity period	180 days from the date from the submission of bids.
ITB Clause 09	Bidding procedure	Single Stage - Two Envelope bidding procedure
ITB Clause 41	Performance Guarantee	It will be 5% of the Contract Value in the shape of Bank Guarantee from any scheduled bank.
ITB Clause 27	<b>Directorate General Health Services,  Punjab, Lahore  24-Cooper Road, Lahore.  Phone No. 042-99201145  Fax No.042-99201142  E-Mail: <a href="mailto:pcdghs.pshealth@punjab.gov.pk">pcdghs.pshealth@punjab.gov.pk</a>/<a href="mailto:pcdghslahore@gmail.com">pcdghslahore@gmail.com</a></b>	

# CONTRACT/AGREEMENT

## DRAFT CONTRACT FORM

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

**THIS CONTRACT** is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2021, between the (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (*firm name*) a firm having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

**WHEREAS** the Purchaser on behalf of its Procuring Agency invited bids for Procurement of Goods, in pursuance where of M/s (*firm name*) being the Manufacturer/ authorized Supplier/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (*item name*) and services in the sum of Rs (*amount in figures and words*) cost per unit, the total amount of (*quantity of goods*) shall be Rs. \_\_\_\_\_ (*amount in figures and words*)

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
  - a. the General Conditions of Contract;
  - b. the Special Conditions of Contract;
  - c. the Procuring Agency's Notification of Award;
  - d. the Technical Specifications accepted & allied requirements;
  - e. the scope of work;
  - f. the Bid & its clarifications.
  - g. any other documents deem appropriate
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in

whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.

7. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[The Supplier]* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Seller/Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.
11. The Contract shall not constitute a partnership between the parties and that the supplier shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Punjab etc. or be considered as such included.
12. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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

<b>Sign/ Seal by the Supplying firm</b>	<b>Sign/ Seal by Procuring Agency</b>
<b>Witness</b>	<b>Witness</b>
1.	1.
2.	2.

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

## **B. GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Definitions**

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

### **2. Application**

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

### **3. Country of Origin**

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

### **4. Standards**

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

### **Use of Contract Documents and Information**

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

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

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

## **6. Patent Rights**

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

## **7. Submission of Samples**

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

## **8. Ensuring Storage/ Installation Arrangements**

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

**8.2** In case of late delivery of total goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.067% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier. However, partially supplied (complete/functional items) shall be exempted from the LD charges.

## **9. Inspections and Tests**

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

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

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

## **10. Physical Examination/ Inspection of Goods**

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

**10.2** The Inspection Team will be designated by the Procuring Agency which will inspect (where specified) goods as per contracted specifications and installation protocols recommended by the manufacturers.

## **11. Delivery and Documents**

**11.1** The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is maximum 60 days (DDP) from the date of issuance of this contract. The details of original documents to be furnished by the Supplier is indicated in Technical Specifications.

## **12. Insurance**

**12.1** The goods supplied under the Contract shall be delivered duty paid (DDP) as mentioned under which all the risk is transferred to the supplier.

## **13. Transportation**

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

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

## **14. Incidental Services**

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

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

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

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

## **15. Warranty**

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

**15.2** The supplier shall give rates of the consumable items which remain constant for the Financial Year 2020-21, after completion of procurement as per purchase order. The supplier/firm shall be bound to supply said consumable items as and when required by the procuring agency. If both parties agreed, the contract may be extended for three month.

## **16. Payment**

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

**16.2** The payment will be made 100% after presentation of the delivery/ Installation/ completion report of the contract and all other works described in Contract. Part payment, part delivery may be admissible in case of huge quantity of the goods.

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

**16.4** In case of imported goods to be procured on CFR/CPT basis; the payment will be made 100% via establishing the LC in favor of manufacturer/beneficiary at sight and receiving shipping documents/ Bill of lading Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of International standards of quality as per INCOTERMS of latest version. The payment will be made in the following manner through a letter of credit to be opened by the Procuring Agency. (A) Payment shall be made after pre-shipment inspection at the manufacturing site (where applicable). If charges incurred on extension of L/C to next quarter it will be on part of contracting firm. **16.3** In case of DDP; the payment will be made 100% after presentation of the delivery/ Installation/commissioning/execution report of the contract and all other works described in Contract. Part payment, part delivery may be admissible in case of huge quantity of the goods.

## **17. Prices**

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

## **18. Contract Amendments**

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

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the Supplier's Performance**

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

**21.2** If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.

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

## **22. Penalties/ Liquidated Damages**

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

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

## **23. Termination for Default**

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

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

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

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

#### **24. Force Majeure**

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

#### **25. Termination for Insolvency**

**25.1** The Procuring Agency may at any time terminate the Contract by giving written notice of one-month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

#### **26. Arbitration and Resolution of Disputes**

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

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

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

#### **27. Governing Language**

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

**28. Applicable Law**

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

**29. Notices**

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

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

## **C. SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

### **1. General:**

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

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

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

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

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

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

### **2. Insurance of Local Goods**

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

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

### **3. Payment**

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

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

**3.3** The amount of Letter of Credit shall be paid to beneficiary/Manufacturer on production of the following non-negotiable documents. i. Draft. ii. Three original and two copies of the Supplier's Invoice showing purchaser as DGHS, Government of Punjab, Pakistan, the Contract No., Goods description, quantity, unit price and total amount. Invoice must be signed in original stamped or sealed with company stamp or seal.

Four Copies of packing list identifying content of each package along with serial numbers of the supplied units.

- iv. One original and two copies of the negotiable, clean, on board through bill of lading marked “freight prepaid” and showing purchaser as DGHS Punjab or its Procuring agencies.
- v. Copy of Insurance Certificate showing purchaser as the beneficiary;
- vi. The original manufacturer’s warranty certificate covering all items supplied;
- vii. One original copy of the Supplier’s Certificate of origin covering all items supplied.
- viii. Copy of Pre-Shipment inspection furnished to Supplier by the purchaser representative/third party, where applicable
- ix. Test/ Inspection Certificate of manufacturers.
- x. Compliance Report of Internal Quality Standards.
- xi. Product model, serial numbers. xii. Manufacturer’s Guarantee Certificate to the effect that: Manufacturer’s Guarantee Certificate to the effect that: a) the goods supplied by them are strictly in conformity with the specifications stipulated in the contract. b) the goods have been packed and marked suitable for transport by Sea, Rail, Road and Air in terms of the contract. c) the stores supplied by them are brand new and absolutely free from any material or manufacturing defects. d) Manufacturer’s test certificate in respect of each consignment.

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

#### **4. Execution of Warranty**

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

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

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

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

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

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

#### **5. Packing & Marking**

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

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

#### **6. Place of delivery:**

- 6.1** Directorate General Health Services, Punjab  
24-Cooper Road Lahore or place specified at the time of delivery.

#### **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 , 2021

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

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

Name of Bidder \_\_\_\_\_

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

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

Sign and Stamp of Bidder \_\_\_\_\_

**Note:** In case of discrepancy between unit price and total, the unit price shall prevail.  
The prices shall be inclusive of all type of taxes, duties, transportation charges etc. and Government will not pay any additional amount.

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

Name of Bidder \_\_\_\_\_

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

Item. No.	Name of Item (As listed in invitation of bid)	Make	Model	Country of Origin	Country of Manufacturer	Supplier	Port of Dispatch	Qty	Unit Price (/£/\$)	Total Price for each item /£/\$	Name of beneficiary bank
	Total Price (CFR/CPT) Main equipment with standard accessories including comprehensive warranty										

Sign and Stamp of Bidder \_\_\_\_\_

**Note:**

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

**Annexure-C****SUPPLIER DECLARATION**

(On the Letter Head of the Bidder)

To

Date: \_\_\_\_\_

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

I declare that:

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

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

- All information provided in this Bid is current and correct and the firm has no reservations with this Bidding Documents.
- This Bid contains all the information as is prescribed in the *Bidding Documents*.
- The Firm will abide by all the rules and regulations, formulated by the Government of Punjab, Primary & Secondary Healthcare Department.
- The firm will notify you of all changes and variations to the Product / its manufacturing status.
- The firm is not currently 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 &amp; 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.

**BILL OF QUANTITIES & TECHNICAL SPECIFICATIONS**

Sr. No.	Item name and detailed specifications	Quantity Required	Estimated Total Cost
1.	<p><b><u>ICE LINED VACCINE REFRIGERATOR</u></b></p> <p>WHO-Prequalified/approved  Twin Ice-Lined vaccine Refrigerator / vaccine Freezer (Switchable) (Top door type)  Climate Zone Hot, Tested and performance at +43°C Temperature  Electric Power (220-240V).  Net Vaccine Storage Capacity 140 to 150 Litres  Ice pack storage capacity minimum 180 of 0.6 Litres  Refrigerator Temperature set point range (+2 to +8 °C)  Freezer Temperature Set Point (- 20°C)  External Temperature reading.  Hold Over Time (Refrigerator) Minimum 48 Hour or above.  Hold Over Time (Freezer) Minimum 3-Hours &amp; 30 minutes or above  Freezer Protection Grade A  Minimum five baskets  Country of Manufacturer: USA/ EUROPE/ JAPAN  Compliance of Quality Standards: FDA 510k/ CE MDD/ JpMHLW  Warranty: Comprehensive 02 Years (Including parts and labor)  Payment Mode: CFR/CPT &amp; DDP</p>	128	99,840,000
2.	<p><b><u>NFC ENABLED ANDROID SMART PHONES:</u></b></p> <p>Operating System: 7.0 or higher  Minimum 5 inches LCD Display or higher  Minimum 2GB RAM and 8GB ROM or higher  Dual Camera , Minimum 2MP Front camera and 5MP Back Camera  Minimum 2200 mAH Battery (original) or Higher  Handfree, Adopter+ Charging Lead available in Box  Dual SIM, Dual Standby  Memory Card Option  PTA registered and Ready to use  NFC must be enabled.  Minimum 1 year warranty (may be claimed from authorized dealers)  (Note: Department will test NFC Accuracy from appropriate forum.)  Payment Mode: DDP</p>	2,000	50,000,000
3.	<p><b><u>LAPTOPS</u></b> (FOR HCP PROGRAM)</p> <p><b>Processor:</b> 10<sup>th</sup> Generation Intel Core i7 (3.5 GHz or higher)  <b>Memory:</b> 08 GB DDR4 or higher.</p>	150	24,750,000/-

	<p><b>Storage:</b> 01 TB HDD or higher  <b>Display:</b> 14''-15.6''FHD  <b>Graphic Card:</b> Integrated  <b>Wireless/Bluetooth:</b> 2X2 Dual Band Wireless (802.11 b/g/n or ac)W/Bluetooth  <b>Network Adapter :</b>Built-in Gigabit Ethernet LAN  <b>Camera:</b> HD 720p Web Cam  <b>Security:</b> Fingerprint Reader,FWTPM2.0  <b>I/O interface:</b> Audio/Microphone Jack, 2XUSB 2.0/3.0/3.1 or more,1X HDMI/VGA port.  <b>Battery:</b>3-4 hours battery life or higher  <b>Keyboard:</b> Full size Standard Keyboard with touch pad  <b>Carrying Case:</b>_Standard carrying case of same brand  <b>Warranty:</b> 1-year Parts and Labour channel warranty  <b>Optional:</b> (Please quote price of optional items separately)  <b>The firm will quote the price of the 512 GB SSD as optional (mandatory to quote)</b></p> <p><b>Payment Mode: DDP</b></p>		
4.	<p><b><u>BIOMETRIC FINGERPRINT SCANNERS FOR INSAF MEDICINE DESK</u></b></p> <p><b>Connection:</b> USB 2.0.  <b>Supported OS :</b>Microsoft Windows (32-bit and 64 – bit), Linux(32-bit and 64-bit),Android  <b>Resolution:</b> 500ppi, image capture area (Platen size):13x17mm (0.5''x0.6). Sensor type: Optical.  <b>Illumination:</b> blue LEDs  <b>Operating temperature:</b> 0°C ±. 40 °C.  <b>Operating humidity:</b>20-80%(non-condensing) Device size:52x31x16mm  <b>Warranty: 1-year Replacement Warranty</b></p> <p><b>Payment Mode: DDP</b></p>	200	5,000,000
5.	<p><b><u>LAPTOP</u></b> (FOR CD&amp;EPC PROGRAM)</p> <p>Intel Core i7-10<sup>th</sup> Gen processor, 16GB DDR4-2666 Memory or above 256 GB SSD Screen size: 13.3'' or above display: High Quality Touch screen Gorilla Glass IPS Micro edge/Infinity edge or better, HD Webcam, HDMI port, USB 3.0 and USB C Port, Fingerprint reader, Backlit keyboard, battery backup: 2.5hrs.or above  <b>Warranty:</b> One -year comprehensive onsite replacement warranty with parts &amp; labor form the date of delivery/installation &amp;Technical support by bidder in all aspects.  <b>Optional :</b> (Please quote price of optional items separately)  Windows 10 pro (Registered),  Antivirus (Registered),</p>	12	3,780,000

	<p>Microsoft office 2019 (Registered).  <b>Accessories:</b> Standard and durable laptop bag of same brand  <b>Payment Mode: DDP</b></p>		
--	-------------------------------------------------------------------------------------------------------------------------------------------------	--	--

**NOTE:**

- A. Installation shall be the responsibility of Successful bidder/ Contractor.
- B. The firm is advised to visit Installation Site (Directorate General Health Services, Punjab, 24-Cooper Road, Lahore) before the submission of bids.
- C. The bidder shall provide followings along with supply of Goods: (Where applicable)
  - i. Certificate from the manufacturer of Foreign Principal that they will provide after sales services through its agent and in case of change of its agent, it will provide the services itself or newly appointed Agent/ Distributor.
  - ii. Operational Manuals
  - iii. Quality test certificate by the manufacturer
  - iv. Basic Operational Training to Staff of the Department.



**GOVERNMENT OF THE PUNJAB**  
**DIRECTORATE GENERAL HEALTH SERVICES, PUNJAB**  
24-COOPER ROAD, LAHORE  
pcdghs.pshealth@punjab.gov.pk, pcdghslahore@gmail.com  
+924299201145



## **BIDDING DOCUMENTS**

### **PROCUREMENT OF SAFETY BOX AND SPUTUM CONTAINER**

**FINANCIAL YEAR**  
**(2020-21)**

**Name of Procuring Agency: Director General Health Services, Punjab,  
Lahore**

**Corresponding Address : 24-Cooper Road, Lahore.**

**Phone No: 042-99201145**

**Fax No: 042-99201142**

**E-Mail: pcdghslahore@gmail.com**

# Bid Data Sheet

ITB Reference	Description	Detail
N/A	Bid reference number	<b>IPL-919</b>
N/A	Commencement of sale of Bidding Documents	From the date of advertisement, on all working days <b>during office hours</b>
ITB Clause 24	Last date and time for the receipt of bids	<b>15.02.2021 at 11:00 AM</b>
ITB Clause 27	Date, time and venue of opening of technical bids	<b>15.02.2021 at 11:30 AM</b>
ITB Clause 16	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	2% of the Estimated Cost
ITB Clause 21	Bid validity period	180 days from the date of the submission of bids.
ITB Clause 09	Bidding procedure	Single Stage – Two Envelope bidding procedure
ITB Clause 27	<b>Directorate General Health Services,  Punjab, Lahore  24-Cooper Road, Lahore.  Phone No. 042-99201139-40  Fax No.042-99201142  E-Mail :<a href="mailto:pcdghslahore@gmail.com">pcdghslahore@gmail.com</a></b>	

# INVITATION FOR BIDS

## PROCUREMENT OF SAFETY BOX AND SPUTUM CONTAINER, DIRECTOR GENERAL HEALTH SERVICES, PUNJAB, LAHORE, FINANCIAL YEAR 2020-21.

1. Director General Health Services, Punjab, Lahore invites sealed bids from the eligible bidders for the procurement of Safety Box And Sputum Container for the Financial Year 2020-21 on free delivery to Consignee's end basis. Detailed specifications along with quantities of items etc. are given in the bidding documents. The Government of Punjab has allocated funds in the specific head of account for the purpose of the purchase of items.
2. Interested bidders may get the bidding documents & detailed specifications from the office of Director General Health Services Punjab, 24-Cooper Road, Lahore, on submission of written application on their letter head and a copy of CNIC along with payment of non-refundable fee of Rs.2000/- (For each tender inquiry no.) for each set of bidding documents & detailed specifications.
3. Bidding documents including detailed specifications, terms & conditions shall be issued up to 15.02.2021 during office hours. However, a copy of the bidding documents is also available for information only on the websites of Punjab Procurement Regulatory Authority ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) as well as DGHS ([www.dghs.punjab.gov.pk](http://www.dghs.punjab.gov.pk)) until the closing date for the submission of bids.
4. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014 (Amended). The envelopes shall be marked as "FINANCIAL PROPOSAL" AND TECHNICAL PROPOSAL" in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders
5. Sealed bids are required to be submitted by the interested bidders on 15.02.2021 at 11.00 A.M. positively in the Committee Room of this Directorate. The bids received till the stipulated date & time shall be opened on the same day at 11.30 A.M in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee. Bid Security of the 2% of the estimated cost in the shape of Pay Order/Bank Draft/Deposit at Call/Irrevocable Bank Guarantee from any scheduled bank is required to be furnished original with the **Financial Bid** and copy with **Technical Bid** otherwise bid will be rejected. Late bids shall not be entertained.
6. All bids should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.
7. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.
8. The bidders are requested to give their lowest and best prices with their bids as no negotiations on the prices are allowed.

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

Sd-  
Director General Health Services,  
Punjab, Lahore  
24-Cooper Road, Lahore.  
Phone No. 042-99201139-45  
Fax No.042-99201142  
E-Mail:  
[pcdghslahore@gmail.com](mailto:pcdghslahore@gmail.com)

# Table of Contents

Invitation to Bid .....	
Instructions to Bidder .....	
General Instructions .....	
Content of Bidding Documents.....	
Source of Funds.....	
Eligible Bidders .....	
Eligible Goods and Services .....	
Cost of Bidding .....	
Clarification of Bidding Documents .....	
Amendment of Bidding Documents .....	
Qualification and disqualification of Bidders .....	
Corrupt or Fraudulent Practices .....	
Preparation of Bids .....	
Language of Bid .....	
Documents Comprising the Bid .....	
Bid Form and Price Schedule .....	
Bid Prices .....	
Bid Currencies .....	
Documents Establishing Bidder's Eligibility and Qualification .....	
Documents Establishing Good's Eligibility and Conformity to Bidding Document .....	
Bid Security.....	
Bid Validity .....	
Submission of Bids .....	
Format and Signing of Bid .....	
Sealing and Marking of Bids .....	
Deadline for Submission of Bids .....	
Late Bid .....	
Withdrawal of Bids .....	
Bidding Procedure .....	
Single stage-two envelopes bidding procedure .....	
Opening and Evaluation of Bids .....	
Opening of Bids by the Procuring Agency .....	
Clarification of Bids .....	
Preliminary Examination .....	
Evaluation and Comparison of Bids .....	
Evaluation Criteria .....	
Contracting the procuring agency .....	
Rejection of bids .....	
Re-bidding .....	
Announcement of evaluation report .....	
Award of contract	
Acceptance of bid and award criteria .....	
Procuring agency's right to vary quantities at the time of award .....	
Limitations of negotiation.....	
Notification of Awards .....	
Signing of Contract .....	
Performance Guarantee .....	
Schedule of Requirements .....	
Redressal of grievances by the Procuring Agency .....	
General Conditions of Contract .....	
Definitions .....	
Application .....	

Country of Origin .....
Standards .....
Use of Contract Documents and Information .....
Patent Rights .....
Submission of Samples .....
Ensuring storage/installation arrangements .....
Inspection and Tests .....
Physical examination/inspection of goods .....
Delivery of Documents .....
Insurance .....
Transportation .....
Incidental Services .....
Warranty .....
Payment .....
Prices .....
Contract Amendments .....
Assignment .....
Subcontracts .....
Delays in the Supplier's Performance .....
Penalties/liquidated Damages.....
Termination for Default .....
Force Majeure .....
Termination for Insolvency .....
Arbitration and Resolution of Disputes .....
Governing Language .....
Applicable Law .....
Notices .....
Special Conditions of Contract .....

#### Annexures

Bid cover sheet.....
Performance Guarantee Form .....
Manufacturer's Sole Authorization Form .....
Contract Form .....
Bid Form .....
Price Schedule (DDP type) .....
Schedule of requirement.....
Evaluation criteria.....

**SECTION 1**  
**Invitation to Bid**

*Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully*

## **SECTION II**

### **Instructions to Bidders**

## **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:

Instructions to Bidders (ITB);  
General Conditions of Contract (GCC);  
Special Conditions of Contract (SCC);  
Schedule of Requirements;  
Technical Specifications;  
Contract Form;  
Manufacturer's Authorization Form;  
Performance Guaranty Form;  
Bid Form; and  
Price Schedule

The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 1.1 said Bidding Documents shall take precedence.

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

#### **2. Source of Funds**

2.1 DGHS, Government of Punjab.

#### **3. Eligible Bidders**

3.1 This Invitation for Bids is open to all original Manufacturers/authorized sole Agents of Foreign/ Local manufacturers in Pakistan for supply of goods.

3.2 The bidder must possess valid legal enforceable exclusive authorization from the Foreign/Local Manufacturer; they should have a documentary proof to the effect that they are the original Manufacturer of the required goods.

3.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.

#### **4. Eligible Goods and Services**

4.1 Country of manufacturer is mentioned in specifications. However, country of origin of equipment could be from any geographical region of the world as per laws of Pakistan.

4.2 For the purpose of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as transportation, insurance, after sale service, spare parts availability, etc. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. In case of the "manufacturer" the "origin" means the firm is based and registered in that country and registered with their stock exchange. Goods are produced when, through manufacturing or processing, or substantial and

major assembly of components, a commercially recognized product is produced that is substantially different in basic characteristics or in purpose or utility from its components.

## **5. Cost of Bidding**

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

## **6. Clarification of Bidding Documents**

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

## **7. Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing, and shall be binding on them.

7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

## **8. Qualification and Disqualification of Bidders**

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

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

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

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

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

8.6 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be blacklisted.

## **9. Corrupt or Fraudulent Practices**

9.1 The Procuring Agency requires that all Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of rule 2 (P) of PPRA 2014 (Amended) 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; 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; 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; 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; obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.

b. shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

## **Preparation of Bids**

### **10. Language of Bid**

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

### **11. Documents Comprising the Bid**

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

A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial proposal);

Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;

Documentary evidence established in accordance with ITB Clause 15 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

## **12. Bid Form and Price Schedule**

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

## **13. Bid Prices**

13.1 The Bidder shall indicate on the Price Schedule the unit prices and total Package Price of the goods, it proposes to supply under the Contract.

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

13.3 The Bidder should quote the prices of goods according to the technical specifications for complete package/Tender. The specifications of goods, different from the demand of enquiry and packaged items, shall straightway be rejected.

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

13.5 Prices offered should be for complete package/Tender with accessories; detail of which is already mentioned in the technical specifications.

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

## **14. Bid Currencies**

14.1 Pak Rupees.

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

14.3 The price for complete package/Tender, standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest bidder. Optional items will not be considered while determining the lowest bidder.

## **15. Documents Establishing Bidder's Eligibility and Qualification**

15.1 The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

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

15.3 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:

The Supplier/ agent shall have to produce Exclusive letter of authorization / Sole Agency Certificate from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided, or joint venture/ consortium/ alliance of the local Sole agents/manufacturers.

National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by the bidder(s).

The Bidder shall submit an affidavit on legal stamp paper of Rs. 20/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a local body or a public sector organization. On account of submission of false statement, the Bidder shall be disqualified forthwith and subsequently black listed.

The Bidder should have strong engineering background and necessary tools/ test equipment, trained staff for the goods required after sales services.

The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.

The Bidder must indicate the country of origin of the goods, Country of manufacturer, capacity of production of the firm (in case of manufacturer), its financial status, necessary assurance of quality production, Certificate(s) for conformity with International standards of Quality and list of qualified technical persons along with qualification and trainings, list of main service, testing and calibration tools and in case of manufacturer; the supervisory staff working in the production and quality control departments in the manufacturing plant.

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

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

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

16.3 Submission of sample if so required by the Technical Committee; the bidder shall provide the sample or give demonstration as per requirement for evaluation/ satisfaction of the Committee.

16.4 Submission of Original Purchase Receipt of tender.

16.5 Alternative bid is not allowed also a bidder cannot submit two bids. If the bidder quotes an alternative bid or submit two bids then the bidder will be considered as non-responsive.

## **17. Bid Security**

17.1 Bid Security is 2% of the total estimated cost in the shape of irrevocable Bank Guarantee or CDR from scheduled bank. Bid Security amounting to less than 2% shall not be acceptable

17.2 Separately against each package/Tender/Tender Enquiry No. given in this tender document;

17.3 As a part of financial bid envelope, failing which will cause rejection of bid;

17.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt / Bank Guarantee (issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document) in the name of the Purchaser;

17.5 Have a minimum validity period of 180 days from the last date for submission of the tender or until furnishing of the Performance Security, whichever is later.

17.6 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

17.6.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

17.6.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

17.6.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

17.7 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security

## **18. Bid Validity**

18.1 Bids shall remain valid for a period of 180 days after opening of Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

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

18.3 Bidders who, agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and do not agree to an extension of the bid validity period shall be allowed to withdraw their bids, if any.

## **Submission of Bids**

### **19. Format and Signing of Bid**

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

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

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

## **20. Sealing and Marking of Bids**

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

20.2 The inner and outer envelopes shall: be addressed to the Procuring Agency at the address given in the Invitation for Bids; and bear the Institution/Hospital name and number indicated in the Invitation for 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 for Bid.

The inner envelopes shall also indicate the name and address of the Bidder/ Lead Bidder to enable the bid to be returned unopened in case it is declared as non-responsive or late.

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

## **21. Deadline for Submission of Bids**

21.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified under ITB Clause 19.1 not later than the time and date specified in the Invitation for Bids.

21.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7 , in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **22. Late Bid**

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

## **23. Withdrawal of Bids**

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

23.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 18.2 Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deem necessary by the Procuring Agency.

## **The Bidding Procedure**

### **24. Single stage – two envelopes bidding procedure**

24.1 Single stage – two envelopes bidding procedure shall be applied:

The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal; the envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion; initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened; the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened;

The Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements; during the technical evaluation no amendments in the technical proposal shall be permitted; the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;

After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and (ix) The bid found to be the lowest evaluated bid shall be accepted.

(x) The procuring agency may adopt any other bidding procedure depending on the nature of procurement / Type of Goods / Equipment to be procured as per the methods of procurement prescribed in PPRA 2014 (Amended) and its subsequent amendments, if any.

### **Opening and Evaluation of Bids**

#### **25. Opening of Bids by the Procuring Agency**

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

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

25.3 The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

#### **26. Clarification of Bids**

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

#### **27. Preliminary Examination**

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

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

27.2 In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

27.4 Prior to the detailed evaluation, pursuant to ITB Clause 27 the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

## **28. Evaluation and Comparison of Bids**

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

28.2 The Procuring Agency's evaluation of technical proposal/ bid shall be on the basis of previous performances, test reports, inspection of plant/ factory/ premises, previous experience of similar contracts, availability of engineering staff and their capabilities, inventory of spare parts, workshop facility to provide the after sales services, financial soundness and such other details as already highlighted. However, the evaluation of financial proposal shall be on the basis of price.

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

28.4 In case of procurement on CIF basis; for the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees in pursuant to ITB Clause 13. The rate of exchange shall be the selling rate, prevailing on the date of opening of Financial Bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

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

## **29. Evaluation Criteria**

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

## 29.2 Technical Evaluation Criteria

For evaluation of bids KNOCKED DOWN CRITERIA will be applied. The bids conforming to the specifications and pre-requisite conditions indicated in specifications and evaluation criteria will be considered for further technical evaluation.

The technical evaluation of tenders will be carried out by the designated Technical Evaluation Committee of Procuring Agency.

The bid must comply with the advertised technical specifications of the quoted single item/ complete package. Incomplete offer will straightaway be rejected.

The bidder must possess Exclusive/Sole authorization agreement from the Foreign Manufacturer (where applicable).

The Manufacturer should have documentary evidence to the effect that they are the original Manufacturer of the quoted product with indication of manufacturing site and its location.

The Technical status of offers will be declared as Responsive, Non Responsive and Substantially Responsive as per following technical evaluation criteria:

### **TECHNICAL EVALUATION CRITERIA**

#### **KNOCK DOWN PARAMETERS**

(Failure to comply with any knock down parameter will result in disqualification of bidder)

<b>Sr. No.</b>	<b>PARAMETERS</b>	<b>DOCUMENTS REQUIRED</b>
01	Original receipt of purchase of tender	Original receipt
02	Valid Nationality / Identity of Owner/CEO/MD	Valid CNIC copy
03	2% Bid Security of estimated cost	Copy with technical bid and original with financial bid
04	NTN / GST and ATL	The bidder must provide the NTN/GST registration certificate and proof of enlistment on the Active Taxpayer List (ATL) available on Federal Broad of Revenue (FBR) website
05	Annual Sales Turnover/Gross Revenue	The bidder shall provide Annual Sales Turnover/Gross Revenue of following Financial Years in form of FBR Tax Returns: i. 2018-19 ii. 2019-20
06	Acceptance of terms and conditions	The bidder will submit affidavit on notarized judicial stamp paper of Rs. 100/- that all terms and conditions as mentioned in Bidding documents are accepted.
07	Sole Agency Agreement / Authorization Letter (In case of foreign manufacturer)	1. The bidder will provide valid Sole agency agreement / authorization letter from foreign principal. 2. The Bidder must provide undertaking on notarized Judicial stamp paper of Rs.100/- that bidder is authorized Sole Agent/

		Distributor from the foreign principal/ manufacturer of quoted item(s).
08	Product Evaluation (Quoted Product must comply with the tender / advertised specifications)	The bidder shall provide two samples (on same day of Technical Bid Opening) of quoted product, as per requirement for evaluation/satisfaction of the Committee along with its bid/offer otherwise the offer will be rejected straight away. Sample, will be evaluated by the <b>End User</b> by analyzing its Production quality, Design, Reliability, Conformance to the specification & quality standards and safe for the usage etc. Evaluation by End User will be the knock down criteria.
09	Non-Conviction Not-Blacklisted/Not-Debarred	Undertaking on notarized judicial stamp paper of Rs.100/- that the firm is neither convicted by any court of law nor blacklisted/debarred by any Federal & Provincial Govt. Institute/competent authority. (Subject to verification from Procuring Regulatory Authorities websites)

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.

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

### **29.2.2 Profile of the Bidder**

Sr.#	Particulars	
1.	Name of the company	
2.	Registered Office	
3.	Address	
4.	Office Telephone Number	
5.	Fax Number	
6.	Contact Person	
7.	Name	
8.	Personal Telephone Number	
9.	Email Address	
10.	Local office if any	
11.	Address	
12.	Office Telephone Number	

13.	Fax Number	
14.	Bid Signing Authority	
15.	Name	
16.	Address	
17.	Personal Telephone Number	

The financial bids of only technically responsive bidders will be opened publicly. The financial bids of the firm whose bid was found technically non-responsive shall be returned un-opened to the respective bidders.

29.3 Financial proposals would be evaluated as follows:

After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.

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 (financial proposals of technically non-responsive Bidders shall be returned unopened). These financial proposals shall be then opened, and the total prices read aloud and recorded.

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. The total price of the system will be calculated by converting the price to single currency (Pak Rs.) on the rate of date of opening of Financial Proposal; in case of import of item.

The lowest responsible bidder will be declared with standard accessories. The price of optional items will not be considered while establishing the lowest bid.

### **30. Contacting the Procuring Agency**

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

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

### **31. Rejection of Bids**

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

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

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

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

### **32. Re-Bidding**

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

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

### **33. Announcement of Evaluation Report**

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

### **Award of Contract**

### **34. Acceptance of Bid and Award criteria**

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

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

### **35. Procuring Agency's right to vary quantities at time of Award**

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

### **36 Limitations on Negotiations**

36.1 Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the PPRA 2014(Amended) and its subsequent amendments, if any.

### **37. Notification of Award**

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

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

### **38. Signing of Contract**

38.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

38.2 Within ONE week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract. The Procuring Agency shall issue Purchase Order on the same date of signing of Contract after ensuring the submission of Bank Security for execution of the contract by the Contractor. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their Bid Security/ Contract Security to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for three years for future participation. In such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

The contract is to be made on 04 stamp paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No.JAW/HD/8-21/77 (PG) dated 1st January, 2014.

### **39. Performance Guarantee**

39.1 On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be 5% of the contract amount. The performance security shall be deposited in the shape of Deposit at Call/ irrevocable Bank Guarantee.

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

### **40. Schedule of Requirement**

40.1 The supplies shall be delivered/ shipped within 60 days w.e.f the next date after the date of issue of Purchase Order (without penalty)/ and with prescribed penalty.

40.2 However, in special cases, delivery period can be fixed shorter or higher than the above mentioned schedule of requirement as deem appropriate by the Procuring Agency.

40.3 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.067% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

40.4 In case of DDP the delivery period will be started from the date of issuance of Purchase order to the Contractor.

### **41. Redressal of grievances**

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

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

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

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

41.5 Any bidder not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant court of jurisdiction.

## **B. General Conditions of Contract (GCC)**

### **1. Definitions**

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

“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.

“The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

“The Goods” means medical equipment and machinery and other items which the Supplier is required to supply to the Procuring Agency under the Contract.

“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 Institute/ Hospital, Insurance, transportation of goods up to the desired destinations, commissioning, training and other such obligations of the supplier covered under the Contract.

“GCC” mean the General Conditions of Contract contained in this section.

“SCC” means the Special Conditions of Contract.

“The Procuring Agency” means the DGHS, Government of the Punjab or the procuring agency advertised the tender.

“The Procuring Agency’s Country” is the country named in SCC

“The Supplier” means the individual or firms or joint venture supplying the goods under this Contract.

“Day” means calendar day.

### **2. Application**

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

### **3. Country of Origin**

3.1 Country of manufacturer is mentioned in specifications. However, country of origin of equipment could be from any geographical region of the world as per laws of Pakistan

### **4. Standards**

4.1 The medical equipment of USA must comply with 510(K) FDA (Food & Drug Administration), in case of Europe MDD (Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare) for specific quoted model. In case of high-tech equipment, any of the above mentioned two certificates are mandatory. The other/non medical equipment should comply with the relevant National/International product quality standards of respective origins.

### **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 detail in ITB 16.3.

### **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. In case the Supplier abides by the given time frame he shall not be penalized for delay.

8.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.067% 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. Inspections and Tests**

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

9.2. For the purpose of inspections and tests of equipment. The Supplier shall furnish all reasonable facilities and assistance, to the inspectors at no charge to the Procuring Agency. In the event that inspection & testing is required prior to dispatch and categorically mentioned, the goods shall not be supplied unless a satisfactory inspection report has been issued in respect of those Goods by the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be

liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer/ Supplier.

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

9.4 The Procuring Agency's right to inspect the premises of bidders/ lead bidders/ firms of alliance to inspect their premises/ setups ensuring proper after sales services.

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

## **10. Physical Examination/ Inspection of Goods**

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

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

## **11. Delivery and Documents**

11.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is maximum 60-days from the date of issuance of this contract or. The details of original documents to be furnished by the supplier are as follows;

### **Operational Manuals of the medical equipment**

Service Manuals indicating step by step service/ maintenance protocols of each of the equipment.

Periodic Preventive Maintenance schedules with recommended list of parts/ kits to be replaced during PPM.

Any other requirement by the procuring agency.

## **12. Insurance**

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

## **13. Transportation**

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

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

#### **14. Incidental Services**

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

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

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

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

#### **15. Warranty**

15.1 A comprehensive warranty of three (03) years on Judicial stamp paper not less than worth of Rs.100/- for complete system will be provided free of cost including parts, labour, unless otherwise separately mentioned in the specifications. The procuring agency may increase or decrease the span of warranty period as per their institutional requirement. The supplier will categorically mention the disposable/consumable items of the equipment good in advance along with the submitted tender, any item declaration as consumable /disposable after the submission of bid/quotation will not submitted. (Where applicable)

15.2 In case of high tech equipment, a comprehensive warranty of five (05) years (amounting to Rupees 10 Million or higher for single item) for complete system will be provided free of cost including parts, labour, unless otherwise separately mentioned in the specifications. (Where applicable)

#### **16. Payment**

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

16.2 In case of DDP; the payment will be made 100% after presentation of the delivery/ Installation/commissioning/completion/execution report of the contract and all other works described in Contract. Unless otherwise part payment, part delivery mentioned in the specifications.

#### **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 except the firms involved in the Joint Venture/ Consortium.

## **21. Delays in the Supplier's Performance**

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

21.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.

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

## **22. Penalties/Liquidated Damages**

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

22.2 If the firm provide substandard item and fail to provide the item the payment of risk purchase (which will be purchased by the 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:

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 if the Supplier fails to perform any other obligation(s) under the Contract.

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 any thing 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.

#### **24. Force Majeure**

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

#### **25. Termination for Insolvency**

25.1 The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

#### **26. Arbitration and Resolution of Disputes**

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

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

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

#### **27. Governing Language**

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

#### **28. Applicable Law**

28.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

## **29. Notices**

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

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

## 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.

General:

Country of manufacturer is specified in specifications however their delivery/ provision may vary according to geographical location of their factories.

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

The Bank Guarantee will be discharged after successful installation, commissioning, servicing and completion of warranty period (or for any other period mentioned in the specifications). A clearance letter/NOC will be issued by the head of concerned institution.

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, Octri, licensing fee and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices mentioned in the Priced BOQ and the Procuring Agency will not pay any amount over this contracted amount whether in case of CIF or free delivery consignments.

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

The Supplier shall arrange the necessary arrangements for training of hospital staff including doctors, technician, paramedical staff and biomedical engineers. The supplier shall provide a factory training of quoted medical equipment to the hospital biomedical engineer and clinical training to the doctors, if specifically demanded in the advertised specifications/ tender.

For smooth functioning and management of medical and other equipment, it is mandatory for the bidders to provide sufficient technical training for high-tech equipment for the biomedical engineers and allied staff from factory trained experienced engineers at the concerned institute.

## 2. Insurance of Local Goods

2.1 Insurance of Local 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 of the medical equipment.

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

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

## 3. Payment

3.1 In case of DDP; the payment will be made 100% after presentation of the delivery/ Installation/commissioning/completion report of the equipment and all other works described in Contract. Unless otherwise part payment, part delivery mentioned in the specifications.

#### 4. Execution of Warranty (Where applicable)

4.1 A Log Book for the medical equipment which needs regular after sales services (To be specified by the procuring agency in bidding document) shall be maintained by the Supplier Service Engineer in consultation with the end user department. This will include the name of the equipment, down time, preventive maintenance schedule, replacement of parts, down time etc.

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

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

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

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

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

4.7 Uptime shall be defined as the time available to the user for doing procedures/ data acquisition and processing during working hours throughout the year.

4.8 Manufacturer /Supplier shall check system performance during and after every 4months. An “Optimal Percentage” will be calculated by dividing “System in Service” hours by hours available, both measured on the basis of working hours as detailed above.

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

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

times the number of days as extra down time

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

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

4.12 Down time will start when the end user/ Staff In-charge notifies the designated service facility verbally or in writing to qualified technical staff of the firm stationed in the Hospital.

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

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

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

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

4.17 Remote service via modem shall be preferred if provided by the manufacturer to pick-up early faults at no cost to the hospital for the high-tech equipment.

4.18 The manufacturer / supplier will be responsible for preventive maintenance of equipment as per manufacturers' Service Manuals and shall keep a check for electrical / magnetic / temperature and humidity conditions. Such a check should be made monthly and record should be maintained in the logbook of the hospital.

## **5. Packing & Marking**

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

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

## **6. Trans-shipment**

6.1 Trans-shipment is not allowed (In case of no direct flight from the shipping country to the destination, this may be reviewed by the procuring agency on case to case basis).

## **7. Place of delivery**

7.1 As per detail mentioned in the invitation for bids/tender notice.

## **8. Testing/Verification Procedures**

After delivery at the Purchaser's premises, the Consignee may send the samples from each consignment of the supplied stores. The cost of the testing shall be borne by the Supplier.

# BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----

Address: -----

-----

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax No. \_\_\_\_\_

Bid Security.

Bid Security attached with Financial Bid

YES

NO

Bid for:

Selected Items from the Schedule of Requirements

Signed:

Dated:

Official Stamp:

## 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 5% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Signature and Seal of the Guarantors/Bank

Address

Date

Note: 1. It should be valid for a period equal to the warranty period.

The contract will be signed/ issued after submission of this Performance Security.

The firm may submit the Performance Security for the Complete Package by the Lead Contractor or individually for the respective portions of the firms in case of alliance.

## Manufacturer's Sole Authorization Form

[See Clause 3.1 (a) of the Instruction to Bidders]

To: [name of Procuring Agency]

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

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids. We further undertake that the *[name of supplier]* is a sole agent /exclusively authorized dealer for the territory of Government of Punjab, Pakistan.

[Signature for and on behalf of Manufacturer]

Note: 1. This letter of authority should be on the letter head of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

It should be included by the Bidder in its bid.

The standard authorization letter without the declaration of Sole Distribution / Exclusive authorization by the manufacturer will not be considered and rejected Straight way.

## 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 2021, 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 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*) for free delivery items and/or unit PKR \_\_\_\_\_ for the total price \_\_\_\_\_ PKR.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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":

The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-

the Price Schedule submitted by the Bidder,

the Schedule of Requirements;

the Technical Specifications;

the General Conditions of Contract;

the Special Conditions of Contract;

the Procuring Agency's Notification of Award;

the scope of work;

the Contract; and

the Bid & its clarifications.

the contracted specifications (attached as annexure)

any undertaking provided by the firm

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.

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.

*[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.

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.

*[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.

*[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be void ab initio at the option of Government of the Punjab.

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.

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.

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.

Signed/ Sealed by the Manufacturer/

Authorized Supplier/ authorized Agent

Signed/ Sealed by Procuring Agency

- 1.
- 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.

# Bid Form

Date:

Tender No:

Name of the Item: To: [Name and address of Procuring Agency]

Respected Sir

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, 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 shall obtain an unconditional guarantee of a bank in the sum of \_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of *[number]* days from the date fixed for bid opening under ITB Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof 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. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of bidder

Amount and Currency

(if none, state "none")."

Dated this day of , 202-

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

# Schedule of Requirements

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

Consignee's End: Concerned program and its designated warehouse.

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

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

## Price Schedule

*User Note: This form is to be filled by the Bidder for each individual item and shall submit with Financial Proposal.*

Name of the Firm:

Bid Ref. No:

Date of opening of Bid.

S. #	Name of the Item with specification	Unit Price (inclusive all applicable taxes)	No. of Units	Total Price
Total Bid Price				

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

## **BILL OF QUANTITY AND TECHNICAL SPECIFICATIONS**

<b>Sr. No.</b>	<b>Item Name</b>	<b>Specification</b>	<b>Total Quantity</b>	<b>Total Estimated Cost</b>
1.	Sputum Container	Volume: 40-50 ml, Graduated, Transparent , Frosted writing area, Screw capped, leak proof, wide mouth with diameter 30-40 mm, with Ziploc bag size 4"x5"	1,200,000	6,300,000
2.	Safety Box	Safety Boxes, WHO Prequalified, Hard Card Material, Not penetrable/ Resistant to Sharp and Needles, Storage Capacity of 100 Used Syringes when filled 3/4	50,000	8,250,000

**INTEGRITY PACT**

AFFIDAVIT (Rs: 100/- Judicial Stamp Paper)

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

Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_ 20\_\_\_\_\_

Notary Public

